



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
DECEMBER 13, 2021 5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES 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, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Public Works and Utilities 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/87555167711?pwd=b3luRHdlUDlmS0lSODJCbHArY2ZlZz09>.

Passcode: 133375

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: 875 5516 7711 - Passcode: 133375**

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>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
DECEMBER 13, 2021 5:00 PM
ATTEND VIRTUALLY

5. **APPROVAL OF MINUTES**

- a. Approval of minutes from the November 8, 2021 Public Works and Utilities Committee meeting

6. **PRESENTATION/INFORMATIONAL ITEMS**

- a. Wastewater Management Update.(Mike Dozier, Wastewater Management Division Director, mldozier@santafenm.gov)
- b. Streetlight Status Report. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

7. **ACTION ITEMS: CONSENT**

- a. Request for the Approval of Amendment #2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics; increasing compensation in the total amount of \$250,000.00, to a new total of \$1,000,960.00 including NMGRT and extending the Term of the Agreement to December 31, 2023; Rich Brown, Director, Community & Economic Development, rbrown@santafenm.gov, (505) 955-6625, Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, (505) 955-6303. **Committee Review:** Public Works Committee 12/13/2021 Finance Committee 01/03/2022 Governing Body 02/01/2022
- b. Request for the Approval of Wastewater Compost department to Purchase a Mccloskey 621REWT Trammel in the total amount of \$373,315.00. (Julian Gonzalez, WWMD Plant Operator, jrgonzales@santafen.gov)

1. Request approval of a Budget Adjustment/ Budget increase in the amount of \$373,315 from the Waste Water Management Department Cash Balance.

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Finance Committee: 01/03/2022

Governing Body:01/12/2021



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
DECEMBER 13, 2021 5:00 PM
ATTEND VIRTUALLY

- c. Request to award bid number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 to A.A.C. Construction, LLC. For an estimated cost of \$1,041,000.00 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov, 955-4273)

1. Request approval of a BAR Budget Increase in the amount of \$1,041,000 from the Water Enterprise Fund Cash Balance.

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Finance Committee: 01/03/2022

Governing Body: 01/12/2021

- d. Request for approval of Amendment # 2 to the Professional Services Agreement with Carollo Engineers, Inc. for engineering services during construction and a term extension of thirteen months, (John Del Mar, Engineer Supervisor, jpdelmar@santafenm.gov, 955-4231)

1. Request for approval of a Budget Adjustment Resolution (BAR) in the amount of \$474,519 from the Water Enterprise Fund for Amendment # 2 with Carollo Engineers, Inc PSA.

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Finance Committee: 01/03/2021

Governing Body: 01/12/2021

- e. Request for approval of a Sole Source Contract with the Santa Fe Watershed Associated to provide Watershed Education to the General Public and Santa Fe Youth for a term of 4 years in the amount of \$352,000. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

Committee Review:

Public Works and Utilities Committee: 12/13/2021

Finance Committee: 01/03/2021

Water Conservation Committee: 12/14/2021

Governing Body: 01/12/2021

- f. Request Approval of Contract Amendment #1 to Extend the Term for the Approval of Service Agreement with Pluma LLC in the Total Amount of



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
DECEMBER 13, 2021 5:00 PM
ATTEND VIRTUALLY

\$334,873.00 for Roof, HVAC, and Employee Parking Security Measures;
Caryn Grosse, 505-955-5938, clgrosse@santafenm.gov

COMMITTEE SCHEDULE:

Public Works/Utilities Committee 12/13/2021

Finance Committee 1/3/2022

Governing Body 1/12/2022

- g. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt)
A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbg Guillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcs Sherry@santafenm.gov, 955-6961)

Committee Review:

Introduced: 11/10/2021

Governing Body Study Session: 11/17/2021

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Monday, January 10, 2022**
12. **ADJOURN**

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



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

1. CALL TO ORDER

Meeting started at approximately 5:01 pm.

2. ROLL CALL

Members Present:

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

Members Excused:

Councilor Roman Abeyta

Others Attending:

Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Mikayla Trujillo, Clerk
Erin McSherry, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to Approve the agenda as is.

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

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

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

Councilor Lindell pulled item b for discussion.
Councilor Vigil Coppler pulled items b, m, and q for discussion.



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

Amend item m to include Councilor Garcia as a Co-Sponser

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

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

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

Against: None

Abstain: None

5. APPROVAL OF MINUTES

- a. Approval of minutes from the October 25, 2021 Public Works and Utilities Committee Meeting.

MOTION: Councilor Lindell moved, seconded by Councilor Garcia, to Approve minutes from October 25, 2021 PWUC meeting.

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

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

Against: None

Abstain: None

6. PRESENTATION

- a. Streetlight LED Conversion Project Report. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)
- b. Status of Major Roads and Trails Projects Progress and Funding. (Romella Glorioso-Moss, Senior Project Administrator: rsgloriosomoss@santafenm.gov, 505-955-6623; Erick Aune,



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

Director Metropolitan Planning Organization: ejaune@santafenm.gov, 505-955-6664).

7. ACTION ITEMS: CONSENT

- a. CONSIDERATION OF RESOLUTION NO 2021-___. (Mayor Webber)
A Resolution Approving First Quarter Budget Amendments for Fiscal Year 2021-2022. (Andy Hopkins, Acting Budget Officer: ajhopkins@santafenm.gov, 955-6177)

Committee Review:

Introduced: 10/27/21

Finance Committee: 11/01/21

Public Works and Utilities Committee: 11/08/21

Governing Body: 11/10/21

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 Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- b. Request the Approval of NMDOT Funding Agreements as Per Ordinance #2020-33, Section 2-4.6.B and Budget Amendment Resolution Funding. (Romella Glorioso-Moss, PW Project Administrator Sr. rglorioso-moss@santafenm.gov; 955-6623)
 1. Ratify Contract Amendments to NMDOT Contract No. D15509, Project No. S100460 Guadalupe St. Reconstruction Project Extending Termination Date from 09/15/2021 to 03/15/2022; Approved by the City Manager on 09/13/2021.
 2. Ratify Contract Amendments to NMDOT Contract No. D18446, Project No. S100470 St. Michael's Drive/Rail Trail Underpass Increasing Design Funding from \$284,999 to \$1,069,437; and Extending Termination Date



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

from 03/31/2022 to 01/25/2024; Approved by the City Manager on 09/17/2021.

3. Approve Budget Adjustment Resolution (BAR) of \$784,438 to Project ID# ENG18330E; Org./Obj. 3309980.572960.

Committee Review:

Finance Committee: 11/01/2021

Public Works & Utilities Committee: 11/08/2021

Governing Body: 11/10/2021

Pulled by Councilor Lindell for discussion. Approved for Governing Body 11/10/21

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 Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- c. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount \$663,224.72 for the Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project for a Twelve (12) Month Term; Trane U.S. Inc. dba Trane 47QSWA20D0021 / SPA 00-00000-20-00099. (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 955-6209)

Committee Review

Finance Committee – 11/01/2021

Public Works and Utilities Committee: 11/08/2021

Governing Body – 11/10/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the budget adjustment resolution (BAR) as presented.

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



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

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

Against: None

Abstain: None

- d. Request for Approval of a Four-Year Equipment Lease Agreement in the Total Amount of \$367,186.56 Inclusive of New Mexico GRT with PNC Equipment Finance, LLC. for Golf Carts at Marty Sanchez Links de Santa Fe Golf Course. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-955-6840)

Committee Review:

Public Works and Utilities Committee: 11/08/2021

Finance Committee: 11/29/2021

Governing Body: 12/08/2021

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

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

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

Against: None

Abstain: None

- e. Request for Approval of a Professional Service Contract for Comprehensive Insurance Claims Administrative Broker Services in the Amount of \$271,936.00; Arthur J. Gallagher. (Bradley Fluetsch, CFA, Planning and Investment Officer: bjfluetsch@santafenm.gov, 955-6885)

Committee Review

Finance Committee: 11/01/2021

Public Works and Utilities Committee: 11/08/2021



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

Governing Body: 11/10/2021

MOTION: Councilor Lindell 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 Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- f. Request for Approval of a Professional Services Contract for Workers Comp & General Liability Third Party Administrative Services in the Amount of \$768,434.23; Cannon Cochran Management Services. (Bradley Fluetsch, CFA, Planning and Investment Officer: bjfluetsch@santafenm.gov, 955-6885)

Committee Review

Finance Committee: 11/01/2021

Public Works and Utilities Committee: 11/08/2021

Governing Body: 11/10/2021

MOTION: Councilor Lindell 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 Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- g. Request to Award Invitation to Bid # '21/46/B for the Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 to Sub Surface



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

Contracting, Inc., Allied 360 Construction, LLC. and TLC Plumbing, Inc. for a total amount up to \$200,000 inclusive of nmgrt. (Stan Holland, Wastewater Division Engineer, tsholland@santafenm.gov, 505-955-4637)

Committee Review:

Public Works and Utilities Committee – 11/08/2021

Finance Committee – 11/29/2021

Governing Body – 12/08/2021

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

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

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

Against: None

Abstain: None

- h. Request for Approval of the Assignment of Santa Fe Regional Airport Lease Agreement (Item #18-0188) from “Gate 13, LLC,” to “Gate 13 Hangar Condominium Association. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:

Finance Committee: 11/1/21

Public Works and Utilities: 11/8/21

Governing Body: 11/10/2021

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

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

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



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

Against: None

Abstain: None

- i. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of Two Hundred Ninety-Two Thousand, Three Hundred Thirty-Six Dollars (\$292,336) to Pay for the Legal Services Provided by Gallagher & Kennedy, P.A., Pursuant to Settlement Agreement between the City of Santa Fe and the New Mexico Department of Taxation and Revenue Department in 2021. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6961)

Committee Review:

Finance Committee: 11/01/2021

Quality of Life Committee: 11/03/2021

Governing Body: 11/10/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

- j. Request for Approval of Budget Amendment Resolution (BAR) in the Amount of \$100,000 from the New Mexico Department of Finance and Administration for Severance Tax Bond Appropriation to the Kitchen Angels, Project # 20-E2738, to Fund a Meals Program Serving Homebound and Special Needs Individuals in Santa Fe in Santa Fe County. (David A. Chapman, Grant Administrator: dachapman@santafenm.gov 505-660-2619)

Committee Review:

Public Works and Utilities Committee: 11/08/21

Finance Committee Committee: 11/29/21



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

Governing Body: 12/08/21

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

- k. Approval of Transportation Project Fund Grant Agreement in the Total Amount of \$1,700,000 for the Construction of Agua Fria/South Meadows Intersection Improvements Project; New Mexico Department of Transportation. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)
1. Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$1,615,000 to Put the Funds from the TPF Grant into Budget for the Construction of Agua Fria/South Meadows Intersection Improvements.

Committee Review:

Public Works and Utilities Committee: 11/08/2021

Governing Body: 11/10/2021

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

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

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

Against: None

Abstain: None



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

- I. CONSIDERATION OF RESOLUTION NO 2021-___. (Councilor Rivera and Councilor Abeyta)

A Resolution Approving the City of Santa Fe's Participation in a Transportation Fund Program Administered by the New Mexico Department of Transportation for Improvements to the Agua Fria/South Meadows Intersection. (Romella Glorioso-Moss, Projects Administrator: rglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

Introduced: 10/27/21

Public Works and Utilities Committee: 11/08/21

Governing Body: 11/10/21

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 Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- m. Approval of Transportation Project Fund Grant in the Total Amount of \$800,000 for the Engineering Design of Bishop's Lodge Reconstruction Project; New Mexico Department of Transportation. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$760,000 to Put the Funds from the TPF Grant into Budget for the Engineering Design of Bishop's Lodge Reconstruction Project.

Committee Review:

Public Works and Utilities Committee: 11/08/2021

Governing Body: 11/10/2021

Pulled by Councilor Vigil Coppler for discussion. Approved for governing body 11/10/21.



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

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

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

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

Against: None

Abstain: None

- n. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilors Lindell and Villarreal)

A Resolution Approving the City of Santa Fe's Participation in a Transportation Fund Program Administered by the New Mexico Department of Transportation for the Reconstruction of Bishop's Lodge Road. (Romella Glorioso-Moss, Projects Administrator: rglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

Introduced: 10/27/21

Public Works and Utilities Committee: 11/08/21

Governing Body: 11/10/21

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 Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- o. Approval of Transportation Project Fund Grant Agreement in the Total Amount of \$450,000 for Engineering Design of Henry Lynch Road Reconstruction



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

Project; New Mexico Department of Transportation. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$427,500 for Engineering Design of Henry Lynch Road Reconstruction Project.

Committee Review:

Public Works and Utilities Committee: 11/08/2021

Governing Body: 11/10/2021

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

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

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

Against: None

Abstain: None

- p. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Vigil Coppler and Councilor Cassutt)
A Resolution Approving the City of Santa Fe's Participation in a Transportation Fund Program Administered by the New Mexico Department of Transportation for the Reconstruction of Henry Lynch Road. (Romella Glorioso-Moss, Projects Administrator: rglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

Introduced: 10/27/21

Public Works and Utilities Committee: 11/08/21

Governing Body: 11/10/21

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:



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

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

Against: None

Abstain: None

- q. Approval of Transportation Project Fund Grant Agreement in the Amount of \$800,000 for the Engineering Design of Paseo del Sol Extension Project as per Tierra Contenta Master Development Plan; New Mexico Department of Transportation. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)
1. Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$760,000 to Put the Funds from the TPF Grant into Budget for the Engineering Design of Paseo del Sol Extension Project.

Committee Review:

Public Works and Utilities Committee: 11/08/2021

Governing Body: 11/10/2021

Pulled by Councilor Vigil Coppler for discussion. Approved for Governing Body 11/10/21

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

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

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

Against: None

Abstain: None

- r. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Rivera and Councilor Abeyta)
A Resolution Approving the City of Santa Fe's Participation in a Transportation Fund Program Administered by the New Mexico Department of Transportation



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

for the Extension of Paseo Del Sol. (Romella Glorioso-Moss, Projects Administrator: rglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

Introduced: 10/27/21

Public Works and Utilities Committee: 11/08/21

Governing Body: 11/10/21

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 Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- s. Request for Approval to Purchase Two Automated Side Load Collection Vehicles for Residential Recycling Waste Collection Services with Bruckners Truck Sales, Inc. via the Cooperative Education Services in the total amount of \$879,068. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 11/08/2021

Finance Committee: 11/29/2021

Governing Body: 12/08/2021

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

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

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



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
NOVEMBER 08, 2021 AT 5:00
PM
VIRTUAL MEETING

Against: None

Abstain: None

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

Meeting Adjourned at approximately 6:10pm

Liaison

Chair



**THE CITY OF
SANTA FE**

MEMORANDUM

DATE: December 6, 2021

TO: Public Utilities Committee

FROM: Michael Dozier, Wastewater Management Division Director

Subject: Wastewater Management Division (WWM) Informational Update

WWMD Updates

Staff diligently worked through the fall to set up winter mode of the treatment process. It has been two years of running the facility without the ability to utilize two basins. In October the treatment construction and repairs of the second basin were completed. Process stability is apparent after the addition of the second basin. Control and optimization of the process is becoming easier daily.

Projects

The Digester Project is back to work as PNM approved the grid tie-in of the Co- Generation system. We had been delayed most of 2021 waiting on PNM to review proposed connections and allow the contractors to proceed on tie-in to the power grid. Now this is complete design engineers can complete the work plan and the contractors can order required components and install the system. This will allow the gas from the new digesters to be used to create electricity dramatically reducing WWM's carbon footprint.

The Aeration Project is moving into the electrical connection, implementation and programming stages. The majority of construction is complete now contractors are connecting new equipment and programming logic to make it work.

Facility Staffing

WWMD hired four employees in October. Two for the Collections section and two for the Maintenance section. Operations section has one candidate pending pre-employment screening. The collections department has two offers out for hire. Engineering has one offer out for hire. WWMD will also be participating in the rapid hire event to try and fill positions still available.

NMED/OHSB Inspection

WWMD received Citation and Notification of Penalty from New Mexico Environment Department / Occupational Health and Safety Bureau (NMED/OHSB) on November 18, 2021. The information was assessed and responded to December 3, 2021. The WWMD corrected all issues soon after the inspection and before receipt of the Citation and Notification of Penalty and in its response contested proposed penalties. WWMD will keep the Committee informed as correspondence is returned from OHSB.

Administrative Orders

In 2019 and 2020 the City's Wastewater Management Division (WWMD) received Administrative Orders from the Environmental Protection Agency (USEPA). Administrative orders were filed due to reported results being above National Pollutant Discharge Elimination System (NPDES) permit limitations. With the exception of immediate response reporting, WWMD and its licensed staff are obligated to report and provide documentation monthly with Discharge Monitoring Reports (DMR) showing the required monitoring parameters are met.

Daily, weekly, and monthly sampling occurs at the WWMD. Operations and Lab personnel collect samples and provide sampling results to reporting staff. If samples are within monitoring limits the facility reports on the DMR the results. If the samples taken are not within the monitoring limits results are first reviewed and correlated to what saturation would cause the result to be above limits. The result is then reported and accompanied by an explanation to the cause of the result in final DMR.

Both administrative orders were responded to by WWMD and the City Manager's office. Each was brought in front of the Public Utilities Committee and discussed as an informational item. WWMD described the events created by breakage and viable treating bacteria disruptions in the final responses to USEPA. Each instance was documented, the city replied with explanations of the situations and the corrective action taken.

Included in this section is also a quick snapshot to how the facility is and was treating on an average daily basis. Events called out in the Administrative Orders only look at instances when the facility is at its worst. These instances ranged between 2 and 17 days at the lengthiest time. When the year is looked at as a whole it paints a different picture. Refer to figure 1 for daily average for noted years.

Report Data Daily Average	INF BOD MG/L	INF CBOD MG/L	INF TSS MG/L	EFF BOD MG/L	EFF CBOD	EFF TSS	EFF Fecal Coliform	EFF E. coli
2018	399	374	435	3	2	6	37	53
2019	422	385	415	9	7	38	68	42
2020	393	359	377	8	5	36	120	84
2021	430	390	363	5	3	13	37	32

Figure 1

What We Get From Figure 1

Figure 1 shows Influent (INF) or raw sewage entering the facility and Effluent (EFF) or treated water leaving the facility.

Average Removal efficiencies

- BOD 98% removal
- CBOD 97% removal
- TSS 96% removal

Indicator Organisms Limits and results

- Fecal Coliform (Limit 200CFU/100ml)
- Fecal Coliform Average 4 year results 39 CFU/100ml
- E coli. (Limits 126 CFU/100ml /30day)(410 CFU/100ml max/daily)
- E coli. Average 4 year results 53 CFU/100ml

Key Takeaways:

Removal efficiencies are outstanding on average. Indicator organisms like Fecal Coliform and E. coli. are tested to range the probability of viruses to be in water, they themselves are not a virus. On average the facility's effluent is within limits.

Wastewater treatment facilities have ups and downs. Issues arise that can be out of control creating cascading affects. The facility has been assessed and tuned for treatability for nutrients and other unwanted constituents by staff, NMED contractors, and engineering firms. Repairs to equipment and redesign of treatment processes have been ongoing for the past four years. Upcoming projects will only help the process become more efficient. Employee training and accountability is always key to maintain good process control. WWMD will stride to keep all process within control and regulated limits.

Aeration Project Update

Wastewater Management Division

Construction Progress

- EQ Basin constructed:
(not yet online)



Construction Progress

Aeration Basins:

Both back on-line October 1, 2021

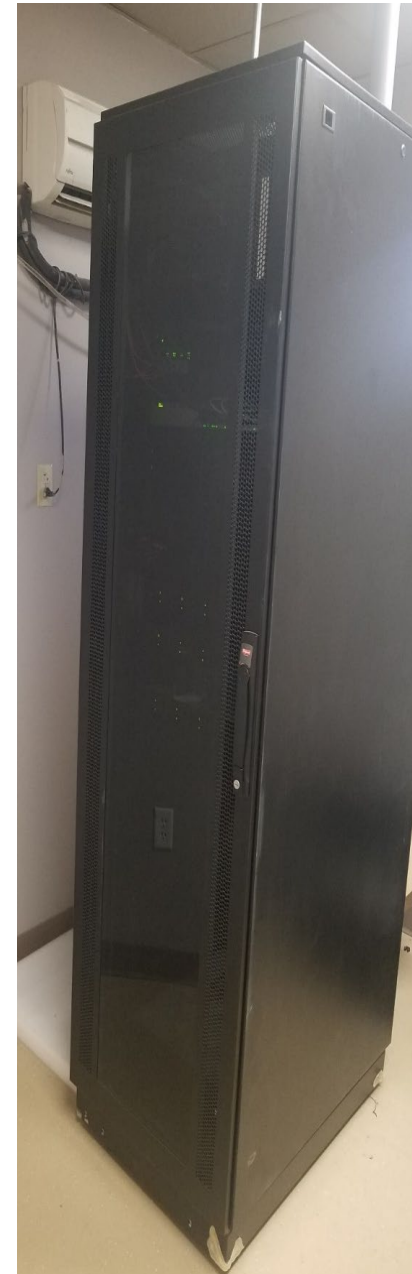


Construction Progress

Aeration Basins:



Construction Progress: Supervisory Control And Data Acquisition (SCADA)



Construction Progress

- Unforeseen complications:
 1. Sludge volume calculations under estimated
 2. Aeration basin diffuser failure/taking basin back offline for two weeks
 3. Backup Hoffman blower system failure, required procurement of rental units
 4. COVID-19 shipping, procurement, onsite visit, and repair part delays

Moving forward:

- Grid Tie of Co-generation units (approved by PNM, complete design and construction 2022)
- Updated Master Plan (out for bid January 2022)
- Headworks and Primary Project (under initial design now)
- Compost Expansion Project (design bid late 2022)
- Micro Projects:
 1. Misc. Motor and Pump upgrades (continuous)
 2. 2 MG Reclamation tank manifold interconnections upgrade (planning 2022)



Project Status Overview

The conversion of lights continued throughout the south/southwest side of Santa Fe. To date, over 1,000 fixtures have been converted and we are beginning the process of converting to the new rate with PNM. Over 600 door hangers have been distributed. The website form along with our office phone line continue to receive increased traffic with requests and feedback.

Continuing Community Engagement

WEBSITE & FEEDBACK FORM

New engagement was received over the past two weeks.

As Received	Comments/Response
<p>Page submitted on: The Santa Fe LED Conversion Project</p> <p>What is the nature of your response?: Request a house-side shield</p> <p>Comment/Question: Requesting a house-side shield on the fixture at the corner of Galisteo and Malaga</p> <p>First Name: Edward</p> <p>Last Name: Kroencke</p> <p>Street Address: [REDACTED] Malaga Road</p>	<p>This resident was notified that their street lighting infrastructure is owned by PNM so the request was forwarded to PNM to be addressed during their conversion.</p>
<p>Page submitted on: The Santa Fe LED Conversion Project</p> <p>What is the nature of your response?: Request a house-side shield</p> <p>Comment/Question: I would like to request a shield to block the light into our yard and house. This address' backyard borders Yucca.</p> <p>First Name: Marlies</p> <p>Last Name: Hoksbergen</p> <p>Street Address: [REDACTED] Corte Del Pozo</p>	<p>This resident has been contacted for more information and we plan to install a shield before Segment 1 is completed.</p>

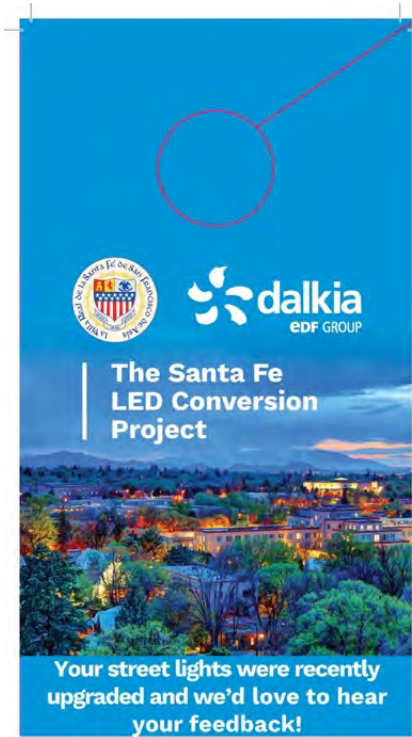


<p>Page submitted on: The Santa Fe LED Conversion Project</p> <p>Comment/Question: There are large swaths of town that are not going to get new lights according to these maps. Especially in the NE section. Why? Why would half the lights be replaced, and not the other half? Seems inefficient. Our lights are broken, but according to this plan, they will not be replaced.</p> <p>First Name: Robert</p> <p>Last Name: Kelly</p> <p>Street Address: [REDACTED] Camino Militar</p>	<p>This resident was contacted to discuss the PNM-owned street lights in their neighborhood, which will be converted as part of a separate project led by PNM.</p>
<p>Page submitted on: The Santa Fe LED Conversion Project</p> <p>What is the nature of your response?: Request for a light to be removed</p> <p>Comment/Question: Requesting the removal of the fixture in front of 204 Alta Vista Street. There is a lamp about 50 feet east of this location at the corner of Galisteo Street and Alta Vista Street which makes the lamp in front of 204 Alta Vista Street unnecessary.</p> <p>First Name: Edward</p> <p>Last Name: Kroencke</p> <p>Street Address: [REDACTED] Malaga Road</p>	<p>This resident was notified that their street lighting infrastructure is owned by PNM and the request was forwarded to PNM to be addressed as the City develops its policies to request addition or removal of street lighting infrastructure.</p>



DOOR HANGERS

Door hangers continuing to be distributed, with 614 having been distributed to date. One side of the door hanger is printed in English and one side is printed in Spanish. We have seen increased website traffic and use of the feedback form!



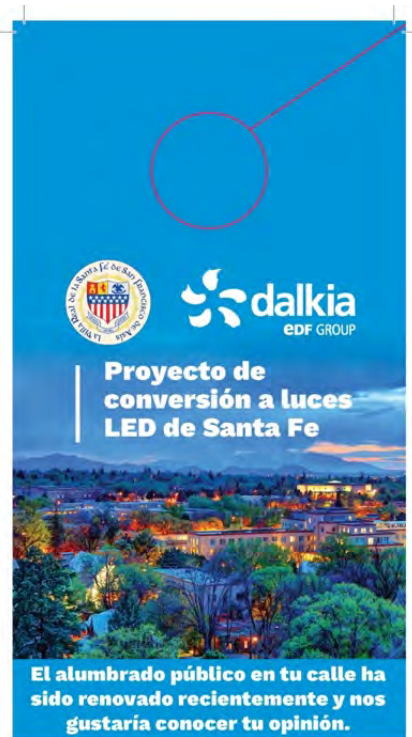
Scan the QR code with your phone for more information.



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or call us!
Phone: 505.219.3780

394-DalkiaSantaFe-DoorHanger.indd 1



Escanea el código QR con tu teléfono móvil para obtener más información.



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9/6/21 12:26 P

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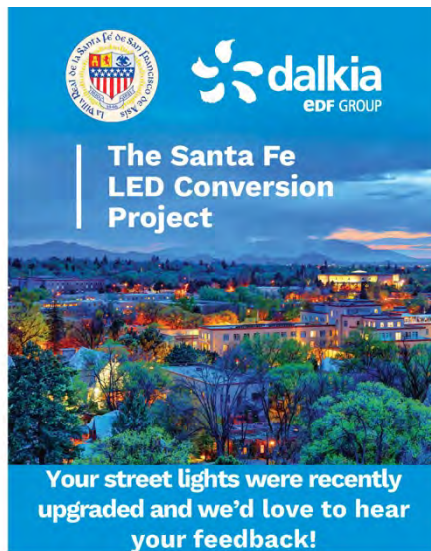
9/6/21 12:26 P



Date: 11/17/21

INFORMATION CARDS

Each operational truck continues to be stocked with information cards. Our crews have reported several instances of being approached by community-members and providing them with a card to submit their feedback, with over 55 cards having been distributed to date.



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9/8/21 12:28 P



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9/8/21 12:28 P

DRONE FOOTAGE

Drone footage has been captured and is being rendered and edited to create a video for the project website.



Conversion Work Completed from 11/04/21 – 11/17/21

FIXTURES CONVERTED

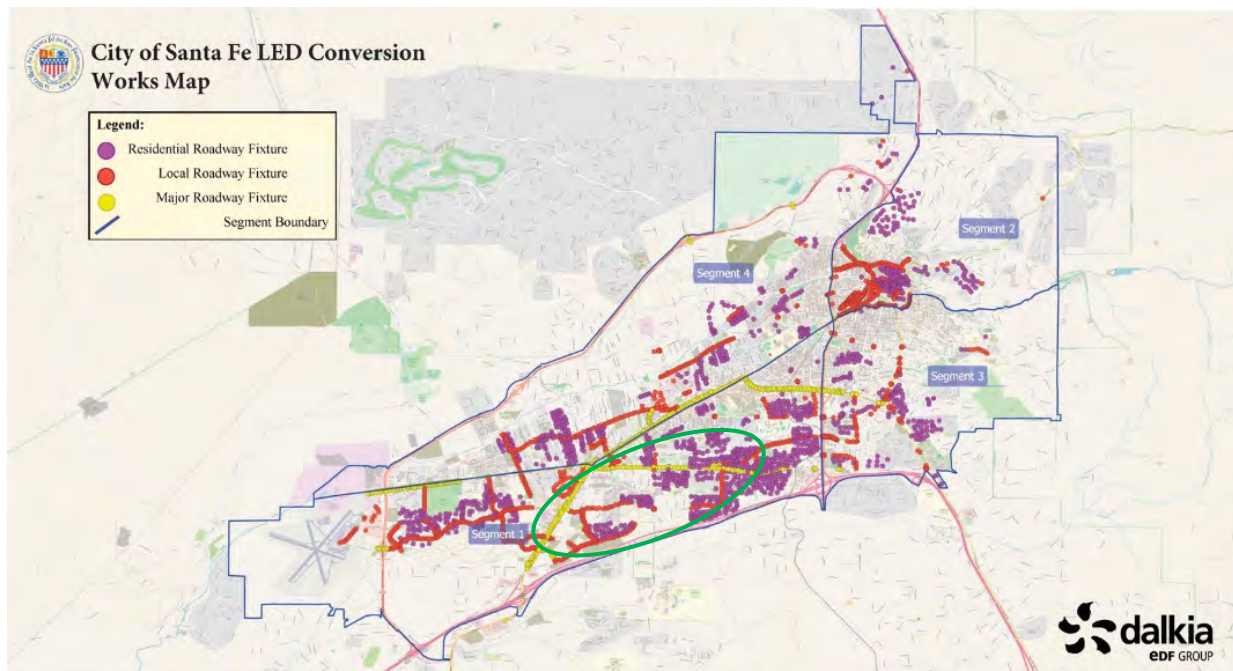
Total Complete: 1,067

Residential: 634

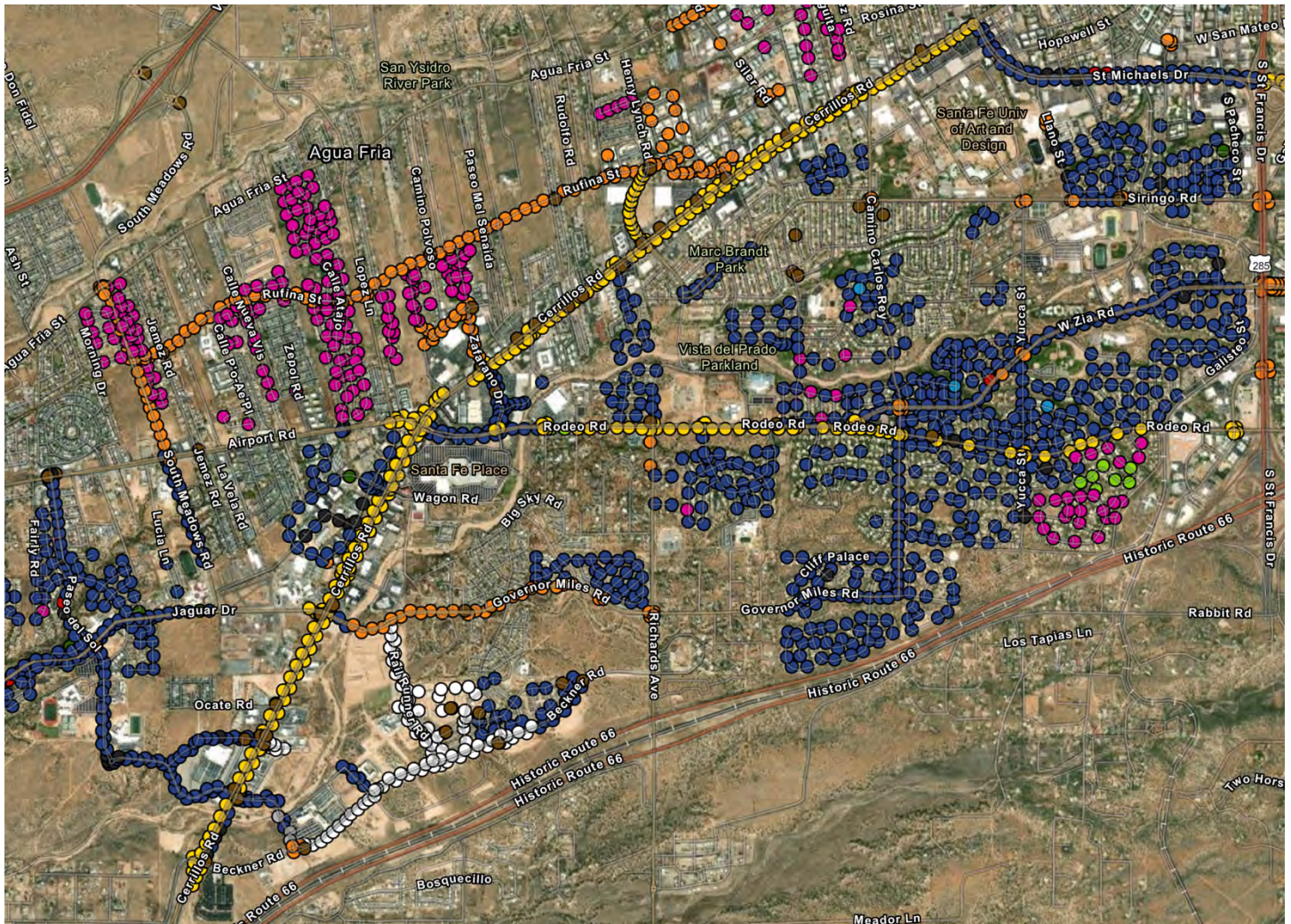
Local: 338

Major: 95

Watts Reduced to Date: -111,394 W



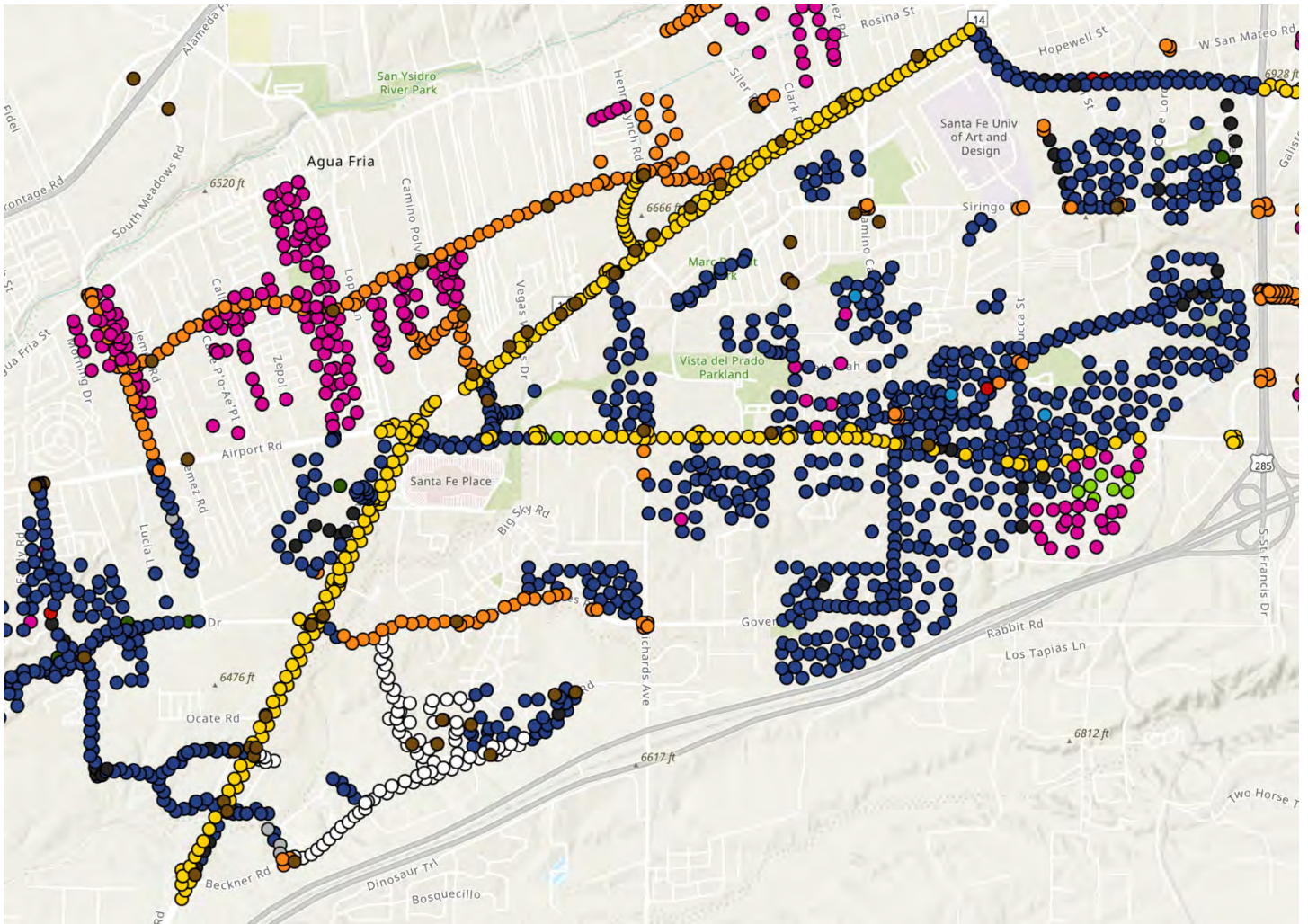
The maps on the following pages show work that has been completed between November 04, 2021 and November 17, 2021.



FIXTURES CONVERTED through 11/17/21 GREEN DOTS & BLUE DOTS = COMPLETED FIXTURES

LEGEND

- ALL BLUE = COMPLETED FIXTURES, FIELD VERIFICATION COMPLETE
- ALL GREEN = COMPLETED FIXTURES, AWAITING FIELD VERIFICATION
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- RED OR GRAY = ADDITIONAL MAINTENANCE REQUIRED BY PNM (DISTRIBUTION-SIDE WORK)
- WHITE = NEW DEVELOPMENT, AUTHORIZATION REQUIRED PRIOR TO WORK



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Date: 12/08/21

Project Status Overview

The conversion of lights continued along with deferred maintenance work. To date, over 2,000 fixtures have been physically converted. Dalkia, the City and PNM are working together to convert billing to the new rate for LED fixtures. Over 900 door hangers have been distributed. Shielding requests have been received from 11 residents. The shields should arrive this week with installations to begin soon. The retrofit LED boards for the local roadway decorative lights are delayed due to chip shortages and are not expected to arrive until January. This delay impacts less than 100 lights.

Continuing Community Engagement

WEBSITE & FEEDBACK FORM

The website feedback form has received submissions from 19 residents to date.

Additional side shielding has been requested by 11 residents. A Dalkia representative calls each requestor to discuss the request and gather further details about the specific light or lights needing shielding. The shield can be installed anywhere on the luminaire so we work to identify the angle of the fugitive light to ensure the shield will be correctly placed to satisfy the resident's request. The manufacturer of the shields experienced delays due to the global supply chain issues and shields are expected to arrive at the warehouse this week. After the shields are received and installed to fulfill requests received so far, each requestor will receive a follow up call to ensure satisfaction.

Requests for additional lights and removal of lights have been received and we are working closely with Staff to develop appropriate procedures to address these types of requests after the conversion is complete. Other submissions included questions and general comments. These requests are answered with an email or a phone call.

Each submission that has been received can be viewed in the appendix of this report.

Date: 12/08/21

DOOR HANGERS

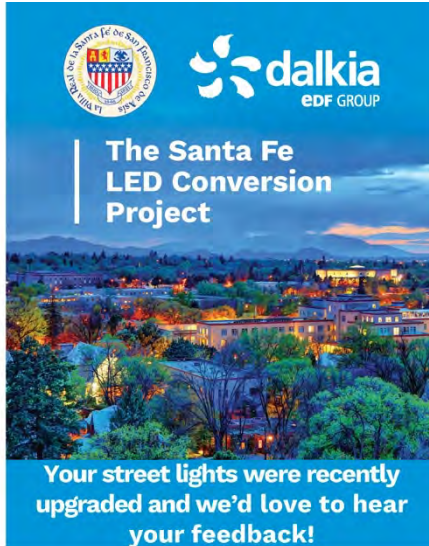
Door hangers continuing to be distributed, with 989 having been distributed to date. One side of the door hanger is printed in English and one side is printed in Spanish. We have seen increased website traffic and use of the feedback form!

 <p>The Santa Fe LED Conversion Project</p> <p>Your street lights were recently upgraded and we'd love to hear your feedback!</p> <p>Scan the QR code with your phone for more information.</p>  <p>SantaFeLED.com</p> <p>or call us! Phone: 505.219.3780</p> <p><small>394-DalkiaSantaFe-DoorHanger.indd 1</small></p>	 <p>Proyecto de conversión a luces LED de Santa Fe</p> <p>El alumbrado público en tu calle ha sido renovado recientemente y nos gustaría conocer tu opinión.</p> <p>Escanea el código QR con tu teléfono móvil para obtener más información.</p>  <p>SantaFeLED.com</p> <p>¡o llámanos! Teléfono: 505.219.3780</p> <p><small>394-DalkiaSantaFe-DoorHanger.indd 1</small></p>
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Date: 12/08/21

INFORMATION CARDS

Each operational truck continues to be stocked with information cards. Our crews have reported several instances of being approached by community-members and providing them with a card to submit their feedback, with over 118 cards having been distributed to date.



Scan the QR code with your phone for more information.

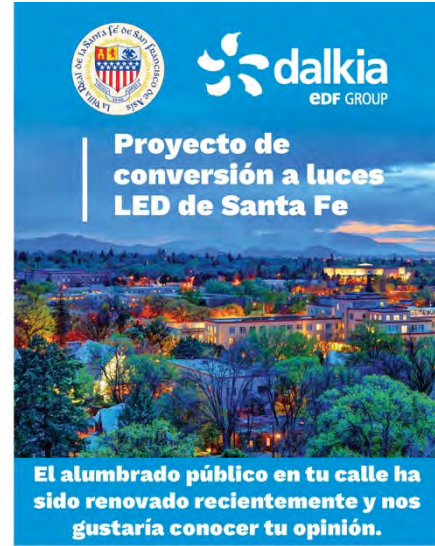


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9/8/21 12:26 P

DRONE FOOTAGE

A newsletter will be sent out to the email list when the drone footage video is available for viewing on the website during the week of December 13.

Date: 12/08/21

Conversion Work Completed from 11/17/21 – 12/08/21

FIXTURES CONVERTED

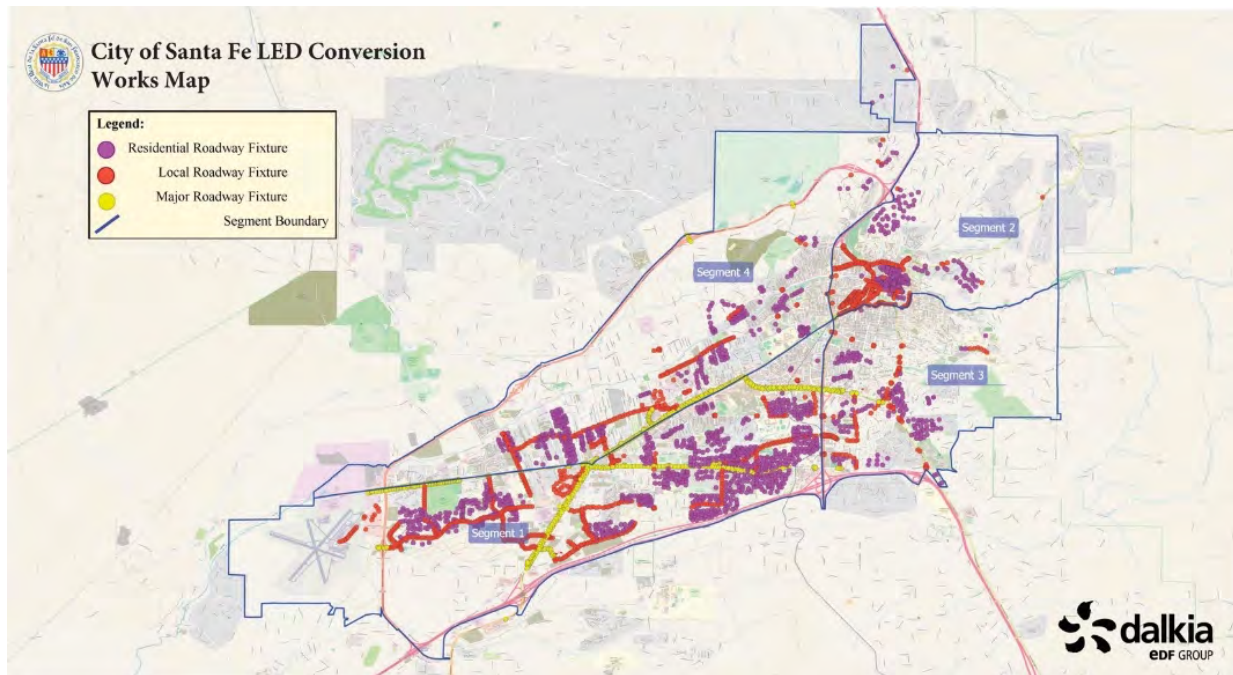
Total Complete: 2,292

Residential: 1,072

Local: 833

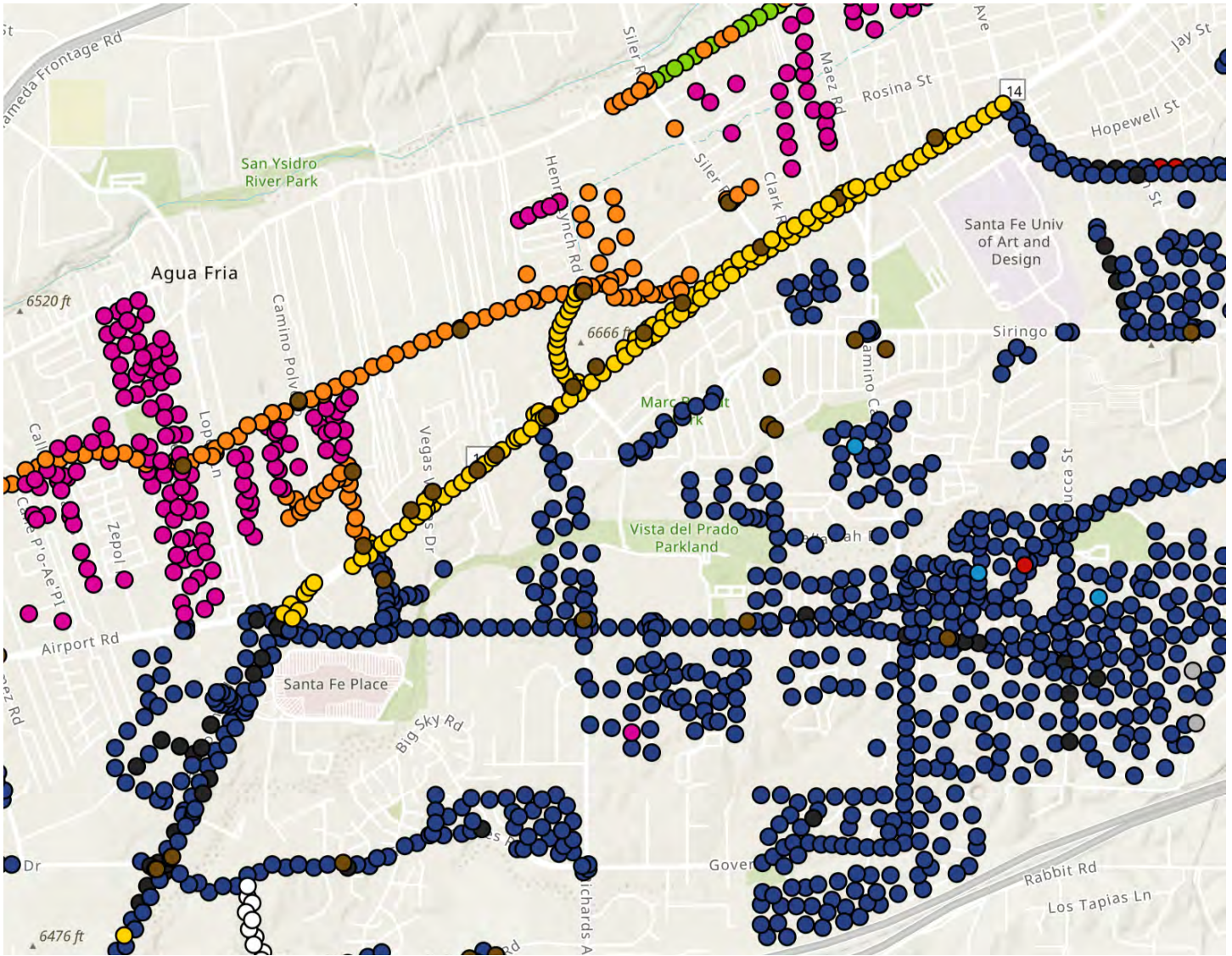
Major: 387

Watts Reduced to Date: -277,294 W



The maps on the following pages show work that has been completed between November 17, 2021 and December 8, 2021.

Date: 12/08/21

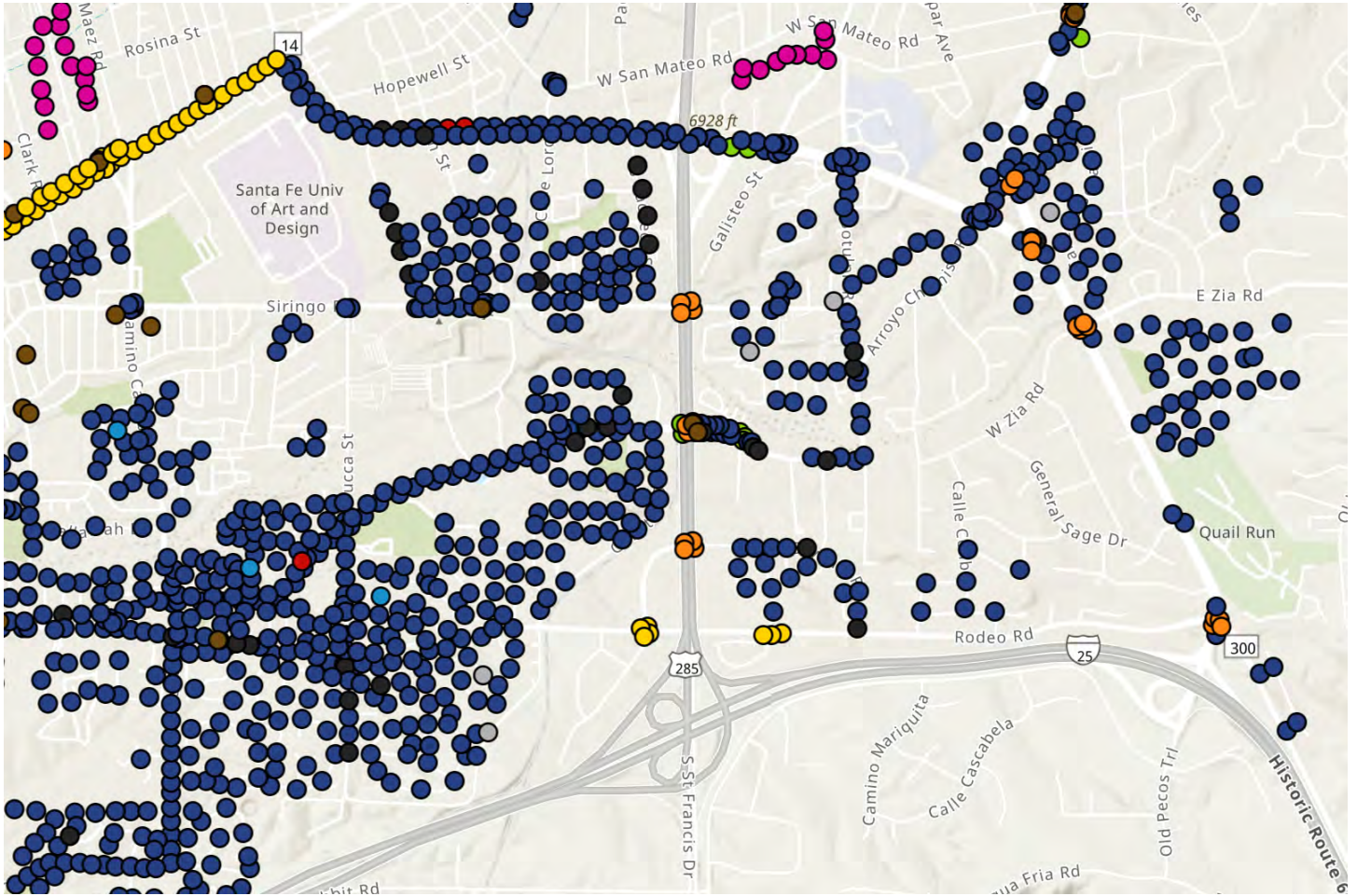


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Date: 12/08/21

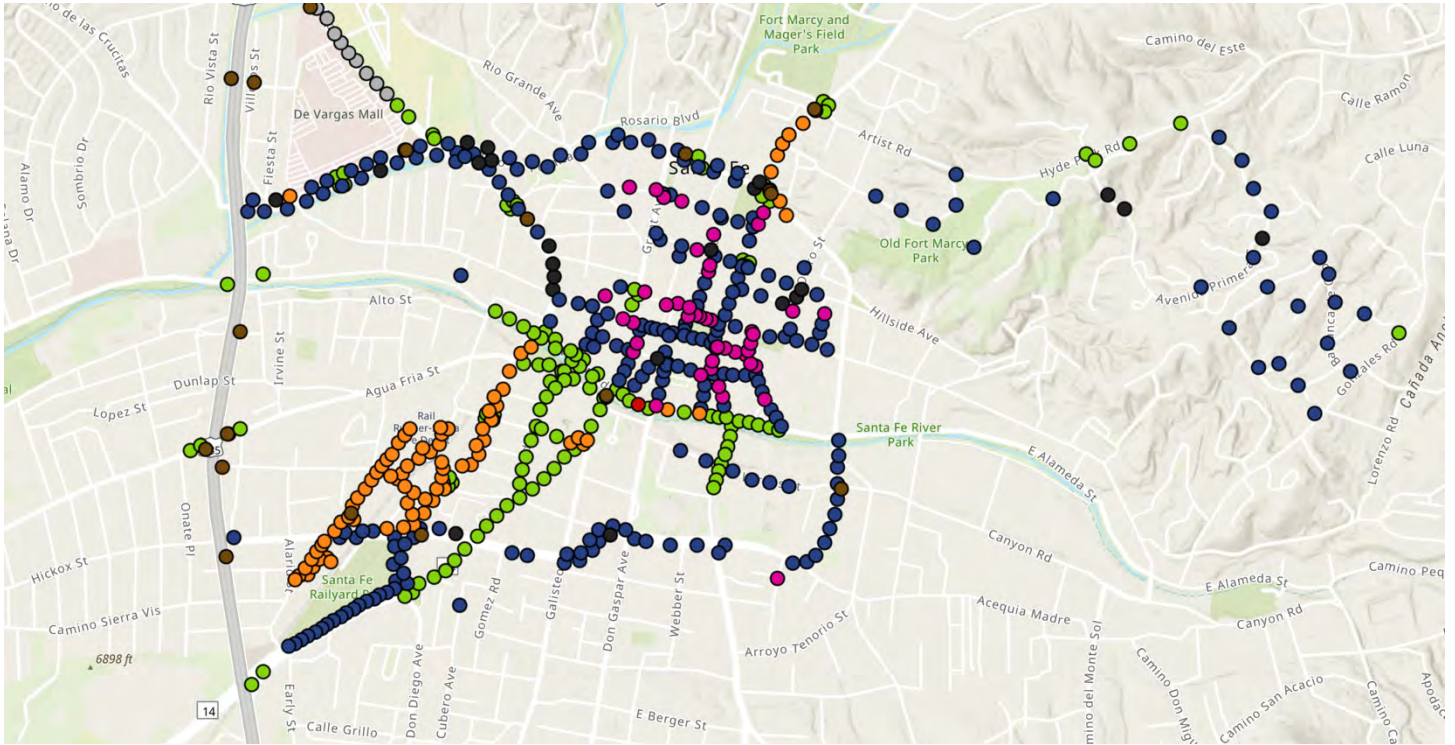


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City Owned Streetlight LED Streetlight Conversion



Date: 12/08/21

Appendix A: Website Form Submissions

Conversion Date	What is the nature of your response?	Comment/Question	First Name	Address (Street Only)
2021-12-08 11:40:42 AM	Request a house-side shield	I live at 2538 Camino Estribo. The street light on the South side of Rodeo rd, between Yucca and Camino Cimmaron shines brightly into my back yard. I would like to request a house side shield for that particular light. Please call me if you have any questions. Thank You.	David	Camino Estribo
2021-12-07 10:57:36 AM	Request a house-side shield	The new light extends now over my entire property (instead of just the road in the previous light) and impacts my view of the night sky in a major way. The light is located just in front of my home at 818 Los Arboles Lane 87501. Thank you in advance. Sheila	Sheila	Los Arboles Ln
2021-12-03 02:43:05 PM	Request a house-side shield	Requesting a street side shield for the light at the corner of Rincon Bonito and Camino Lumbre. This person has light sensitivity and the old light had been spray painted black on the street side of the lens. The new LED light is across the street from her house and lighting up her yard and kitchen. Please install a front side/street side shield.	Karen	Camino Lumbre
2021-12-03 11:34:56 AM	Request a house-side shield	The street lights along Rodeo near Camino Carlos Rey have recently had their bulbs replaced and now shine like massive spotlights onto nearby yards and into the windows of homes adjacent to Rodeo. The lights of particular concern to us are those on the corner of Calle Melecio and Rodeo, and on the north side of Rodeo directly across from our home (2599 Calle Delfino). The light on the corner of Calle Melecio and Rodeo now shines brightly into our yard, while also giving off a disabling glare when looking out of our kitchen window: I can no longer see parts of my property, which raises a serious security concern. The other light has yet to be replaced;when it is, it will light up our yard and shine directly into our home via multiple windows as if we were harboring criminals and the SWAT team were here. None of these new lights are in accordance with Ordinance 14-8-9 and must be refitted with lights or fixtures that do not cause the immense amount of light pollution that these do.	Marissa	Rodeo and Calle Melecio
2021-12-01 02:39:23 PM	Request a house-side shield	As mentioned in the call to me this morning, this may have already been requested by a neighbor...but if not, we're requesting a shield for the light at the corner of Via Caballero del Sur and Calle Cerrada. (I requested shields for lights on Carlos Rey at the back of our house, but I forgot to mention this one at the front.) Thanks!	Lynne	Calle Cerrada
2021-11-30 04:58:15 PM	Request a house-side shield	Hi. Our house backs up to Camino Carlos Rey. We request a few shields on the Carlos Rey street lights which impact our house. In the 1/2 mile run between Rodeo Rd and Governor Miles, there are about 14 street lights: Way too many! There are only 1 or 2 entrances into Park Plazas (?) and 1 entrance into Via Caballero del Sur in that 1/2 mile stretch. Should't street lights be just at intersections so as not to pollute our neighborhood with light? Probably this is a decision for the city to address and we would appreciate it if this project could do that. Also, there is a very bright (even after replacement) light coming at us from where, we're not sure, but maybe Cerrillos Rd;not close but so bright it's like a beacon. We are very appreciative of having had our street lights replaced and hope for even darker skies around us - thank you!	Lynne	Calle Cerrada
2021-11-23 11:07:57 AM	Request a house-side shield	Hello, Ideally, we would like the streetlight located at the north corner of our property removed entirely. If that is not an option, we would like a shield directing light away from our home, and the ability to dim the light as much as possible. Thank you!	Robert	Camino Cerrito
2021-11-21 09:53:52 AM	Request a house-side shield	We live near the intersection of Washington Street and Paseo de Peralta. We would like to request additional shielding on the new LED intersection lights. They are creating significant glare from our home — more than the old lights. Please contact us for photos or additional information.	Jane	Magdalena Road
2021-11-18 08:38:21 AM	Request a house-side shield	Please provide a house-side shield on the fixture located at 1407 GALISTEO ST	Edward	Malaga Road
2021-11-16 07:56:17 PM	Request a house-side shield	I would like to request a shield to block the light into our yard and house. This address' backyard borders Yucca.	Marlies	Corte Del Pozo
2021-11-12 03:57:49 PM	Request a house-side shield	Requesting a house-side shield on the fixture at the corner of Galisteo and Malaga	Edward	Malaga Road

Conversion Date	What is the nature of your response?	Comment/Question	First Name	Address (Street Only)
2021-12-04 08:54:13 PM	Report an outage	Hello, the street light on front of my home was replaced about 2 weeks ago and has currently not been working for the past week. Any help would be greatly appreciated, thank you.	Zion	Vereda Rodiando
2021-12-02 10:51:34 AM	Provide feedback on your experience with the conversion	I live in the Pueblos del Neighborhood which was recently converted over to the LED lights. While I understand the lights are dimmer than the prior non-LED lights, the spread also seems to be smaller providing less coverage for sidewalks. Now that we are in the winter months, less well lit sidewalks makes it harder for late aft./eve. walks and less safe. Is there any way to increase the spread of the lights?	Emma	Cliff Palace
2021-11-30 05:02:12 PM	Request for a light to be removed	In the approximately 1/2 mile stretch of Camino Carlos Rey south of Rodeo Rd to Governor Miles, there are approximately 14 street lights - way too many! Only 2 or 3 residential intersections in this stretch. Hopefully, some of these can be removed. Thank you!	Lynne	Calle Cerrada
2021-11-20 03:19:58 PM	Provide feedback on your experience with the conversion	Provides more clarity outside. Kinda had a blue hue. It does brighten the inside of my house more than previous lighting, as I prefer no artificial light at night. But that is an easy fix.	Philip	Cliff Palace
2021-11-19 04:29:48 PM	Provide feedback on your experience with the conversion	We got a light in front of our house in our neighborhood and what a difference. Love it. Thank you	Johnn	Calle Primavera
2021-11-19 09:14:50 AM	Provide feedback on your experience with the conversion	Offensively bright. TOO bright. Light pollution. This is a quiet neighborhood not Times Square NYC. Bring the old lights back so bright I can read in my house with indoor lights off.	Patricia Ann	Calle del Sur
2021-11-18 02:14:36 PM	Provide feedback on your experience with the conversion	Much brighter and no flickering	Frank	Las Casitas
2021-11-12 04:24:51 PM	Request for a light to be removed	Requesting the removal of the fixture in front of 204 Alta Vista Street. There is a lamp about 50 feet east of this location at the corner of Galisteo Street and Alta Vista Street which makes the lamp in front of 204 Alta Vista Street unnecessary.	Edward	Malaga Road
2021-11-12 12:36:38 PM	Question	There are large swaths of town that are not going to get new lights according to these maps. Especially in the NE section. Why? Why would half the lights be replaced, and not the other half? Seems inefficient. Our lights are broken, but according to this plan, they will not be replaced.	Robert	Camino Militar
2021-11-10 09:25:43 PM	Provide feedback on your experience with the conversion	I used this page to submit a question last month, and got only a perfunctory response ("Thank you for your feedback..."), not an answer! What is the status of the streetlight conversion? Rumor has it that it has been delayed until next year. True? What is the hold-up? Are there any changes to the design, equipment selection, or implementation?	Albert	Cienega St
2021-11-03 01:10:03 AM	Provide feedback on your experience with the conversion	What is the status of the conversion? The last newsletter said it would be starting in mid-October, but I have heard rumors that it is delayed until 2022.	Albert	Cienega St
2021-11-02 05:55:25 PM	Request additional lighting	Please install additional lighting/street lamps along the 2800/2900 block of Galisteo Road.	Camille	South Ct.
2021-10-28 02:08:59 PM	Report an outage	Received a call in the office from Linn that her street light was installed yesterday (10/27), but did not come on at night. We were able to determine that it was an issue with the node that was resolved right away.	Linn	Milagro Estrella



City of Santa Fe, New Mexico

Memorandum



DATE: November 10, 2021

TO: Finance Committee: 11/29
QOL Committee: 12/01
EDAC Committee: 12/08
Governing Body: 12/08

VIA: Andrea Salazar, Assistant City Attorney *Andrea Salazar*
Sam Burnett, Facilities Division Director *J Samuel Burnett*

FROM: Richard Brown, Community and Economic Development Director

TOPIC: Request for the Approval of Amendment #2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics

ITEM AND ISSUE:

Request for the Approval of Amendment #2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics; increasing compensation in the total amount of \$250,000.00, to a new total of \$1,000,960.00 including NMGRT and extending the Term of the Agreement to December 31, 2023; Rich Brown, Director, Community & Economic Development, rdbrown@santafen.gov, (505) 955-6625, Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, (505) 955-6303

BACKGROUND AND SUMMARY:

On April 22, 2019, the City advertised a Request for Proposals (RFP #1937P) for Economic Analysis and Urban Planning for the Midtown Redevelopment project. Strategic Economics was selected and awarded a \$325,960.00 services contract. The scope of services provided by Strategic Economics include:

Economic Analysis

- Fiscal and Economic Analysis and Yield Evaluation
- Land Valuation Analysis and Financial Modeling
- Public Financing and Public Policy Analysis / Impact Fee Analysis
- Disposition and Development RFP Evaluation

Urban Planning

- Urban Planning and Design
- Land Use
- Redevelopment Planning and Revitalization/ Activation Strategies
- Disposition and Development RFP

In response to Covid-19 driven changes to the development and financial industries, the Midtown redevelopment project has increased in complexity. Due to this increased complexity, the City's Midtown Redevelopment Team processed Amendment #1 in December 21, 2020, which increased compensation by \$325,000.00, to a new total of \$650,960.00, and extended the term to December 31, 2021

Due to the departure of the KDC/Cienda Team the City is now tasked with completing more of the horizontal development and master planning work that was previously the responsibility of the Master Developer. As a result the Midtown Redevelopment Team requires an extension of the services provided to the City by Strategic Economics. The team requests the extension of the Term to December 31, 2023 and an

increase of their compensation of \$250,000.00, to a new total of \$1,000,960.00. As an on-call service, there is no guarantee to the contractor that the City will spend any or all of these funds. However, there is a guarantee to the City that the compensation will not exceed this amount.

PROCUREMENT METHOD:

Request for Proposals, RFP # 193 7P

FUNDING SOURCE:

MTC Planning & Site Preparation

The funding source is:

Fund Name/Number: GRT18355J

Munis Org Name/Number: 3359980

Munis Object Name/Number: 572970

ACTION REQUESTED:

Please approve Amendment #2 with Strategic Economics, extending their Term to December 31, 2023 increasing their compensation by up to \$250,000.00 to a new total of \$1,000,960.00.

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#19-0653**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 7, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Strategic Economics. (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 Economic Analysis and Urban Planning services for the City of Santa Fe.

B. During the current Term of the Agreement, Strategic Economics has been unable to complete the scope of Work of the Contract due to the unexpected slowing down of the Midtown Campus project under the current COVID Pandemic.

C. 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. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of **\$250,000** 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 rendered a sum not to exceed one million nine hundred sixty dollars, No Cents (**\$1,000,960.00**) plus applicable gross

receipts tax. **This amount is a maximum, not a guarantee that the work assigned to be performed by Contractor under this Agreement equal the amount stated herein. When the total amount is reached, the parties do not intend for the Contractor to continue to provide services without compensation. 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 compensated 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.**

2. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Agreement shall be effective when signed by the City and shall terminate on **December 31, 2023.**

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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
STRATEGIC ECONMICS

ALAN WEBBER, MAYOR

Dena Belzer
Dena Belzer (Nov 24, 2021 12:54 PST)

DENA BELZAR, PRINCIPAL

DATE: _____

DATE: 11/24/21
CRS# 03-500447-00-9

ATTEST:

Registration # 19-00158722

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY’S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 26, 2021 11:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

3359980.572970
Org/Object

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0653**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 2, 2019 the "Agreement"), between the City of Santa Fe (the "City") and Strategic Economics (the "Contractor") Item #19-0653. The date of this Amendment shall be the date when executed by the City and the Contractor; whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide Economic Analysis and Urban Planning services for the City of Santa Fe.
- B. During the current Term of the Agreement, Strategic Economics has been unable to complete the Scope of Work of the Contract due to the unexpected slowing down of the Midtown Campus project under the current COVID Pandemic.
- C Pursuant to Article 13 of the Agreement, for good and valuable consideration, and the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows.

AMENDMENT:

2. COMPENSATION

- 1. Article 2 of the Agreement is amended to increase the amount of compensation by a total of Three Hundred Twenty-Five Thousand Dollars and No Cents (\$325,000.00), plus applicable gross receipts tax so that Article 2 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 Seven Hundred Fifty Thousand Dollars and No Cents

(\$750,000.00) plus applicable gross receipts tax. **This amount is a maximum, not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. When the total amount is reached, the parties do not intend for the Contractor to continue to provide services without compensation. 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 compensated 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

2. Article 3, Paragraph A of the Agreement is amended to extend the term of the Agreement by one (1) year so that Article 3 is amended in its entirety as follows:

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on December 31, 2021. 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.

B. Shelter in Place Extension. In the event the State of New Mexico or any other relevant local, state or federal authority issues a “shelter in place” order, or similar emergency order regarding COVID-19, that directly prevents the

Contractor from completing the Scope of Work, then the Term of this Agreement, or any holdover period then in effect, shall automatically be extended for a period equal to the duration of the emergency order's prevention of the Contractor's execution of the Scope of Work, but in no event shall the term exceed the period permitted by NMSA 1978, sec. 13-1-150.

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 Item # 19-0653 as of the dates set forth below.

CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

Date: Dec 21, 2020

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
GB MEETING 12/09/2020 GC
CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:



MARY MCCOY, FINANCE DIRECTOR
Business Unit/Line Item: 3359980.572970

CONTRACTOR:

STRATEGIC ECONOMICS



Dena Belzer (Dec 3, 2020 15:05 PST)

Dena Belzar, Principal

TITLE Dec 3, 2020

Date: _____

CRS #: 03-500447-00-9

Business License: 20-00158722

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) The Scope of Work for the Economic Analysis and Urban Planning Team ("Planning Team") shall include the following services:

a. Economic Analysis

- i. Fiscal and Economic Analysis and Yield Evaluation
- ii. Land Valuation Analysis and Financial Modeling
- iii. Public Financing and Public Policy Analysis / Impact Fee Analysis
- iv. Disposition and Development RFP Evaluation

b. Urban Planning

- i. Urban Planning and Design
- ii. Land Use
- iii. Redevelopment Planning and Revitalization/Activation Strategies
- iv. Disposition and Development RFP Evaluation

B. **Performance Measures.**

1) Contractor shall substantially perform the following Performance Measures:

- a. Deliverables pursuant to the analysis, modeling, and evaluation outline above.
- b. Advice on decision making processes for the development of the Midtown Property.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in The Planning Guidelines for the City's Midtown Property.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed \$325,960. **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 December 31, 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 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: Office of Economic Development, P.O. Box 909, Santa Fe, NM 87501

To the Contractor: [Strategic Economics, 2991 Shattuck Avenue, Suite 203, Berkeley, CA, 94705, c/o Dena Belzar, Principal].

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.

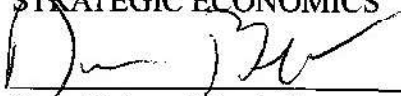
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 8/2/19

CONTRACTOR:

STRATEGIC ECONOMICS



Dena Belzar, Principal

DATE: 08-27-2019

CRS# 03-500447-00-9

Registration # 19-00158722

ATTEST:




YOLANDA Y. MIGIL
CITY CLERK

cc mtg. 7-31-19

APPROVED AS TO FORM:

 7/2/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 (for M. McCoy) 08.02.19
MARY MCCOY, FINANCE DIRECTOR
32161.572970.011990
Business Unit Line Item



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2021

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 Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): E-MAIL ADDRESS: nferrick@dealeyrenton.com
	INSURER(S) AFFORDING COVERAGE
License#: 0020739 STRAECO-01	INSURER A: Travelers Property Casualty Company of America INSURER B: Travelers Casualty and Surety Co of America INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Strategic Economics Inc. 2991 Shattuck Avenue, No. 203 Berkeley CA 94705	NAIC # 25674 31194

COVERAGES

CERTIFICATE NUMBER: 2058989766

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6805F339381	1/30/2021	1/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6805F339381	1/30/2021	1/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP5F339485	1/30/2021	1/30/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB4R861816	1/30/2021	1/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			106235453	1/30/2021	1/30/2022	Per Claim \$4,000,000 Annual Aggregate \$4,000,000

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

Umbrella Liability policy is a follow-form underlying General Liability/Employers Liability.

RE: All operations of the named insured. City of Santa Fe is named as Additional Insured for General and Auto Liability as required by written contract or agreement. Insurance is primary per policy form. A Waiver of Subrogation applies per the attached.

CERTIFICATE HOLDER**CANCELLATION 30 Days Notice of Cancellation**

City of Santa Fe
 P.O. Box 909
 Santa Fe, NM 87504

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

Angela Borg

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SMALL BUSINESSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</p> | <p>C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>D. Incidental Medical Malpractice</p> <p>E. Blanket Waiver Of Subrogation</p> |
|---|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;

- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

1. The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

COMMERCIAL GENERAL LIABILITY

there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the

scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**,

COMMERCIAL GENERAL LIABILITY

of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;
subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
 - a. "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
 - b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB4R861816

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Angela Berg

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: STRATEGIC ECONOMICS INC
DBA: STRATEGIC ECONOMICS INC

Business Location: 2991 SHATTUCK AVE 203
BERKELEY, CA 94705

CRS Number: 03500447009

Owner: STRATEGIC ECONOMICS INC

License Number: 158722

License Type: Business License - Renewable

Issued Date: September 20, 2021

Classification: Business Registration - Standard

Expiration Date: September 20, 2022

Fees Paid: \$35.00

STRATEGIC ECONOMICS INC
2991 SHATTUCK AVE 203
BERKELEY, CA 94705

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



Contractor Name: Strategic Economics

Procurement Title: RFP #1937P

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 Community and Economic Development Staff Name Andrea Salazar


Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Andrea Salazar Assistant City Attorney October 26, 2021
Department Rep Printed Name (attesting that all information included) Title Date


Fran Dunaway (Nov 29, 2021 06:05 MST) Nov 29, 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 any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203125

Contractor: Strategic Economics

Description: **Request for the Approval of Amendment #2 to Service Contract 20-0680 for on-call, Economic Analysis and Urban Planning Services from Strategic Economics: Increasing compensation in the total amount of \$250,000.00, plus NMGRT and extending the Term.**

Contract Agreement Lease / Rent Amendment

Term Start Date: _____ Term End Date: December 31, 2023

Approved by Council Date: _____

Contract / Lease:

Amendment # 2 to the Original Contract / Lease # 19-0653

Increase/(Decrease) Amount \$ 250,000

Extend Termination Date to: December 31, 2023

Approved by Council Date: _____

Amendment is for: Increase compensation and extend term

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

Original Contract (#19-0653), \$325,960, Termination Date: 12-31-2020

Amendment #1 (#20-0680), \$325,000, Termination Date: 12-31-2021

Amendment #2 Increase contract by \$250,000, extend term to 12-31-2023

3. Procurement History: Request for Proposal, RFP #1937P.

Fran D'Amico (Nov 23, 2021 08:05 MST)

Purchasing Officer Review: _____

Nov 29, 2021

Date: _____

Comment & Exceptions: _____

4. Funding Source: MTC Planning & Site Preparation

Org / Object: 3359980.572970

Andy Hopkins (Nov 24, 2021 14:24 MST)

Budget Officer Approval: _____

Nov 24, 2021

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Andrea Salazar Phone # 505-955-6303

Email: asalazar@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe, New Mexico



Memorandum




HLH

DATE: Oct 22, 2021

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

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

FROM: Julian Gonzales, Wastewater Management Assistant Superintendent 

ITEM AND ISSUE:

Request for the Approval of Wastewater Compost department to Purchase a McCloskey 621REWT Trommel in the total amount of \$373,315.00 .This piece of equipment is used to screen material in the compost process. Vendor: Wagner Equipment Co.
Julian Gonzales , jrgonzales@santafen.gov 505-470-0291

BACKGROUND AND SUMMARY:

The wastewater compost facility utilizes this piece of equipment in the compost process to screen the compost fine material. Equipment also separates the overs material to a different pile in the process. The unit we use will not keep up with the demand. This unit is needed to keep up with the amount of material being processed. If demand is not met material will be sent to the landfill for disposal at a substantial cost.

PROCUREMENT METHOD:

Procurement Method; Cooperative Educational Services 18-020B-C103- Heavy Equipment, Parts, Accessories , Supplies and RELATED Services. Expiration date: June 7, 2022

FUNDING SOURCE:

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

BAR FUNDS TO:

Munis Org Name/Number: WW COMPOST/5000366
Munis Object Name/Number: Rep & Maint Machin & Equip/ 520400
In the amount of : \$373,315.00

ACTION REQUESTED:

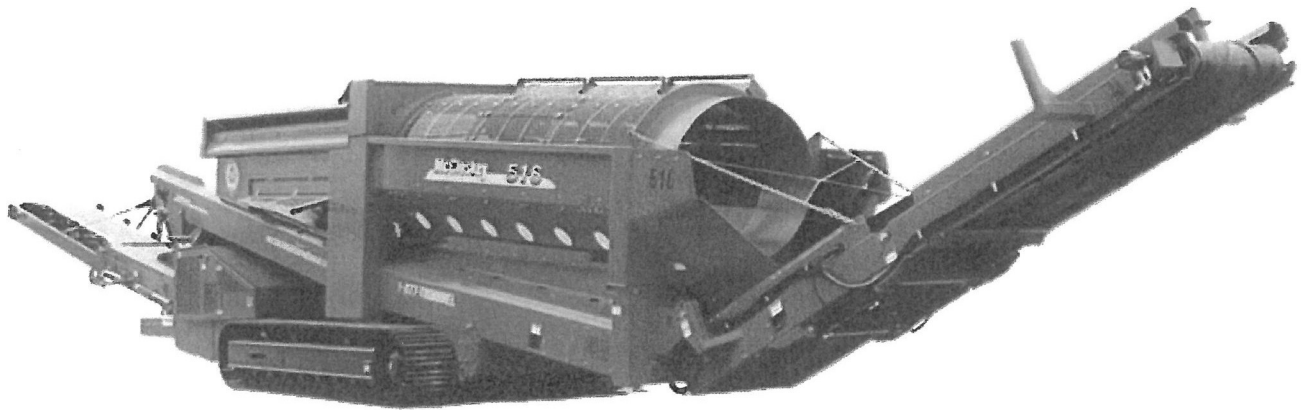
Wastewater Management Division, Compost Section respectfully requests your review and approval for the purchase.

October 22, 2021

Dear Mr. Julian Gonzales,

We would like to thank you for your interest in Wagner Equipment Company and McCloskey Trommels. The information, specifications, pictures, and pricing of the McCloskey 621REWT Trommel can be found below.

McCloskey 621REWT Trommel



Manufacturer – McCloskey

Make – 621REWT Trommel

Mobility – Tracked

Remote Controlled Radial Conveyor

Drum Size – 6'x21'

Screening Area – 296 square feet

Trommel Angle – 5 degrees

Drive System – Direct Drive

Trommel Speed – 10-30 RPM

Adjustable Speed – Yes

Engine – Cat C4.4L Tier 4 Final, 175 HP

Engine Speed – 2200 RPM

Feed Hopper – 6.5 cubic yards

Hydraulic Tipping Grid – Over hopper, includes spill plate, 4" spacing, eliminates any oversize material

Radial Conveyor Motion – 180 degree Rotation

Radial Conveyor Width – 42"



Wagner Equipment Co.

4000 Osuna Road NE
Albuquerque, NM 87109

McCloskey 621RE Trommel
FOB Santa Fe, NM

\$373,315

CES Contract Number: 18-020B-C201

We appreciate the opportunity to extend this quote. This quote is good for 60 days. If you have any questions, please do not hesitate to reach out.

Sincerely,

Aubrey Athey

Aubrey Athey
Crushing and Screening Sales
New Mexico and Far West Texas
(505)-252-1149



RENEWAL OF CONTRACT

made by and between

COOPERATIVE EDUCATIONAL SERVICES

And

WAGNER EQUIPMENT, INC.

Said Contract(s) being numbered:

18-020B-C201-ALL Generation Supplies, Power

18-020B-C103-ALL Heavy Equipment, Parts, Accessories, Supplies and Related Services

This Contract's initial one (1) year Term commenced on June 8, 2018 and will expire on June 7, 2019. The Term of Contract in 2018-020 RFP C provides the Contract may, by mutual written agreement, be renewed annually for up to three (3) additional one (1) year terms, for up to four (4) years total, through June 7, 2022. Cooperative Educational Services hereby wishes to renew the Contract through the remainder of the four-year term expiring on June 7,2022. Upon signature of an authorized officer of the above-named company or corporation, the Contract is hereby renewed.

This renewal shall be subject to the same Terms and Conditions contained in the original Request for Proposal documents, contract changes and/or updates.

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature David Chavez

Date **May 13, 2019**

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings in the Terms and Conditions for "Discontinued Products" and "New Technology and Price Reduction" of the RFP.

CONTRACT HOLDER

Authorized Signature Keith Sampson

Date 5.14.2019

Printed Name Keith Sampson

Title 5.14.2019

NOTE: This Contract Renewal should be received by 4:00 p.m. at the offices of CES on 5/23/19

If you do not wish to renew this Contract, please sign below and return this agreement.

Terminate: We wish to terminate this Contract effective 05/23/19

Authorized Signature _____

Date _____

Printed Name _____

Title _____



COOPERATIVE EDUCATIONAL SERVICES

June 19, 2018

Contract Award Letter

Keith Sampson
WAGNER EQUIPMENT, INC.
4000 Osuna Road NE
Albuquerque, NM 87109

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

18-020B-C201-ALL generation supplies, power

18-020B-C103-ALL Heavy Equipment, Parts, Accessories, Supplies and Related Services

Dear Mr. Sampson,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2018-020 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the RFP documents that you submitted in your bid. I suggest that you take this award as a condition of the agreement of the bid files that you submitted. Please read carefully the paragraph above

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

Wagner Equipment Co. is your Caterpillar dealer in Colorado, New Mexico and Far West Texas. Through Wagner International, we also serve Mongolia. Since 1976, Wagner sells and rents quality Cat machines used in heavy construction, building construction, mining, waste handling, paving, municipal and governmental applications, forestry, and more. Wagner proudly represents Challenger ag tractors and harvesting equipment for the Agricultural industries. We are a complete source for any size of equipment...all designed for top performance and dependability. Quality products...backed by unequalled support. That's what sets Wagner apart. We maintain numerous full-service facilities throughout our territories, along with many Wagner Rents Cat Rental Stores. Together with strategically located resident sales and service representatives, dozens of convenient parts drop boxes, and online parts ordering, we're where you need us to be. Plus, with over 235 field service technicians, exceptionally large inventories of machines and replacement parts, and a commitment by all of us to meet and exceed your expectations, we'll keep you up and running, making your business as productive - and profitable - as it can be.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

"Your New Mexico Procurement Partner Since 1979"

**ACCEPTANCE OF OFFER
and CONTRACT AWARD**

RFP NUMBER 2018-020

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined the RFP documents and hereby offer and agree to furnish all labor, materials, and supplies in compliance with all terms, conditions, specifications and amendments in this RFP and any written exceptions as agreed to by CES. The contract shall consist of the RFP documents, the Offeror's Response and any other documents required by CES.

Company Name Wagner Equipment Co.

Address 4000 Osuna Road NE City Albuquerque State NM Zip 87109

Contract Contact Person Keith Sampson

Authorized Signature Keith Sampson Printed Name Keith Sampson

OFFER EXTENDED TO TEXAS SERVICE AGENCIES



If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

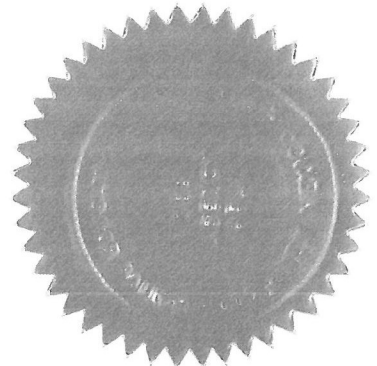
ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. **The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term.** However, no contract extension exists unless and until the contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

David Chang
CES Authorized Signature

Awarded this 8th day of June, 2018



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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/WWMD/Compost					11/22/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Rep. Maint. Machinery & Equipm	5000366	520400		373,315		
				373,315		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 373,315	\$ -	

Budget Increase from Cash Balance in WWMD Enterprise Fund to fund FY 2021 purchase.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
500	(373,315)
TOTAL:	(373,315)

Maya Martinez Prepared By {print name}	11/22/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>Andy Hopkins</u> Andy Hopkins (Nov 22, 2021 17:09 MST)	11/22/21 Date
 Michael Dozier (Nov 22, 2021 14:49 MST)		CITY COUNCIL APPROVAL	Budget Officer	Date
Division Director Signature {optional}	Date	City Council Approval Date	Finance Director {≤ \$5,000}	Date
 Shannon Jones (Nov 22, 2021 16:52 MST)	11/22/2021	Agenda Item #:	City Manager {≤ \$60,000}	Date
Department Director Signature	Date			



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Wagner Equipment Co.

Procurement Title: Procurement of screening equipment for Compost Facility

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 WWM Compost Department Staff Name Julian Gonzales

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Julian Gonzales WW Assistant Superintendent 11/19/21
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway Chief Procurement Officer Nov 29, 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 any resulting contract.

Signature: Andy Hopkins
Andy Hopkins (Nov 23, 2021 12:38 MST)

Email: ajhopkins@santafenm.gov

A summary of the bid from A.A.C. Construction, LLC. is provided below:

Bid Item#	Description	Quantity	Units	Unit Cost	Item Total
1	Richards Avenue East Master Meter Vault, including all piping, fittings, valves, excavation, electrical, surface improvements, applicable permits including SWPPP, cip,	1	LS	\$551,306.70	\$551,306.70
2	Campo Conejo Master Meter Vault, including all piping, fittings, valves, excavation, electrical, and surface improvements, applicable permits including SWPPP, cip.	1	LS	\$275,653.35	\$ 275,653.35
Subtotal					\$ 826,960.05
ALLOWANCE: Electrical Service					\$0.00
ALLOWANCE: Utility Relocation					\$25,000.00
ALLOWANCE: Construction Materials Testing					\$25,000.00
ALLOWANCE: RTU and SCADA					\$0.00
Base Bid + Allowances, Subtotal					\$876,960.05
New Mexico Gross Receipts Tax@ 8.4375%					\$73,993.50
Total Estimated Cost					\$950,953.55

CONTRACT NUMBER:

The FY22 Munis contract number: A.A.C Construction # 3203112

FUNDING SOURCE:

The funding source is: Water Enterprise Cash Balance/ CIP

FY 2022

Fund Name/Number: Water Enterprise Fund/ 505

Munis Org Name/Number: Water CIP / 5050395

Munis Object Name/Number: WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 505395.572970 in the amount of \$1,041,000.00 including NMGRY upon approval of the attached BAR Budget Increase.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contract to A.A.C Construction, LLC for the Richards Ave. East and Campo Conejo Master Meter Vaults, CIP # 960 under ITB No. '22/15/B for a total amount of \$1,041,000.00 inclusive of NMGRY for FY2021-22.
- Approval of the BAR – Budget Increase in the amount of \$1,041,000.00 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.
- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval at the January 3, 2022 meeting and to the Governing Body for their final consideration and approval at the January 12, 2022 meeting.

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Water/CIP					DATE 11/15/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Water CIP WIP Construction Master Meters	5050395	572960	WTR1950534	1,040,000		
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 1,040,000	\$ -	

Budget Increase from Cash Balance in Water Enterprise Fund for contract award to
AAC Construction for Master Meters Richards Ave, CIP # 906 ITB 22/15/B

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,040,000)
TOTAL:	(1,040,000)

Maya Martinez Prepared By <i>{print name}</i>	11/15/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Andy Hopkins <small>Andy Hopkins (Nov 17, 2021 10:42 MST)</small>	11/17/21 Date
Division Director Signature <i>{optional}</i>	11/17/2021 Date	CITY COUNCIL APPROVAL City Council Approval Date <input style="width: 100px; height: 20px;" type="text"/>	Budget Officer	Date
Shannon Jones (Nov 17, 2021 10:26 MST)	Department Director Signature	Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	Finance Director <i>{≤ \$5,000}</i>	Date
			City Manager <i>{≤ \$60,000}</i>	Date

CITY OF SANTA FE
CONSTRUCTION CONTRACT
RICHARDS AVE EAST AND CAMPO CONEJO
MASTER METER VAULTS, CIP # 960

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**, hereinafter referred to as the “City,” and **A.A.C. Construction, LLC**, hereinafter referred to as the “Contractor” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Master Meter Vault installation Contract ITB. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) Contractor shall provide and keep at the work site, a complete “as-built” record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual “as-built” conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show “as-built” conditions, Contractor shall prepare sketches which delineate the necessary “as-built” information. City shall furnish two (2) sets of all paper “blue-line” print “approved” drawings for use in accomplishing specified mark-up. Final “as-built” drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work a total amount of nine hundred sixty thousand dollars (\$960,000) in (FY22). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eighty one thousand dollars (\$81,000) 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 forty-one thousand dollars (\$1,041,000) for the term of this Agreement.

B. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **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.

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 City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor 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 parties 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 of 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. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

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

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

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

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest: Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraph A and B of this Article 13 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 13 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 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

A. Changes.

The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Agreement compensation, as outlined in Article 2; or

5) Agreement termination, as outlined in Article 4.

B. Change Request Process.

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

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

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

The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. 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.

17. 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.

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

19. 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.

20. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

21. 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.

22. 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 as 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 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.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the 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

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this 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.

25. 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, NMSA 1978 et. seq., 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.

26. 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.

27. 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.

28. 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:
A.A.C. Construction, LLC
18 La Luna Road
Santa Fe, NM 87507

29. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:
A.A.C. Construction, LLC

ALAN WEBBER, MAYOR

Andrew Sisneros Digitally signed by Andrew Sisneros
DN: cn=Andrew Sisneros, o=A.A.C. Construction,
LLC, ou, email=andrew@cnsf.net, c=US
Date: 2021.11.17 04:22:22 -07'00'

NAME

DATE: _____

Managing Member

TITLE

DATE: 11-17-2021

CRS# 03-157349-00-5

Registration # 222939

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Nov 16, 2021 10:18 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970

Org/Obj

AJH
AJH

WTR1950534



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203112

Contractor: A.A.C Construction

Description: **CIP# 906 Master Meters Richards PL# WTR1950534**
12219106 of contract flow 11B# 55\T2\B -Contract exb: e\30\55 p22e9 ou l6e1 pl l6e1 n6 ro 4 l6e1z

APPROVED BY COUNCIL (FORM 501 10/2019)

NOV 58' 2021

Contract Agreement Lease / Rent Amendment

Term Start Date: as approved Term End Date: 6/30/22

Approved by Council Date: Pending

Contract / Lease: Contract \$1,041,000

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: 22/15/B

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Water Enterprise Fund CIP Org / Object: 5050395.572970

Andy Hopkins
Andy Hopkins (Nov 17, 2021 10:37 MST)

Nov 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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2021

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 Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110		CONTACT NAME: Susan Vance PHONE (A/C, No, Ext): (505) 881-0300 E-MAIL ADDRESS: svance@downeyandco.com		FAX (A/C, No): (505) 881-0908	
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507		INSURER(S) AFFORDING COVERAGE			
		INSURER A: Donegal Insurance Group			
		INSURER B: New Mexico Mutual Casualty Company			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 2021-2022**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			CA9030765	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 0			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	93890.105	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SANTA FE WATER DIVISION 801 W, SAN MATEO ROAD SANTA FE NM 87505	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan J. Vance</i>

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of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe’s Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer’s liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman’s compensation (including accident and occupational disease coverage)	Statutory
Employer’s Liability	\$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: \$500,000 each occurrence; \$1,000,000 aggregate. Property damage liability: \$500,000 each occurrence; \$1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: \$500,000 each person; \$1,000,000 each occurrence. Property damage liability: \$1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than \$25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.



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

BUSINESS REGISTRATION

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

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

Owner: Andrew Sisneros

License Number: 222939

Issued Date: June 07, 2021

Expiration Date: June 07, 2022

CRS Number: 03157349-00-5

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

10^5 50^1 5051

4390 01 02004 (1004 50^1 5051 11234 1121)

Contractor Name: A.A.C Construction

Procurement Title: 22/15/B Master Meter Richards CIP 906

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 Bill Huey Water Division, PUD

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Public Utilities Dept / Water Division/Bill Huey *Bill Huey* Engineer
 Department Rep Printed Name (attesting that all information included) Title Date

Chief Procurement Officer
 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.

*

Signature: Mike Moya
Mike Moya (Nov 16, 2021 14:41 MST)

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

The term extension ensures professional services during bidding and for the initial period of the construction phase, currently estimated to last 30 months (2.5 years). Initially, the extension will allow for bid-phase services that were included in Amendment No. 1. No additional funding is needed for bid-phase services. After the bid phase (scheduled for early 2022) is complete, the project will proceed to the construction phase. The contract has a maximum period of four years including all extensions (ending at the latest on Jan 31, 2023), so engineering services during construction after that time will need to be procured under a new contract. The current contract expires December 31, 2021.

The tasks for engineering services during construction fall within the "Construction Management" scope included (but not funded) in the original contract. A detailed description of the scope and fee of \$437,596.00 plus NMGR (not-to-exceed amount) requested is included in the attached "Exhibit C" from Carollo. Engineering services during construction are needed to address design questions and changes during construction, and are best provided by the design engineer. Engineering services are further needed for project coordination and general engineering support throughout construction. These engineering services are especially important at this time due to significant personnel shortages in the engineering section of the Water Division.

PROCUREMENT METHOD:

The procurement method RFP 19/10/P Awarded on 1/20/2019.

CONTRACT NUMBER:

The FY20 Munis contract number is 3200500
WTR 1950528,

FUNDING SOURCE:

Funding will be available under Water CIP/ WIP Design - Org/Obj 5050395.572960, upon approval of the attached BAR Budget Increase in the amount of \$474,519. This project is listed in the Public Utilities Department CIP and funded from the Water Division rate based cash balance.

The funding source is:

Fund Name/Number: Water Enterprise / 505

Munis Org Name/Number: CIP/ 5050395

Munis Object Name/Number: WIP Design/ 572960

ACTION REQUESTED:

Staff requests approval of Amendment No. 2 to PSA with Carollo Engineers Inc. for *Engineering Services related to the Canyon Road Water Treatment Plant (CRWTP) Comprehensive Performance Evaluation and Facility Optimization Evaluation* for a term extension of three (3) years and additional funding in the amount not to exceed \$437,596.00 plus NMGR; Staff requests approval of a Budget Increase BAR in the amount of \$474,519

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Water/CIP					DATE 12/1/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>	
Water CIP WIP Design CPE	5050395	572960	WTR1950528	474,519		
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 474,519	\$ -	

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment #2 with
with Carollo Engineering for the CPE project.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(474,519)
TOTAL:	(474,519)

Maya Martinez Prepared By {print name}	12/1/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Andy Hopkins Budget Officer	12/1/21 Date		
 Division Director Signature {optional}		CITY COUNCIL APPROVAL				
 Shannon Jones (Dec 1, 2021 12:31 MST)		City Council Approval Date	<input style="width: 100px; height: 20px;" type="text"/>	Finance Director {≤ \$5,000}	Date	
Department Director Signature		12/1/2021 Date	Agenda Item #:	<input style="width: 100px; height: 20px;" type="text"/>	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 # 3200500

Contractor: Carollo Engineers

Description: CPE Design
PL # WTR1950528

Contract Agreement Lease / Rent Amendment

Term Start Date: as approved Term End Date: 12/31/21

Approved by Council Date: 9/30/18

Contract / Lease: \$477,282 plus nmgrt

Amendment # 2 to the Original Contract / Lease # 19-0075

Increase/(Decrease) Amount \$ \$437,596 plus nmgrt

Extend Termination Date to: 1/19/23

Approved by Council Date: pending

Amendment is for:

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

19-0075 Original \$477,282 12/31/20

20-0187 Amd #1 \$433,544 12/31/21

3. Procurement History: 19/10/B

John Downey
Fran Downey (Dec 3, 2021 10:29 MST)

Dec 3, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Amendment 2 to increase and extend term.

4. Funding Source: Water Enterprise Fund CIP

Org / Object: 5050395.572960

Andy Hopkins
Andy Hopkins (Dec 2, 2021 10:04 MST)

Dec 2, 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: _____

**NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS
WHERE REQUIRED BY WRITTEN CONTRACT**

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

- (1) thirty (30) days' notice; or
- (2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

- (1) sixty (60) days' notice; or
- (2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

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

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	60

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

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

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

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	60

All other terms and conditions of this policy remain unchanged.

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

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

**PART SIX
CONDITIONS**

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

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	60

All other terms and conditions of this policy remain unchanged.

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

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

SCHEDULE

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

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

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

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

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Zurich American Insurance Company

Endorsement Effective Date: 7/4/2021

SCHEDULE

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

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

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

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

POLICY NUMBER: GLO 9730569

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

This endorsement modifies insurance provided under the following:

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

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

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

This insurance is excess over:

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

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2021
Exp. Date of Pol. 7/4/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

WC 00 03 13



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

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

Owner: CAROLLO ENGINEERS, INC.

License Number: 117760

Issued Date: February 10, 2021

Expiration Date: February 10, 2022

CRS Number: 03-162628-00-9

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$10.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineers

Procurement Title: Engineering Services for Canyon Road Water Treatment Plant CPE and Facility Optimization Project 19/10/P - Amendment #2

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 Staff Name John Del Mar

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

John Del Mar *John Del Mar* John Del Mar (Dec 1, 2021 10:44 MST) Engineer Supervisor, Water Division Dec 12, 2021
 Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway *Fran Dunaway* Fran Dunaway (Dec 3, 2021 13:29 MST) Chief Procurement Officer Dec 3, 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
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0075; 20-0187**

AMENDMENT No.2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 30, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the 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-1 to the Task listed in Exhibit A of the original contract.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of four hundred thirty seven thousand five hundred ninety six dollars (\$437,596.), plus gross receipts tax, as outlined in Exhibit C-1 attached hereto, 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 rendered, a sum not to exceed one million three hundred forty-eight thousand four hundred twenty-two dollars (\$1,348,422.) plus applicable gross receipts taxes.

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 January 19, 2023, unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

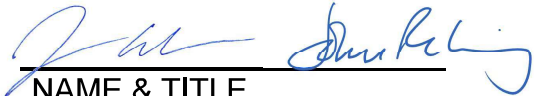
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.



NAME & TITLE
Jason Assouline/A. Vice President John Rehring /
Vice President

Date: 12/01/2021

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 1, 2021 10:26 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572960 WTR1950528
Business Unit/Line Item

^{VH}
HA

Exhibit C-1: Scope of Services

This scope of services amends City of Santa Fe Contract #19-0075 for engineering design services for improvements at the Canyon Road Water Treatment Plant (CRWTP). The scope of this amendment includes engineering services during construction for the project. Details of this scope of work are described herein.

Task 8 – Construction Management

Task 8.1 Project Coordination During Construction

This subtask includes project coordination to be provided throughout construction such as ongoing assessment of schedule and budget and continuing to provide monthly invoice progress reports to the City for the effort associated with the CRWTP engineering services during construction (ESDC). This subtask also includes ongoing cross-coordination between the engineering disciplines, the City, and the Contractor.

Task 8.1 Assumptions

- Monthly invoices will provide documentation for lump sum payment requests.
- The additional services described in this amendment will extend the duration of this task an additional 13 months (until January 2023).
 - The schedule and duration of construction activities are outside of Consultant's control.
- Budget has been included in this task to coordinate the engineering team during construction.

Task 8.2 Construction Meetings and Site Visits

The Consultant will attend weekly construction meetings, both virtually (the project manager and process lead) and periodically in person. The Contractor will lead the weekly construction meetings and will provide meeting agendas and minutes as well as logs for RFIs, submittals, and work change directives.

The Consultant's engineering team will conduct periodic site inspections throughout the project to review the construction progress, assess general conformance with the Contract Documents, and discuss and document relevant construction issues.

Task 8.2 Assumptions

- The estimated total number of site visits by the engineering team is eleven (11). Each engineer site visit will consist of twenty-four (24) hours of labor, including time on site and travel.

Task 8.3 Requests for Information

This subtask includes review of and responses to Requests for Information (RFIs) that are initiated by the Contractor.

Task 8.3 Assumptions

- Seventy five (75) RFIs are assumed at an average of six (6) hours per RFI response.
 - This represents 75 percent of the total anticipated RFIs for the complete construction project.
- The Contractor will provide a document management platform for the project and will coordinate with the Consultant's construction manager to track all RFIs.
- The Contractor will maintain redline markups of the drawings to document responses to RFIs.

Task 8.4 Submittal Reviews

The Consultant will receive, log, review, and comment on shop drawings, submittals, and samples provided by the Contractor. The Consultant will review submittals to determine if the equipment and materials proposed by the Contractor meet the design intent of the Project and the requirements stipulated in the Contract documents.

Task 8.4 Assumptions

- One hundred and seventeen (117) submittals reviews are assumed at an average of six (6) hours of total review time per submittal. The total review time includes and one (1) resubmittal for each submittal.
 - This represents 2/3 of the total number of submittals anticipated for the complete construction project.
- The Consultant will track the total time spent on submittals and if it exceeds the allocated budget, the Consultant may be entitled to additional compensation if multiple resubmittals are required to achieve approval (i.e., the Contractor is not appropriately managing submittal quality).
- The Contractor will provide the document management platform for the project and will coordinate with the Consultant to track submittals.

Task 8.5 Change Orders and Work Change Directives

The Consultant will assist with the development of Work Change Directives (WCD) by revision of specifications, drawings, and/or sketches, as necessary. The Consultant will review Change Order Requests (COR) from the Contractor.

Task 8.5 Assumptions

- Ten (10) WCDs or CORs are assumed, at an average of fifteen (15) total hours (engineering and CAD) each per WCD/COR.
 - This represents 75 percent of the total WCDs/COR anticipated for the complete construction project.
- The Contractor will provide the document management platform for the project which track and coordinate WCD/COR with the Construction Manager.

Task 8 Deliverables

- Monthly progress report to accompany invoices.
- The Consultant will provide inspection reports to communicate construction observations and deficiencies directly to the City and Contractor.
- Review and response to RFIs.
- Review and response to Contractor submittals.
- Revised contract documents for WCDs or Change Order Requests.

Project Schedule

Total duration of construction for this project is assumed to be approximately 24-months. Contractor mobilization is assumed to starting in March 2022 and the ESDC services included in this amendment are intended to cover construction through January 2023. The overall duration of construction activities is subject to change based on the Contractor's overall construction schedule. Since this scope of services does not include ESDC beyond January 2023, a future ESDC contract will be necessary in order for the Consultant to provide ESDC throughout the remainder of construction as well as to provide record drawings and support during the warranty period.

ATTMENT PLANT CONSTRUCTION SERVICES
21

	SENIOR PM (Hours)	SENIOR SPECIALIST (Hours)	SENIOR PROF (Hours)	PROJECT PROF II (Hours)	PROF (Hours)	ASST PROF II (Hours)	ASST PROF I (Hours)	SENIOR TECH (Hours)	TECH (Hours)	DOC PROCESS & CLERICAL (Hours)	TOTAL LABOR HOURS	TOTAL COSTS
Senior PM	\$270	\$252	\$225	\$200	\$169	\$147	\$139	\$172	\$139	\$99		
Senior Specialist	0	80	0	0	0	120	0	0	0	0	200	
Senior Prof	22	240	0	30	100	300	0	0	0	0	692	
Project Prof II	2	60	0	18	216	154	0	0	0	0	450	
Asst Prof II	4	56	0	40	300	300	0	0	0	0	700	
Asst Prof I	0	20	0	6	40	48	0	36	0	0	150	
Senior Tech	28	456	0	94	656	922	0	36	0	0	2192	
Tech	\$7,560	\$114,912	\$0	\$18,800	\$110,864	\$135,534	\$0	\$6,192	\$0	\$0		\$3,393
Doc Process & Clerical												
Subtotal: hours	28	456	0	94	656	922	0	36	0	0	2192	
SUBTOTAL: COSTS	\$7,560	\$114,912	\$0	\$18,800	\$110,864	\$135,534	\$0	\$6,192	\$0	\$0		\$3,393
Senior Hours	28	456	0	94	656	922	0	36	0	0	2192	
Costs (excluding NMGR)	\$7,560	\$114,912	\$0	\$18,800	\$110,864	\$135,534	\$0	\$6,192	\$0	\$0		\$3,393

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Carollo Engineers, Inc.** hereinafter referred to as the "Consultant," 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 Consultant shall perform Engineering Design and Consulting Services related to the Canyon Road Water Treatment Plant as described described in Exhibit "A" attached hereto.

2. **Compensation.**

A. The City shall pay to the Consultant in full payment for services rendered, a sum not to exceed four hundred seventy-seven thousand two hundred eighty two dollars (\$477,282.), plus applicable gross receipts taxes as described in Exhibit "B" attached hereto. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The parties do not intend for the Consultant to continue to provide services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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. Consultant 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 Consultant that payment is requested, it shall provide the Consultant a letter of exception explaining the defect or objection to the services, and outlining steps the Consultant 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 Consultant 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 DFA. This Agreement shall terminate on **December 31, 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 Consultant's receipt of the notice of termination, if the City is the terminating party, or the Consultant's sending of the notice of termination, if the Consultant 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 Consultant 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 Consultant if the Consultant becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Consultant or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state 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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. **Termination Management.** Immediately upon receipt by either the City or the Consultant of notice of termination of this Agreement, the Consultant 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 Consultant 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 Consultant. The City's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.**

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

7. **Assignment.**

The Consultant 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 Consultant 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 Consultant 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, and the City from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Consultant 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 Consultant under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Consultant. Documents, including drawings and specifications, prepared by the Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the City if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant agrees to abide by all federal and state laws and rules and regulations of the Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the City of Santa Fe 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, Consultant 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 Consultant agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Consultant 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. Consultant 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 Consultant shall furnish the City with proof of insurance of Consultant's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Records and Financial Audit.

The Consultant 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

21. Indemnification.

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

The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose,

breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for professional negligence. Additionally, the Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Consultant's subconsultants, that impact project completion and/or success.

22. 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.

23. 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.

24. 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.

25. 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
City of Santa Fe
801 W. San Mateo
Santa Fe, New Mexico 87504

To the Consultant:
Carollo Engineers, Inc.
6200 Uptown Blvd. NE, Suite 120
Albuquerque, New Mexico 87110

26. Authority.

If Consultant is other than a natural person, the individual(s) signing this Agreement on behalf of Consultant represents and warrants that he or she has the power and authority to bind

Consultant, and that no further action, resolution, or approval from Consultant is necessary to enter into a binding contract.

27. Standard of Care.

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

28. City-Provided Information and Services.

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

29. Estimates and Projections.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.

30. Services During Construction.

The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the construction documents.

31. Third Parties.


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


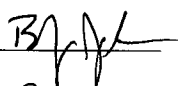
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONSULTANT:

Carollo Engineers, Inc.


ALAN WEBBER, MAYOR

 
NAME AND TITLE
JOHN REISING VP Becky Luna VP

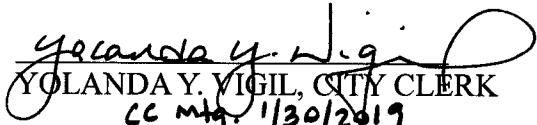
DATE: 2.7.2019

DATE: 2.15.19

CRS#03-162628-00-9

Registration # 18-00117760

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 1/30/2019

APPROVED AS TO FORM:

 12/14
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52350.572960

Business Unit Line Item

Exhibit A: Scope of Services

The scope of engineering services for this project consists of a comprehensive performance evaluation and facility optimization evaluation followed by design and construction management of the selected process improvements. Details of the each task included in this scope of work are described herein.

Task 0 – Project Management

Task 0.1 Project Coordination

Consultant's Project Manager (PM) will provide ongoing project coordination for the project throughout all phases of the project. The Consultant PM will maintain ongoing communications with the City and Consultant project team. In addition, Consultant's PM will coordinate financial management and status of the project as well as serving as the primary point of communication with subconsultants and the City's PM. Consultant's PM will assess potential schedule or budget challenges, should they arise, and will pro-actively discuss corrective actions with the City's PM. Consultant will provide monthly invoices to the City.

Consultant will manage the work of subconsultants identified for work associated with the project scope. The subconsultants for this project include:

- Reservoir limnology – to be provided by a subconsultant for this project. Consultant will employ the services of a limnology subconsultant that specializes in the evaluation and interpretation of data in support of the design of in-reservoir improvements.

Task 0 Assumptions

- Monthly invoices will be provided to provide documentation for lump sum payment requests.
- The duration of evaluation and design phases of the project will be approximately 9 months.
- The schedule and duration of construction activities are outside of Consultant's control, however 12 months of active project management were assumed for this task.

Task 0 Deliverables

- Monthly invoices

Task 1 – Comprehensive Performance Evaluation (CPE)

Task 1.1 Field Investigation

Consultant will conduct a focused site evaluation with up to 4 engineers onsite at the CRWTP for 2 consecutive days to evaluate Priority Processes and solicit operation input on these treatment processes. Priority Processes investigated will include rapid mix, flocculation and sedimentation, filtration, chemical feed systems, residuals handling thickeners and centrifuges, and the CRWTP electrical and control system (including standby generator). Key equipment in the Priority Processes will be evaluated for its probability of failure and consequence of failure based on the visual assessment and judgement of the engineer conducting the assessment at the time of the assessment. Available data will be collected or requested and reviewed as available with the CRWTP staff to understand plant operational concerns and facility limitations. Information will be documented using electronic collection methods.

Task 1.2 CPE Report

After the field investigation, Consultant will evaluate limitations of the Priority Processes relative to the New Mexico Environment Department (NMED) design standards and typical industry practice, consistent with the USEPA CPE protocol. Supplemental data needed to support the evaluation will be requested of the City and reviewed, or recommended for collection. The resulting CPE will be documented in a concise report.

Consultant will conduct a workshop with the City to review the draft CPE Report, revise the report to address City comments, and submit a final report.

Task 1 Assumptions

- Consultant staff conducting the two-day onsite work will include process engineers, a structural engineer, an electrical/I&C engineer.
- Evaluations will be limited to the Priority Processes.
- One workshop in Santa Fe to review the draft CPE report.

Task 1 Deliverables

- Information collected from the onsite assessment will be delivered in an electronic format.
- One draft and one final CPE report will be provided, each submitted in electronic format.

Task 2 – Facility Optimization Evaluation (FOE)

Task 2.1 FOE Capital Analysis

Consultant will identify a list of potential CRWTP improvements based on CPE findings in a Facility Optimization and Evaluation (FOE) plan. Consultant will develop a schematic figure, a cost estimate consistent with an AACE Class 5 estimate, and a one-page summary fact sheet for up to 10 individual capital improvements to support development of a prioritized capital improvement plan (CIP) under Task 2.3. The consulting team will also work with the City to establish finished water quality goals for the CRWTP.

The consulting team will also evaluate the data to determine if reservoir oxygenation may be cost-effective in addressing water quality concerns and reducing water treatment capital and O&M costs. Hypolimnetic oxygenation is one possible in-lake treatment method that could reduce dissolved iron and manganese and provide other water quality benefits such as reducing internal recycling of nutrients that contribute to algae blooms. Since water quality data do not exist, conservative assumptions regarding oxygen demands will be used.

Reservoir temperature and oxygen profiles do not currently exist, and the initial season of data collection will not be available. The existing stage-area-capacity table, bathymetric survey and historical reservoir inflows, releases and water levels will be used to assist in developing estimates of oxygen demands.

The consulting team will compare reservoir oxygenation with treatment processes at the CRWTP to address iron and manganese and other raw water quality concerns.

Task 2.2 FOE O&M and Energy Optimization

Consultant will identify potential lower-capital modifications that can improve operations (e.g., gravity thickener and centrifuge operation) and energy optimization opportunities based on the information collected during the CPE field investigation. These items will be documented along with estimates of capital costs (consistent with AACE Class 5) and conceptual-level O&M savings in a tabular summary delivered to the City.

The Consultant will conduct an operator training workshop, at the CRWTP, that will focus on presenting the operational considerations associated with each of the recommended facility optimization recommendations.

The consulting team will conduct a site visit with City staff to review field and laboratory water quality parameters sampling and analysis. This analysis will include recommendations for frequency of monitoring. In addition, recommendations will be provided on use of water quality monitoring equipment anticipated to be purchased by the City (i.e., sonde).

Task 2.3 Prioritized CRWTP CIP

Consultant will propose a set of evaluation criteria and weighting for the 10 capital projects identified in Task 2.1 for the City's review and editing. Consultant will evaluate the 10 projects against these criteria and use a weighted decision model, with the City's revised criteria and criteria weighting, to prioritize the projects for timing of implementation. The resulting CIP will be presented to the City on a proposed timeline at a workshop in Santa Fe, revised based on comments received at the workshop, and documented in a single version of a technical memorandum that summarizes the Task 2.1 through 2.3 work.

Task 2 Assumptions

- Capital costs will be developed for up to 10 individual projects consistent with AACE Class 5 estimates.
- Tabular summary of potential operational and energy optimization opportunities.
- In-reservoir water quality data collection and analysis will commence no later than April 2019. After the April to November 2019 monitoring period, the consultant will provide a summary of physical, chemical, and biological parameters from this monitoring period.
- City will provide a single set of edits on proposed criteria and weighting that will be used to determine the prioritized CIP. Consultant will score the CIP projects against the criteria and present weighted criteria decision model results at a single workshop in Santa Fe.
- One workshop in Santa Fe to review proposed CIP prioritization and collect City comments.

Task 2 Deliverables

- Single version of a technical memorandum summarizing Tasks 2.1 through 2.3, submitted in electronic format.

Task 3 – Preliminary Engineering Report (PER)

Task 3.1 System Upgrades, Opinion of Cost, and PER

As directed by the City, Consultant will proceed with some or all of Tasks 3 through 8. Consultant and the City will identify the highest priority upgrades identified in Task 2 for development of a preliminary engineering report (PER) under Task 3 and design and construction under Tasks 4 through 8.

It is assumed that the highest priority projects in Tasks 3 through 8 include the Nichols Reservoir Aeration System, the Filter Influent Chlorine Feed System to address influent water quality, and the Clarifier Tube Settler Replacement. The consulting team will work with a nationally-known supplier of reservoir oxygenation equipment to refine estimates of oxygen requirements and planning-level capital costs. On-site oxygen generation at Nichols Reservoir will be compared to trucking of liquid oxygen and storage at the site.

An implementation plan will be developed for the selected improvements. A succinct draft and final PER following the guidelines of NMED Part 1.1 will be developed for the selected improvements. The PER will include the relevant section outlined in Part 1.2 of the Recommended Standards for Water Supply Systems as well as the finished water quality goals for the CRWTP established in Task 2.1.

Task 3 Assumptions

- The PER will be developed for Nichols Reservoir Aeration System, Filter Influent Chlorine Feed System, and the Clarifier Tube Settler Replacement.
- No bench or pilot scale testing will be required for any of the selected improvements.
- Update of estimate of capital and O&M costs from Task 2 for the selected improvements.

Task 3 Deliverables

- Draft and final succinct PER of selected improvements.

Task 4 – Conceptual Design (30%)

Task 4.1 30% Design - Reservoir Aeration and Filter Influent Chlorine Feed

Consultant will develop a conceptual design of the Nichols Reservoir Aeration System and Filter Influent Chlorine Feed System. The in-progress design documents will be made available for the City review and will include preliminary layouts, P&IDs, and preliminary equipment and electrical information. In order to meet the project accelerated project schedule, a formal review of the 30 percent documents will not be conducted by the City.

Task 4.2 30% Design - Clarifier Tube Settler Replacement

Consultant will develop a conceptual design of the Clarifier Tube Settler Replacement. The in-progress design documents will be made available for the City review and will include preliminary layouts, P&IDs, and preliminary equipment and electrical information. In order to meet the project accelerated project schedule, a formal review of the 30 percent documents will not be conducted by the City.

4.3 Construction Estimates and Operations Costs

The previously-developed Class 5 capital cost for the Task 4.1 items will be carried forward for this phase of the project and will not be updated. A Class 5 capital cost will be developed for the Clarifier Tube Settler Replacement.

Task 4 Assumptions

- A formal 30 percent submittal and review will not be conducted for the process improvements.
- In-progress design documents will be made available for City review and comments can be provided to the Consultant project team via the Consultant PM at any time during the continuous design development process.
- Survey data for the clarifier structural elements, tube settlers, and launders will be provided by the City.
- Geotechnical information is not necessary for the anticipated process improvements since they do not include new facilities/structures.
- A 1-day operator training will be conducted by Consultant's PM and process lead at the CRWTP.

Task 4 Deliverables

- No formal submittal

Task 5 – Preliminary Design (60%)

Task 5.1 60% Design - Reservoir Aeration and Filter Influent Chlorine Feed

Consultant will provide preliminary construction plans and a list of anticipated specifications for the Nichols Reservoir Aeration System and Filter Influent Chlorine Feed System improvements. A 60 percent submittal workshop will be held in Santa Fe to review the plans and collect City review comments.

Task 5.2 60% Design - Clarifier Tube Settler Replacement

Consultant will provide preliminary construction plans and a list of anticipated specifications for the Clarifier Tube Settler Replacement. City review comments will be collected as part of the Task 5.1 workshop.

Task 5.3 Cost Estimate Update

The previously-developed Class 5 capital costs will be updated at this phase of the project to AACE Class 4 level.

Task 5 Assumptions

- 60 percent submittal workshop to be held in Santa Fe to review plans and collect City comments.

Task 5 Deliverables

- 60 percent drawings (plans and some sections/details for each discipline as well as all P&IDs)
- Key equipment specifications and a list of all anticipated specifications for the project elements
- Updated cost estimate.

Task 6 – Final Design (90%)

Task 6.1 90% Design Deliverables and Bid Documents - Reservoir Aeration and Filter Influent Chlorine Feed

Consultant will provide 90% documents for final review followed by a complete bid package for the Nichols Reservoir Aeration System and Filter Influent Chlorine Feed System Improvements. A final review meeting of the design documents will be held via remote meeting with City staff and Consultant.

Task 6.2 90% Design Deliverables and Bid Documents - Clarifier Tube Settler Replacement

Consultant will provide 90% documents for final review followed by a complete bid package for the Clarifier Tube Settler Replacement. A final review meeting of the design documents will be held via remote meeting with City staff and Consultant.

Task 6.3 Summary Design Report and Cost Estimate

Consultant will provide a brief summary design report to accompany the final design documents and will update previous cost estimates to an estimate consistent with an AACE Class 3 estimate.

Task 6 Assumptions

- The final review of the design documents will be via a remote meeting with the City staff and Consultant.
- Division 0 and Division 1 specifications will be Consultant's standard documents.

Task 6 Deliverables

- Submittal of 90% design documents for the Nichols Reservoir Aeration System and Filter Influent Chlorine Feed System Improvements, and Clarifier Tube Settler Replacement and concrete repair.
 - Approximately 35 design drawings are estimated for the design of these improvements.
 - Specifications and details
- Brief summary design report to accompany the final design documents.
- AACE Class 3 cost estimate for the final design package.

Task 7 – Bidding

Task 7.1 Bidding Support

Consultant will prepare up to one addendum during the bid phase. Consultant will support the City's review of bids received.

Task 7 Assumptions

- The City will manage and conduct the bidding process.
- Services are limited to preparing one addendum and supporting City's review of bids received.
- All project elements will be bid as a single bid package.

Task 7 Deliverables

- Up to one addendum, if needed.

Task 8 – Construction Management

Task 8.1 Site Visits (Periodic Inspection)

Periodic site visits will be scheduled throughout the construction period to provide support to City inspection. Consultant has assumed 18 full-day site visits by various design engineers during the construction period.

Task 8 Assumptions

- Hours for site visits, office support, and construction management are limited to the construction items specifically described in the subtasks above.
- Conducting daily or weekly field observations is not necessary for the types of improvements assumed for this design under Tasks 3-6.
- Routine inspection may also be provided by City staff.
- Consultant inspection will consist of:
 - Eight site visits conducted by discipline engineers (process, structural, or electrical/I&C) coordinated with specific construction activities.
 - These inspections will require out of state travel by these engineers.
 - Ten site visits will be conducted by a civil engineer from Consultant’s Albuquerque office. These routine inspections will be coordinated with construction activities to assess the overall progress of the project and general conformance with the design documents.
 - Each day of inspection will be assumed to include 12 hours of labor and round trip mileage from Albuquerque to the CRWTP (approximately 70 miles each way). Mileage will be compensated at the IRS rate.
- A 1-day operator training will be conducted by the Consultant’s PM and process lead at the CRWTP.
- Support for pre-conference workshop, progress payments, startup, closeout, training, construction progress meetings, construction reporting and documentation, and other services not specifically listed above will be provided by City staff or accommodated within the hours allocated above.
- Submittals, RFIs, and changes will be tracked by the City.
 - A total of 12 submittals and 6 hours per submittal have been assumed. This includes time to review resubmittals, however if more than two resubmittals are required, Consultant will track the time associated with multiple submittals and may be entitled to additional compensation if excessive submittals are required to achieve approval.
 - A total of 12 RFIs and 4 hours per RFI have been assumed.
 - A total of 2 changes have been assumed with 20 hours associated with developing each change.
- The City’s PM will primarily manage document flow between the Contractor and Consultant.
- The City and/or Contractor will schedule and lead all construction meetings.
- Consultant will provide periodic site inspections that coincide with the weekly construction meetings (when possible).
- Consultant will provide additional inspections of key project elements on a limited basis, by select engineering staff.
- Consultant will communicate observed construction deficiencies via the inspection reports as well as directly with the City’s PM.
- Consultant will not be responsible for overall construction contract administration for any of the design packages. Consultant will not be responsible for startup or commissioning of equipment or overall processes.
- Consultant will follow site safety procedures established by the Contractor and the City and will provide necessary safety equipment and oversight for Consultant staff.

Task 8 Deliverables

- Modifications to drawings, specifications, or details required for changes identified by the City.
- An inspection report to summarize the status of construction observed during each site visit. Each concise inspection report will include photographs of construction activities and a description of specific construction activities observed.

Project Schedule

The evaluation and design phases of the project are anticipated to be completed over a 9-month timeframe, starting from formal notice to proceed. An overall project schedule framework is provided below. Detailed project schedules, including milestones for deliverables and key meetings, will be established between the City and Consultant project managers during execution of the project.

Task	Approximate Months from Notice to Proceed
0	1 through 9 (for evaluation and design tasks)
1	1 through 2
2	3
3	4 through 5
4	6
5	7 through 8
6	9
7 and 8	To be determined by City based on construction schedule

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0075**

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 30, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

B. Pursuant to Article 7 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) in the Task listed in Exhibit "A" of the original contract.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of four hundred thirty three thousand five hundred forty-four dollars (\$433,544.), plus gross receipts tax, as outlined in Exhibit 'C' attached hereto, 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 rendered, a sum not to exceed nine hundred ten thousand eight hundred twenty six dollars (\$910,826) plus gross receipts taxes plus applicable gross receipts taxes.

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 December 31, 2021, unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.


IN WITNESS WHEREOF, the parties have executed this Amendment No. 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: MARCH 27, 2020

CONTRACTOR:
Carollo Engineers, Inc


NAME John Rehring / Jason Assouline
Vice President / Associate Vice President
TITLE

Date: April 20, 2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 19-00117760

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
ccmtg 3/25/20

CITY ATTORNEY'S OFFICE:

 2/18/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

 3/27/20
MARY MCCOY, FINANCE DIRECTOR

5050395.572960 WTR1950528
Business Unit/Line Item

Exhibit C: Scope of Services

This scope of services amends City of Santa Fe Contract #19-0075 for engineering design services for improvements at the Canyon Road Water Treatment Plant (CRWTP). The scope of this design amendment includes process improvements for the addition of flocculation within the clarifier basins as well as geotechnical and survey (subconsultants) and structural. Referred to throughout this scope as "Flocculation Improvements," the design of these additional improvements will be integrated into a single design package with the improvements from the original scope of work (Nichols Reservoir Aeration System and Clarifier Tube Settler Replacement). The scope and fee for this amendment are to be added as new sub-tasks either within existing work tasks or new sub-tasks. Details of each new task included in this scope of work are described herein.

Task 0 – Project Management

Task 0.2 Project Coordination for CRWTP Improvements

Project management will be provided for the Flocculation design and additional engineering services. This subtask includes ongoing assessment of schedule and budget and continuing to provide monthly invoices to the City for the additional effort associated with the CRWTP Improvements. This subtask also provides design management services for the multi-disciplinary design effort.

Management of subconsultants associated with this work is covered in Task 9.

Task 0 Assumptions

- Monthly invoices will provide documentation for lump sum payment requests.
- The original project scope duration was planned to be 9 months. The revised schedule to include the additional improvements described in this amendment will extend the duration of Tasks 1-10 an additional 12 months.
- Additional budget has also been included in this task for design management to coordinate the various design elements.
- The schedule and duration of construction activities are outside of Consultant's control.

Task 0 Deliverables

- Monthly invoices

Task 3 – Preliminary Engineering Report (PER)

Task 3.2 PER Addendum

The Consultant will summarize the design of the Flocculation Improvements in an addendum to the preliminary engineering report (PER) from the base contract. The draft and final PER Addendum following the guidelines of NMED Part 1.1 will be developed for the Flocculation Improvements. The PER Addendum will include the relevant sections outlined in Part 1.2 of the NMED Recommended Standards for Water Supply Systems (2006 Edition).

Task 3 Assumptions

- The amendment covers including the PER for the Flocculation Improvements.
- No bench or pilot scale testing will be required for any of the selected improvements.
- Cost estimates will not be provided as part of this subtask (note that the cost estimate for the 30% design is anticipated to be developed at approximately the same time as the PER).

Task 3 Deliverables

- Draft and final PER Addendum covering the Flocculation Improvements.

Task 4 – Conceptual Design (30%)

Task 4.4 30% Design – Flocculation Improvements

Consultant will develop a conceptual design of the Flocculation system in the existing Clarifier basins.

Consultant will model the CRWTP hydraulics from Rapid Mix through the filter influent, as part of the process upgrades.

Task 4.5 30% Design – QA/QC

Consultant will conduct a quality review of all project elements included in the 30% design (including the originally scoped design elements and those included in this amendment). This QA/QC will support bringing each of the design elements into a coordinated design package.

The Consultant will conduct an in-person 30% design review workshop with the City.

4.6 Construction Cost Estimate – Flocculation Improvements

An AACE Class 4 capital cost estimate (+50% to -30% expected accuracy) will be developed for the CRWTP Flocculation Improvements.

Task 4 Assumptions

- The 30% design documents will be delivered to the City for review and will include preliminary layouts and P&IDs.
- The 30% design documents for Tasks 4.1, 4.2, 4.4, 4.5, and 4.6 will be included in a single deliverable package to the City for review.
- The City will conduct a formal 30% design review. City review comments will be provided to the Consultant project team via the Consultant PM.
- Up to 2 Consultant staff members will attend the 30% design workshop at the CRWTP.
- Survey data for all existing facilities and the area southeast of the existing filter/chemical building will be provided by a subconsultant (covered in Task 9 of this amendment).
- A geotechnical evaluation will be conducted by a subconsultant for new facilities included in this amendment as well as a Chemical Building (covered in Task 9 of this amendment).
- Consultant will develop the 30% design based on record drawings, but specific geotechnical information and survey will be necessary to advance the design beyond 30%.

Task 4 Deliverables

- The 30% design drawings.
- AACE Class 4 capital cost estimate.

Task 5 – Preliminary Design (60%)

Task 5.4 60% Design – Flocculation Improvements

Following the receipt of the City's 30% review comments, the Consultant will continue to develop the design to provide construction plans and specifications for the flocculation improvements in this amendment.

Task 5.5 60% Design – QA/QC

Prior to submitting the 60% design to the City, the Consultant will perform a quality review of all project elements included in the 60% design, including cross-discipline coordination.

The Consultant will conduct a 60% submittal workshop, to be held at the CRWTP to review plans and collect City review comments.

Task 5.6 Cost Estimate Update

The previously developed AACE Class 4 capital cost estimates for the 30% design will be updated at this phase of the project to an AACE Class 3 level (+30% to -20% expected accuracy).

Task 5 Assumptions

- The 60% design drawings and specifications will be delivered to the City in PDF format.
- Up to 2 Consultant staff members will attend the 60% design workshop at the CRWTP.
- Based on the 60% design deliverables and cost estimate, the City will determine which items will be included in the 90% design phase of project improvements (Task 6). The design of items to be included (i.e., plates) in the final bid package will be advanced, as described in subsequent tasks.

Task 5 Deliverables

- 60% drawings (plans, sections, and details for each discipline as well as all P&IDs).
- Specifications.
 - Most specifications will be advanced at this stage and disciplines such as structural and process will be nearly complete.
 - A list of all anticipated specifications for the project elements will be provided with the 60% design.
- Updated cost estimate.

Task 6 – Final Design (90%)

Task 6.4 90% Design Deliverables and Bid Documents – Flocculation Improvements

Based on City input at the 60% design milestone, the Consultant will utilize this task to advance the design of the Flocculation Improvements for the 90% deliverable package.

Task 6.6 90% QA/QC

Prior to submitting the 90% design to the City, the Consultant will perform a final quality review of all project elements included in the 90% design.

Task 6.7 Design Report and Final Cost Estimate – Flocculation Improvements

Consultant will add content to the originally-scoped summary design report that will accompany the final design documents. Consultant will update previous cost estimates to an estimate consistent with an AACE Class 2 estimate (+20% to -15% expected accuracy).

Task 6.8 Bid Documents

After City review of the complete 90% deliverable package, the Consultant will produce final Bid Documents consisting of drawing, specifications, and details. The project elements included in the 90% deliverables and bid documents will be based on the City's determination (at the 60% design workshop) of what is to be included in construction.

Task 6 Assumptions

- Some of the project components may be omitted from the 90% design.
- The final review of the design documents will be conducted via an in-person workshop with the City staff and Consultant.
 - Division 0 and Division 1 specifications will be Consultant's standard documents.

- A total of 86 design drawings are assumed for the complete design of the Flocculation Improvements.
- The final design components will be incorporated into the summary design report as per the original scope, to accompany the final design documents.
- Bid documents will be provided in electronic (PDF) format.

Task 6 Deliverables

- Submittal of 90% design documents for all project elements (design drawings, specifications and details).
- Summary design report
- AACE Class 2 cost estimate for the final design package.

Task 8 – Construction Management

Construction phase services were included in the initial scope of services to support construction of the originally-scoped design elements. The scope of the project has significantly increased, requiring additional engineering services during construction (office-based) and construction management. However, due to the uncertainty regarding which elements of the Flocculation Improvements will be funded for construction, construction phase services are not scoped at this time. An additional amendment for engineering services during construction and construction management will be negotiated between the City and the Consultant after the 60% design review workshop and prior to completion of the design.

Task 9 – Subconsultants and Supplemental Engineering

The Consultant will contract directly with and manage the work of subconsultants associated with the project scope, as identified in the following subtasks. The Consultant will also provide supplemental engineering in addition to the facility design work, focused on structural evaluation in the existing chemical area.

Task 9.1 Geotechnical Engineering

As requested by the City, the Consultant will subcontract with Geotest for geotechnical engineering services for the project. The geotechnical engineering will focus on the subsurface exploration necessary for the new chemical building anticipated to be located southeast of the existing filter building and the flocculator electrical building located south of the existing flocculation and clarifier structures. The geotechnical engineering will include up to 6 borings and a geotechnical report that provides guidance and recommendations for design of the new structures.

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The Consultant will subcontract with Cobb Fendley for surveying services on the project. Surveying services will include both site-wide topographic survey for the CRWTP and key structural elevations necessary to evaluate the hydraulics of the main treatment process and residuals system.

Task 9.3 Structural Evaluation

The Consultant will conduct a structural evaluation of the upper and intermediate floor slabs in the filter building (i.e., alum, fluoride, and soda ash storage areas) to determine immediate and near-term structural repair recommendations. These areas were identified in the CPE/FOE Report (Tasks 100 and 200 of the originally scope of work) as locations that required additional evaluation and repair recommendations to address potential safety risks. The review will include examination of record drawings of the structure as well as a site-visit by up to 2 structural engineers.

Task 9 Assumptions

- The on-site structural evaluation will be conducted over a 1-day period.

Task 9 Deliverables

Consultant will provide a written report summarizing the structural evaluation in 9.3.

Project Schedule

The amended design phases of the project are anticipated to add 12 months to the originally planned design tasks timeframe. The ongoing design work and the design associated with this amendment will be consolidated into a single deliverable. Detailed project schedules, including milestones for deliverables and key meetings, will be established between the City and Consultant project managers during execution of the project.

Task		Approximate Completion
0	Project Management	Ongoing
3	PER	End of February 2019
4	30% design	End of February 2019
5	60% design	End of May 2020
6	Final design	End of September 2020
7	Bidding services	October 2020 through March 2021
8	Construction Services	To be determined by City based on bidding and construction scope and schedule
9	Subconsultants	May 2020
10	Procurement and Supplemental Engineering	December 2020

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Task 9 Assumptions

- The on-site structural evaluation will be conducted over a 1-day period.

Task 9 Deliverables

Consultant will provide a written report summarizing the structural evaluation in 9.3.

Project Schedule

The amended design phases of the project are anticipated to add 12 months to the originally planned design tasks timeframe. The ongoing design work and the design associated with this amendment will be consolidated into a single deliverable. Detailed project schedules, including milestones for deliverables and key meetings, will be established between the City and Consultant project managers during execution of the project.

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6	Final design	End of September 2020
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8	Construction Services	To be determined by City based on bidding and construction scope and schedule
9	Subconsultants	May 2020
10	Procurement and Supplemental Engineering	December 2020

EXHIBIT C: CITY OF SANTA FE CANYON ROAD WATER TREATMENT PLANT DESIGN AMENDMENT February 13, 2020		CAROLLO DIRECT LABOR											SUBCONTRACT				CAROLLO DIRECT EXPENSES				TOTAL COST SERIAL NUMBER		
LINE	DESCRIPTION	SENIOR PM	SENIOR SPECLIST	SENIOR PROF	PROJECT PROF II	PROF	ASST PROF II	ASST PROF I	SENIOR TECH	TECH	DOC PRP & CLER	TOTAL LABOR HOURS	TOTAL LABOR COSTS	TOTAL LABOR HOURS	TOTAL LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE	SUBCONTRACT MARKUP	TRAVEL & OTHER DIRECT COSTS	PERCENT CAROLLO DL Hrs	TOTAL OF OTHERS	TOTAL COST SERIAL NUMBER	
	2020 Labor Rates	\$202	\$241	\$215	\$181	\$152	\$141	\$133	\$155	\$133	\$55							10%		\$12.30			
Task 0 - Project Management																							
0.2	Project Coordination	0	0	40	15	0	0	0	0	0	0	45	\$10,920								\$590	\$200	\$11,290
	SUBTOTAL COSTS	\$2,098	\$0	\$8,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	45	\$10,920							\$0	\$590	\$898	\$11,298
Task 3 - Preliminary Engineering Report (PER)																							
3.2	Complete PER (with amendment scope elements)	0	10	0	0	0	0	20	0	0	4	34	\$8,258								\$418	\$178	\$8,854
	SUBTOTAL COSTS	\$0	\$2,410	\$0	\$0	\$0	\$0	\$2,650	\$0	\$0	\$300	34	\$8,480							\$0	\$0	\$418	\$8,898
Table 4 - Conceptual Design (38%)																							
4.4	30% Design - Flocculation		20	20	30	30	40	50	40	50	7	216	\$52,440								\$3,560	\$3,560	\$59,560
4.5	30% O&M		20	20	24	24	40	50	40	50	7	216	\$52,440								\$3,560	\$3,560	\$59,560
4.6	Cost Estimate		0	40	14	24	24	40	20	40	60	4	414	\$10,340							\$730	\$730	\$11,070
	SUBTOTAL COSTS	\$0	\$9,640	\$15,010	\$10,314	\$4,960	\$5,640	\$9,576	\$8,800	\$7,800	\$300		\$78,800							\$10,800	\$5,092	\$8,892	\$78,782
Task 5 - Preliminary Design (60%)																							
5.4	60% Design - Flocculation		20	20	60	60	60	60	60	100	30	470	\$79,780								\$4,781	\$5,781	\$79,771
5.5	60% O&M		20	20	20	20	40	40	40	60	80	80	\$14,880								\$3,800	\$7,300	\$19,410
5.6	Cost Estimate Update		0	20	20	20	40	40	40	60	80	80	\$14,880								\$3,800	\$7,300	\$19,410
	SUBTOTAL COSTS	\$0	\$18,280	\$8,000	\$11,460	\$11,080	\$8,480	\$9,084	\$9,900	\$13,300	\$2,850		\$101,244							\$0	\$3,800	\$7,300	\$111,104
Task 6 - Final Design (80%)																							
6.4	80% Design - Flocculation		20	20	40	40	40	40	40	60	30	410	\$95,710								\$10,443	\$5,500	\$98,753
6.5	80% O&M		20	20	20	20	40	40	40	60	80	80	\$14,880								\$3,800	\$7,300	\$19,410
6.7	Updated Design Report and Final Cost Estimate		0	0	20	20	20	20	40	40	17	203	\$33,630								\$3,460	\$3,460	\$36,780
6.8	Bid Documents		20	20	20	20	20	20	40	40	17	203	\$33,630								\$3,460	\$3,460	\$36,780
	SUBTOTAL COSTS	\$5,240	\$21,208	\$12,500	\$11,460	\$8,720	\$11,200	\$10,640	\$16,500	\$16,492	\$5,150		\$128,170							\$0	\$2,500	\$9,422	\$141,092
Task 7 - Subconsultants and Supplemental Engineering																							
7.1	Geotechnical Engineering		0	0	0	0	0	0	0	0	0	18	\$2,880								\$30,000	\$30,000	\$32,880
7.2	Survey		0	0	0	0	0	0	0	0	0	24	\$4,104								\$30,000	\$26,000	\$32,204
7.3	Structural Evaluation		0	68	8	0	20	0	2	8	0	124	\$18,232								\$1,300	\$1,033	\$19,265
	SUBTOTAL COSTS	\$0	\$16,356	\$1,720	\$0	\$3,240	\$0	\$2,660	\$1,300	\$0	\$0	124	\$18,232							\$0	\$30,000	\$27,033	\$45,265
TOTAL SERVICES - LABOR HOURS		56	206	262	174	178	180	260	206	284	92	1849											
TOTAL COST OF SERVICES (EXCLUDING NMQR)		\$14,672	\$68,926	\$54,330	\$33,234	\$28,836	\$25,380	\$34,860	\$34,320	\$9,772	\$8,740		\$342,790							\$50,000	\$80,000	\$8,000	\$483,640
																							\$436,840



**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 Carollo Engineers, Inc

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$477,282.00

Termination Date: December 31, 2020

Approved by Council Date: January 30, 2019

or by City Manager Date: _____

Contract is for: Design CPE

Amendment # 1 to the Original Contract# 190075

Increase/(Decrease) Amount \$ \$433,544.00

Extend Termination Date to: December 31, 2021

Approved by Council Pending

or by City Manager Date: _____

Amendment is for: Increase and amend scope and compensation

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ 477,282.00 of original Contract# pe ning ^{Contract Numis # ?} Termination Date: 12/31/2020

Reason: Original Contract

Amount \$ 433,544.00 amendment # 1 Termination Date: 12/31/2021

Reason: increase and amend scope and Comp

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$ 910,826.00

PURCHASING DIVISION
FEB 20 2020 PM 1:54



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 19/10P Date: September 26, 2018
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other _____

6 Procurement History: 2 year - *Shall not exceed 4yrs. Current exp: 12/30/20 \$477,282.
 example: (First year of 4 year contract) increasing - additional \$ 433,544 -
Dr. Duran, CPU 2/25/20
 Purchasing Officer iew

Comments or Exceptions: Deliverables (a list? for \$477,282 2/19-2/20?)
from contractor.

7 Funding Source: Water CIP BU/Line Item: 5050395.572960
ASU 2/17/20 WTR1950528
 Munis # 3200500

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 # #

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: Carollo Engineers, Inc.

Procurement Title: Engineering Services for Canyon Road Water Treatment Plant CPE and Facility Optimization Project

Solicitation RFP#: #'19/10/P - Amendment #1

Department Requesting/Staff Member Kristin Johansen, Water Division Engineer

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet <i>NOT attached 2/25/20</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or <u>Amendment</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Kristin Johansen, Water Division Engineer

Department Rep Printed Name and Title

[Signature]

Department Rep Signature attesting that all information included

Shan Donaway, CPD 2/25/20
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

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

PURCHASING DIVISION
FEB 20 20 PM 1:53

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Pricing evaluation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

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

DISCLOSURES*

YES N/A

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

CONTRACT*

YES N/A

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

MISCELLANEOUS FILE*

YES N/A

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

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


PROTEST (If applicable)*

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

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

- | YES | N/A | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Original proposal (s) with no redactions NOT Attached - 2/25/2020 |

Kristin Johansen, Water Division Engineer
Department Rep Printed Name and Title


Department Rep Signature attesting that all information included



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2020

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 Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Carollo Engineers, Inc. 2795 Mitchell Dr. Walnut Creek CA 94598-1601	INSURER A : INSURER B : American Casualty Company of Reading, PA 20427 INSURER C : Valley Forge Insurance Company 20508 INSURER D : Continental Casualty Company 20443 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 53461185 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	6050490270 6050490298	12/31/2019 12/31/2020 12/31/2019 12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	Deductible: \$0 E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D	Professional Liability Unlimited Prior Acts		AEH288354410	7/4/2019	7/4/2020	Each Claim: \$1,000,000 Aggregate: \$1,000,000 Deductible: \$400,000

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

Projects as on file with the insured including but not limited to: Canyon Road Water Treatment Plant CPE and Facility Optimization Project, CIP #924-A RFP # 19/10/P, Carollo Project #11443A.10

CERTIFICATE HOLDER City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. 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 Michael Christian
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2020

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.

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PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td></td> </tr> <tr> <td>INSURER B : American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER C : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B : American Casualty Company of Reading, PA	20427	INSURER C : Valley Forge Insurance Company	20508	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :
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COVERAGES **CERTIFICATE NUMBER: 53461185** **REVISION NUMBER:**

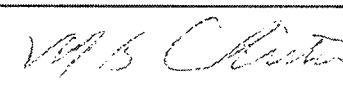
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

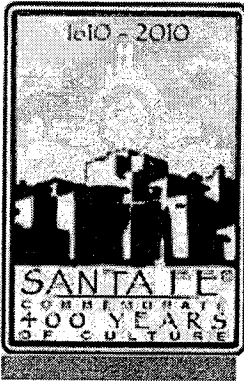
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6050490270	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Deductible: \$0
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6050490298	12/31/2019	12/31/2020	E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to: Canyon Road Water Treatment Plant CPE and Facility Optimization Project, CIP #924-A RFP #19/10/P, Carollo Project #11443A 10

CERTIFICATE HOLDER **CANCELLATION**

City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. H Santa Fee NM 87505	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Michael Christian



Business Licenses

- Home
- License Information ▶
- Renew License
- Email Us

Public License Information

[Renew License](#)

License Number: 19-00117760
Business Control: 0062618 **Location ID:** 000034965

Business Name & Address
 CAROLLO ENGINEERS INC
 SF COUNTY
 SANTA FE NM 87501

Mailing Address
 4600 E WASHINGTON STE 500

Date Opened: 01/16/2013

PHOENIX AZ 85034

Contractor Flag:

Business Phone: (714) 593-5100

Type of Ownership: CP

Status: Active

Owner Information

License Information

Classification: 010COUN BUSINESS LOCATED OUT OF CITY LIMITS
License Status, Date: ACTIVE , 12/27/2018
Appl, Issue Date: 12/27/2018, 12/27/2018
License Valid Thru Date: 12/31/2019

The education program is expanding quickly and there is a lot of support and partnerships being formed. This contract would allow us to continue the 5th grade My Water, My Watershed program and further leverage the education programming of the SFWA to expand our Passport Program to include:

- 6th grade component aligned with the SFWA's Mi Arroyo, Mi Tierra program
- Middle school component aligned with the SFWA's Watershed Community Science and Monitoring program
- Education rain garden projects for high school students and a "Build your own Basin" program for our residential customers
- Educational tours for the public into the Municipal Watershed

The SFWA has a team of talented educators and staff who have established relationships with many others in the City. Partnering with them has made our education program very successful and we're excited to continue to expand the program as well as collaborate internally to build each other's messaging into a comprehensive education program.

PROCUREMENT METHOD:

The procurement method is a Sole Source approved by the City of Santa Fe Purchasing Director on 10/13/21.

CONTRACT NUMBER:

The FY22 Munis contract number is 3203114

FUNDING SOURCE:

Budget is available amount of \$95,425 in the following

The funding source is:

Fund Name/Number: Water Division/505

Munis Org Name/Number: Water Conservation/ 5050382

Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:

Request review and approval of the Sole Source PSA with SFWA.

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 **Santa Fe Watershed Association** , hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work as described in Exhibit “A” attached hereto.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement including gross receipts tax and expenses, shall not exceed three hundred eighty one thousand seven hundred dollars (\$381,700) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars (\$88,000) in (FY22). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars (\$7,425) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars (\$88,000) in (FY23). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars (\$7,425) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars (\$88,000) in (FY24). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars (\$7,425) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars (\$88,000) in (FY25). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars (\$7,425) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to

year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **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. 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 as 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:
Christine Chavez
Water Conservation Dept.
Water Division
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Santa Fe Watershed Association
1413 Second Street, Suite 3
Santa Fe, NM 87505

27. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:
Santa Fe Watershed Association

ALAN WEBBER, MAYOR
/H

DATE: _____

Andy Otto

NAME *Andy Otto*
Executive Director
TITLE

DATE: *24 November 2021*
CRS# *02-477993-00-8*
Registration # *224509*

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Nov 16, 2021 10:20 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050382.510310

●rg. Name/Org#.

Exhibit A

1. SCOPE OF SERVICES:

A. In support of the City of Santa Fe's Municipal Watershed Management Program and the goals of the City Water Conservation Department, the Contractor shall provide watershed educational outreach, including: forest and riparian ecology, natural and cultural history, water conservation, and water issues to the general public and to Santa Fe youth. The goals of the outreach to the Santa Fe community are to create greater awareness and a sense of ownership toward the municipal watershed and the entire Santa Fe River watershed as a whole, plus an appreciation for pressing water resource issues such as drought and climate change and fostering community support for the ongoing forest and watershed management activities, which protect the City of Santa Fe's drinking water supply.

Contractor will obtain City approval for all information made available to the public under this contract, including brochures, publications, utility billing inserts, newsletters, on-line content, video, articles, and press releases. Contractor shall follow Watershed Access Policy Guidelines for all entry to the closed Santa Fe Municipal Watershed.

B. Specific Scope of Work shall include:

1) My Water, My Watershed – 5th Grade Outdoor Education Programming

Multiple classroom visits with a corresponding field trip is a more effective means of educating youth than a single classroom visit and is more costly. Contractor shall conduct an experiential, hands-on, science-based education program to at least twenty classrooms. This program provides a classroom session introducing watersheds and methods used to evaluate the health of an environment. This is followed by an all-day field visit to the watershed to investigate, explore and collect data. The program culminates in a classroom session to evaluate and interpret their data along with exploring ideas for water conservation. All activities are correlated to state education science standards and benchmarks. Additional activities and evaluations are made available for teachers prior to and/or following the final classroom visits.

Alternative Virtual Classes:

Given the great uncertainty surrounding outdoor education programming in New Mexico for the foreseeable future, SFWA has designed the YouTube videos to be usable by teachers, whether we are able to facilitate in-person class visits and field trips or not. If we are able to have field trips in the near future, the videos will provide a fun and educational supplement. If we are not able to have field trips, students will still have the opportunity to learn about their local watershed and some of the other important topics we cover in the “My Water, My Watershed” program. Teachers can schedule “virtual field trips” if in-person experiences are not possible.

Two Facebook Live videos along were created on subjects that would normally be delivered to students during classroom visits and field trips.

The first Facebook Live video, “build your own water cycle,” can be viewed here: <https://www.facebook.com/watch/?v=823745051484488>

The second Facebook Live video, “cabbage juice as a pH indicator,” can be viewed here:

<https://www.facebook.com/watch/?v=236203444355467>

The “My Water, My Watershed” playlist, currently consisting of three videos, can be viewed on SFWA’s YouTube channel:

https://www.youtube.com/playlist?list=PLpdgEunifDfTZsEJ7_4KCozZwqD4xG-y9

Santa Fe Outdoor Education Collaborative:

A Task Force of Teachers will be annually convened as part of a cooperative program between the Santa Fe Watershed Association, the Santa Fe Botanical Garden, and the Randall Davey Audubon Center. The goal is to advise on both the program and the curriculum. These findings will be part of the Annual Report.

Curriculum Revision/Development

Given the drastic changes to education within the last year and a half, as well as expanding opportunities for collaboration and outdoor learning, it is important to periodically update existing programming and develop supplemental learning opportunities.

The My Water, My Watershed Program curriculum will be revised with City approval, in order to align with developments in educational standards, resources, and programming that is available through other organizations.

Deliverables: Two classroom programs and one field visit for up to at least 20 school classes, serving approx. 400 students per year over the contract period, as well as an updated curriculum. The Contractor shall coordinate with the teachers and public-school transportation system to provide buses for the field portion of the program. Costs included cover the cost of the buses for transportation and a restroom facility in the watershed. Also, costs included cover the Contractor

securing alternative sites for the program outside the municipal watershed while municipal reservoir construction activities are occurring.

The Contractor shall coordinate all planned classroom field trips with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate this program. The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation.

2) City Water Conservation Department Educational Support and Consulting

The Contractor shall be available for direct consultation, programming development and support with the City Water Conservation Department. This includes meetings, collaborations, assistance with facilitating relevant City outreach programming, and developing and assisting with other relevant City programs.

Deliverable: regular meetings with Water Conservation personnel.

3) Mi Arroyo, Mi Tierra – 6th Grade Outdoor Education Programming

As a supplement to the 5th Grade program, SFWA will develop a 6th Grade program focused on arroyo learning and stewardship. This curriculum will still focus on core science concepts and aligned with State standards but will expand to service-learning and place-based engagement. Once the curriculum is developed, SFWA will work with teachers, the Santa Fe Outdoor Education Collaborative, and other partners to maximize the reach and relevance of the program. The curriculum will continue to be periodically update to reflect teacher feedback and new education standards.

Deliverables: 6th Grade arroyo curriculum (first year), and at least 10 SFPS classes in following years (~200 students). Students will be able to experience the ephemeral channels closest to their schools, as well as understand how arroyos are connected throughout the Santa Fe River watershed.

4) Watershed Community Science and Monitoring

The Contractor will revisit and revise previous monitoring protocols for Middle and High School students, collaborate with other organizations to effectively manage data and protocols, and create an overall monitoring curriculum. Monitoring is an effective strategy to engage middle and high school students in

watershed management, while helping all of us get a better picture of the many facets of watershed health. Students will be able to collect data on a variety of variables throughout the watershed, such as near their schools, in nearby arroyos, rain gardens, different sections of the River, and in the Municipal Watershed.

Deliverables: in the first year the Contractor will develop an overall monitoring curriculum for Middle and High School Students, as well as adult volunteers. In following years the Contractor will share data as it is collected, and will align protocols with City of Santa Fe Guidelines.

5) Educational Rain Gardens

The Contractor will work with the Santa Fe Public Schools Office of Sustainability, schools, teachers, students and other community organizations to design and care for rain gardens on campus. Students will have the opportunity to learn about green stormwater infrastructure, soil health, pollinator habitat, water conservation, and groundwater infiltration. The Contractor will be available to help oversee and/or facilitate the construction of new rain gardens as well, but associated costs are outside this Scope of Work.

Deliverables: the Contractor will work with 4 schools per year to design and maintain rain gardens.

6) New Mexico Climate Masters Program

Climate Change has become a reality, and nowhere is it seen more dramatically than in the drying of the forest and lessening of the surface water supply, especially the Santa Fe River. To help promote education of the impacts of climate change, and focus outreach efforts toward community leaders, activists, and residents pursuing continuing education, the Contractor has designed an adult learning program that emphasizes the need for mitigation strategies, careful resource planning and water use in the Santa Fe River watershed.

Deliverables: The Contractor shall implement a New Mexico Climate Masters Program modeled after the New Mexico Environment Department's successful program. Up to 25 participants will go through a 30 hour program (10 classroom sessions at two and a half hours each session along with a 5 hour field trip) covering topics from transportation, energy efficiency, consumption and waste, and water resources and forest ecology with specific attention to impacts of climate change to Santa Fe's surface water resources and the implications for future planning and use. The participants will take a field trip into the municipal watershed, coordinated by the SFWA education staff, to learn about ongoing

efforts to protect the City's water supply from catastrophic wildfire and about the City's water utility's infrastructure, diverse water supply portfolio, and long range management strategies to ensure safe, reliable water supply.

The Contractor shall coordinate the planned NM Climate Masters Program field trip with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate these watershed activities. (The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation.

In addition to the classroom experience, participants are expected to complete 30 hours of community carbon reduction and water conservation outreach service as part of their individual or group projects. The Contractor shall approve of and support the student-designed projects, which the Contractor shall highlight in the newsletter.

7) Public Hikes and Van Trips – Municipal Watershed Tours

The best way to get people interested in the Santa Fe River watershed is to have them experience it directly. These Upper Watershed hikes will be offered throughout the year from July through October. Three of the four watershed tours will be five mile hiking tours; one of the watershed tours will be a driving tour for accessibility to those who otherwise could not complete the hiking tours. All public hiking tours will be approximately five hours round trip due to walking; the driving tour will be two and a half hours round trip. Each tour will provide an overview of the watershed's natural history, fire ecology, vegetation and water management, as follows:

- Natural history: local flora and fauna, and human impacts upon them
- Fire ecology: fire history and fire regimes of forest types within the watershed
- Vegetation management: the need for thinning and burning, smoke education, and management strategies in Wilderness Area versus lower vegetation zones
- Water management: reservoirs, river health, conservation, and mechanisms for preserving water quality
- Cultural history: water use and management over the last 400 years

Deliverables: Four guided tours of the municipal watershed, which include three hiking tours and one driving tour. The Contractor shall publicize the watershed tours (with the intent to recruit participants from underrepresented areas of the city),

organize speakers, register and fill-out the necessary city access forms, and lead each outing.

A handout with basic information on each subject will be available for all participants. The handout will be developed in collaboration with all partners, with the US Forest Service providing information on fire ecology and vegetation management, and the City providing information about water management and wildland urban fire.

The Contractor shall coordinate all planned public watershed hikes, including van tours, with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate these watershed activities. The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation. The Contractor shall not charge a fee or request a donation of any municipal watershed tour participant.

8) Annual Report

An educational outreach Annual Report citing results of the My Water, My Watershed 5th grade classroom and field visit pre and post-tests; number of students involved in the My Water, My Watershed program; results of the middle/high school monitoring, including the amount of students; amount of participants in the municipal watershed tours; number of participants in the climate master's program; number of successful community programs; website updates.

Deliverable: Contractor will deliver at least two printed copies of the educational outreach Annual Report and one electronic version to the City of Santa Fe Water Division. Contractor will present information from the final version of the Annual Report to the City of Santa Fe's governing body and other associated committees, commissions, or boards, such as Public Utilities Committee, River Commission, or Buckman Direct Diversion Board, upon request.

With the guidance of the City Water Conservation Department, the Contractor will also provide updates on all other programming described in this Scope of Work, such as the 6th Grade arroyo program, Climate Masters, rain garden education, monitoring, and Municipal Watershed hikes.



Santa Fe
WATERSHED
ASSOCIATION

1413 Second Street, Suite 3
Santa Fe, NM 87505
Phone: 505-820-1696
Fax: 505-986-9132
www.santafewatershed.org

Sole Source Estimate

Delivered to:
Christine Chavez Water Conservation Dept. City of Santa Fe City of Santa Fe Water Division P.O. Box 909 Santa Fe, NM 87504-0909

Description	Amount Estimated:
Professional Services-Provide general watershed educational outreach to the general public and Santa Fe youth. <u>August 20, 2021</u>	
Task 1: My Water, My Watershed 5th Grade Outdoor Education Programming (virtual and in-person watershed activities as COVID-guidelines allow, including field trips with at least 20 classes, classroom visits, teacher support, a final report, and regular curriculum updating)	\$30,000.00 / year
Task 2: Assist and Support Education Programming and Outreach at City Water Conservation Department (consulting, updating City programs, fit with other departments, programs)	\$20,000 / year
Task 3: Mi Arroyo, Mi Tierra 6th Grade Programming (6 th Grade arroyo extension of MWMW program, including curriculum design and updates, field trips, classroom visits, teacher support, and a final report)	\$15,000.00 / year
Task 4: Watershed Community Science and Monitoring (develop, implement, and update monitoring, data collection and storage opportunities for volunteers and students, as well as mentorship opportunities between age groups)	\$6,000.00 / year
Task 5: Educational Rain Gardens (work with schools, teachers, and students to design and maintain rain gardens on school properties. Construction costs would be extra)	\$10,000 / year
Task 6: Climate Masters (10 classes and a final report)	\$5,000.00 / year

Task 7: Municipal Watershed Adult Hikes (including a final report)	\$1,000.00 / year
Task 8: Year-End Report (summary of all task deliverables)	\$1,000.00 / year
Tax:	N/A per non-profit status
Total	\$88,000.00
Total Estimate:	\$88,000.00

Respectfully submitted,



Mori Hensley, Director of Planning, Education, and Restoration



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203114

Contractor: Santa Fe Watershed Association

Description: Water Conservation Educational Outreach Program

Contract Agreement Lease / Rent Amendment

Term Start Date: as approved Term End Date: 6/30/25

Approved by Council Date: Pending

Contract / Lease: Contract \$352,000

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: Sole Source 10/13/21

Stren Denny
Stren Denny (Dec 3, 2021 11:30 MST)

Dec 3, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Sole Source approved and posted 30days. issuance of a PSA

4. Funding Source: Water Conservation

Org / Object: 5050382.510310

Andy Hopkins
Andy Hopkins (Dec 2, 2021 11:52 MST)

Dec 2, 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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2021

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 Arthur J. Gallagher Risk Management Services, Inc. 400 Kiva Court Santa Fe NM 87505	CONTACT NAME: Leigh Quirk PHONE (A/C No, Ext): 575-224-3175 E-MAIL ADDRESS:	FAX (A/C, No): 505-983-9145
	INSURER(S) AFFORDING COVERAGE	
INSURED Santa Fe Watershed Association 1413 Second St., Ste 3 Santa Fe NM 87505	INSURER A : Philadelphia Indemnity Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 484277775

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2252699	3/19/2021	3/19/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESSLIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City Of Santa Fe
 P O Box 909
 Santa Fe NM 87504-0909
 USA

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: SANTA FE WATERSHED
ASSOCIATION
DBA: SANTA FE WATERSHED
ASSOCIATION

Business Location: 1413 SECOND ST
SANTA FE, NM 87505

Owner: SANTA FE WATERSHED ASSOCIATION

License Number: 224509

Issued Date: June 02, 2021

Expiration Date: June 02, 2022

CRS Number: 02477993008

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

SANTA FE WATERSHED ASSOCIATION
1413 SECOND ST SUITE 3
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE












Santa Fe Watershed packet

Final Audit Report

2021-11-22

Created:	2021-11-22
By:	Maya Martinez (mfmartinez@ci.santa-fe,nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjHEpOEWhFrgo58PxtPXneWOgxp4OfJOs

"Santa Fe Watershed packet" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe,nm.us)
2021-11-22 - 5:38:06 PM GMT- IP address: 63.232.20.2
-  Document emailed to Christine Chavez (cychavez@santafenm.gov) for signature
2021-11-22 - 5:39:12 PM GMT
-  Email viewed by Christine Chavez (cychavez@santafenm.gov)
2021-11-22 - 7:14:26 PM GMT- IP address: 104.47.65.254
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Signature Date: 2021-11-22 - 7:15:16 PM GMT - Time Source: server- IP address: 73.127.180.217
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
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Signature Date: 2021-11-22 - 8:15:05 PM GMT - Time Source: server- IP address: 63.232.20.2
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Signature Date: 2021-11-22 - 8:25:00 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-11-22 - 8:25:00 PM GMT

Signature: 

Email: jdroach@santafenm.gov

Signature: 
Shannon Jones (Nov 22, 2021 13:25 MST)

Email: swjones@santafenm.gov



1130 01 0909A (DEC 3' 2021 3:20 PM)

DEC 3' 2021

Contractor Name Santa Fe Watershed Association

Procurement Title: Sole Source educational programming specific to the Santa Fe Water system and the Santa Fe River watershed.

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 Department Staff Name Christine Chavez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Public Utilities Dept / Christine Chavez *Christine Chavez* Water Conservation Manager 11/22/2021
 Department Rep Printed Name (attesting that all information included) Title Date

Chief Procurement Officer
 Purchasing Officer (attesting that all information is reviewed) Title Date

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

*




City of Santa Fe, New Mexico


Memorandum



Date: September 2, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Shannon Jones, Public Utility Director 

From: Andrew Erdmann, Water Conservation Specialist 

ITEM & ISSUE:

Request for Declaration of a Sole Source

SUMMARY & BACKGROUND:

This is a formal request for a declaration of sole source to The Santa Fe Watershed Association. This contractor specializes in educational programming specific to the Santa Fe Water system and the Santa Fe River watershed.

The total amount for this four year request is \$5 million dollars.

REQUESTED ACTION:

Your consideration and approval of this request is greatly appreciated

SOLE SOURCE

APPROVED

NOT APPROVED


Fran Dunaway (Oct 13, 2021 14:30 MDT)

Fran Dunaway, Chief Procurement Officer

Oct 13, 2021

Date

SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be forwarded to the Purchasing Officer for the City of Santa Fe Purchasing Office for processing.

Date: 9/2/2021

Prepared By: Andrew Erdmann

Title: Water Conservation Specialist

Vendor Name: Santa Fe Watershed Association

Address: 1413 Second St. Ste 3

City: Santa Fe

State: NM

Zip Code: 87505

Description of Good/Service to be Procured:

Estimated Cost:

\$88,000/yr

Term of Contract:

4 years

1. Explain why this is the only available source that can be meet the needs of your department.

The Santa Fe Watershed Association is uniquely qualified to provide the location specific education programming sought by this contract.

Local Knowledge - The information being taught to students is highly localized and the Santa Fe Watershed Association have more institutional and staff knowledge and experience than any other educational organization.

Efficiency – The Santa Fe Watershed Association has longstanding experience working with the partners for this project including city staff from Water Conservation Office and the Canyon Road Water Treatment Plant, security contractors in the Watershed itself, partnerships with other local non-profits specializing in relevant scientific education, and long standing relationships with individual SFPS teachers. These partnerships increase efficiency, reduce costs, and improve outcomes.

Safety - Additionally, the familiarity of the Watershed Association staff with the facilities, staff, landscape and infrastructure in the watershed enhances the safety of the students and accompanying volunteers.

2. Explain why this vendor is the only available source from which to obtain this product of service.

The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or

Other reason, please explain in full. Attach additional sheets, if necessary.

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

The Santa Fe Watershed Association is a long established local organization with a mission specific focus on the Santa Fe River and Watershed. The tight local focus and long term commitment to the mission mean that the Santa Fe Watershed Association alone has the experience, professional staff and contacts, and expansive local knowledge required.

Approvals:

Based on the above facts, the Purchasing Office has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.


Fran Dunaway (Oct 13, 2021 14:30 MDT)

Oct 13, 2021

Fran Dunaway
Purchasing Officer

Date

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.


Fran Dunaway (Nov 8, 2021 12:42 MST)

Nov 8, 2021

Fran Dunaway,
Purchasing Director
City of Santa Fe

Date

Required Attachments:

***Letter from Contractor, if applicable**

***Agenda Item to be presented to City Council if over \$50,000 for Professional Services and \$50,000 for Goods and Non-Professional Services**



1413 Second Street, Suite 3
Santa Fe, NM 87505
(505) 820-1696; fax 986-9132
andy@santafewatershed.org
santafewatershed.org



September 3, 2021

To: Christine Chavez, Water Conservation Manager, City of Santa Fe Water Department

From: Andy Otto, Executive Director, Santa Fe Watershed Association and Mori Hensley, Education Director, Santa Fe Watershed Association

Re: Santa Fe Watershed Association's unique qualifications to implement Upper Watershed Education and Outreach under the 20-year Municipal Watershed Management Plan 2010-2030

The Santa Fe Watershed Association (SFWA) has implemented education and outreach programs under the 20-year Municipal Watershed Management Plan since Fall 2010 in partnership with the City of Santa Fe, U.S. Forest Service, and The Nature Conservancy. SFWA is specifically named in that plan to complete the Outreach and Education components of the plan.

Over the course of the last eleven years, the SFWA has designed, implemented, and evaluated a variety of education programs and outreach materials designed to increase awareness among a variety of audiences, both youth and adult, about forest and water management in the Santa Fe Municipal Watershed. Most notably, the SFWA has implemented a successful program called My Water, My Watershed for Santa Fe Public Schools upper elementary students which has served over 9,000 students thus far. Additionally, SFWA has conducted the New Mexico Climate Masters class for the past nine years.

Based upon our eleven plus years of experience implementing both education programs and developing and distributing outreach materials, we believe the SFWA is uniquely qualified to continue implementing education and outreach activities under the Santa Fe Municipal Watershed Plan. Our education programs such as My Water, My Watershed, Watershed Community Science and Monitoring, Municipal Watershed tours (through hikes and van trips), New Mexico Climate Masters class, City Water Conservation Department Educational Support and Consulting, Mi Arroyo, Mi Tierra Outdoor Education Programming, Educational Rain Gardens, and community presentations are well developed programs that have been implemented and evaluated. In addition, partnerships with the Santa Fe Public Schools as well as other key partners have already been established to allow these programs to continue to run smoothly. These education programs have activities that have already been tested. For example, each My Water, My Watershed has a pre- and post-assessment along with a teacher evaluation which has allowed us to create a program that is in high demand by teachers because of its activities that align with the New Mexico Science Standards and benchmarks and that create a safe and productive experience for students in the outdoors.



Our River - Our Water - Our Future

We have planned to begin work on September 1, 2021 with funding from a private foundation. With already established programs along with a demand for these programs, we are in a unique position to continue doing this work. Also, for example, we receive requests for the watershed tours on a weekly basis and are ready to begin advertising these tours and registering participants immediately to be able to begin offering these tours in fall of 2021.

We have worked diligently to create relationships with teachers, school administrators, and the Santa Fe Public Schools transportation department and currently plan to have over 20 classrooms tentatively scheduled, depending on Covid protocols, for My Water, My Watershed program in Fall 2021. These relationships along with our already tested program will allow us to continue offering this flagship program of the 20-year Municipal Watershed Management Plan this Fall. It would be impossible for any other individual or organization to implement school year programs in Spring 2021 for the following reasons:

- 1) We already have established, tested education programs such as My Water, My Watershed and with our middle and high school monitoring programs that are currently aligned with New Mexico science standards and benchmarks.
- 2) These school programs are already familiar to school administrators who approve these programs. Teachers must receive prior permission by administrators to participate in programs such as My Water, My Watershed. Our school programs have already been established within the Santa Fe Public School district for the last eleven years and relationships with administrators are already well established.
- 3) We at the Santa Fe Watershed Association are in ongoing conversations with two partners to obtain permission to use two alternate sites. This would allow flexibility of the programs during times of construction or other potential access limitation into the Upper Watershed.

Lastly, our Education Specialist, Julie Hasty, has over ten years of experience teaching over 10,000 students in the outdoors throughout New Mexico and Arizona. This experience plus SFWA's has been put to use to be able to create a safe experience for over ten thousand participants with no major accidents. Additionally, our on-going relationships established with the Randall Davey Audubon Center, the Santa Fe Botanical Garden, and The Nature Conservancy's Santa Fe Canyon Preserve have allowed the Santa Fe Watershed Association to position itself to continue to provide a safe atmosphere for participants to learn in the outdoors in the Upper Watershed.

Sincerely,



Andy Otto, Executive Director



Our River - Our Water - Our Future



Santa Fe
WATERSHED
 ASSOCIATION

1413 Second Street, Suite 3
 Santa Fe, NM 87505
 Phone: 505-820-1696
 Fax: 505-986-9132
www.santafewatershed.org

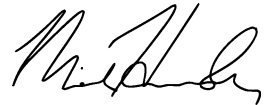
Sole Source Estimate

Delivered to:
Christine Chavez <i>Water Conservation Dept.</i> City of Santa Fe City of Santa Fe Water Division P.O. Box 909 Santa Fe, NM 87504-0909

Description	Amount Estimated:
Professional Services-Provide general watershed educational outreach to the general public and Santa Fe youth. <u>August 20, 2021</u>	
Task 1: My Water, My Watershed 5th Grade Outdoor Education Programming (virtual and in-person watershed activities as COVID-guidelines allow, including field trips with at least 20 classes, classroom visits, teacher support, a final report, and regular curriculum updating)	\$30,000.00 / year
Task 2: Assist and Support Education Programming and Outreach at City Water Conservation Department (consulting, updating City programs, fit with other departments, programs)	\$20,000 / year
Task 3: Mi Arroyo, Mi Tierra 6th Grade Programming (6 th Grade arroyo extension of MWMW program, including curriculum design and updates, field trips, classroom visits, teacher support, and a final report)	\$15,000.00 / year
Task 4: Watershed Community Science and Monitoring (develop, implement, and update monitoring, data collection and storage opportunities for volunteers and students, as well as mentorship opportunities between age groups)	\$6,000.00 / year
Task 5: Educational Rain Gardens (work with schools, teachers, and students to design and maintain rain gardens on school properties. Construction costs would be extra)	\$10,000 / year
Task 6: Climate Masters (10 classes and a final report)	\$5,000.00 / year

Task 7: Municipal Watershed Adult Hikes (including a final report)	\$1,000.00 / year
Task 8: Year-End Report (summary of all task deliverables)	\$1,000.00 / year
Tax:	N/A per non-profit status
Total	\$88,000.00
Total Estimate:	\$88,000.00

Respectfully submitted,



Mori Hensley, Director of Planning, Education, and Restoration

Signature: Parry Andrew Erdmann
Parry Andrew Erdmann (Sep 3, 2021 15:53 MDT)

Email: paerdmann@santafenm.gov

Signature: *Shannon Jones*

Email: swjones@santafenm.gov

1. SCOPE OF SERVICES:

A. In support of the City of Santa Fe's Municipal Watershed Management Program and the goals of the City Water Conservation Department, the Contractor shall provide watershed educational outreach, including: forest and riparian ecology, natural and cultural history, water conservation, and water issues to the general public and to Santa Fe youth. The goals of the outreach to the Santa Fe community are to create greater awareness and a sense of ownership toward the municipal watershed and the entire Santa Fe River watershed as a whole, plus an appreciation for pressing water resource issues such as drought and climate change and fostering community support for the ongoing forest and watershed management activities, which protect the City of Santa Fe's drinking water supply.

Contractor will obtain City approval for all information made available to the public under this contract, including brochures, publications, utility billing inserts, newsletters, on-line content, video, articles, and press releases. Contractor shall follow Watershed Access Policy Guidelines for all entry to the closed Santa Fe Municipal Watershed.

B. Specific Scope of Work shall include:

1) My Water, My Watershed – 5th Grade Outdoor Education Programming

Multiple classroom visits with a corresponding field trip is a more effective means of educating youth than a single classroom visit and is more costly. Contractor shall conduct an experiential, hands-on, science-based education program to at least twenty classrooms. This program provides a classroom session introducing watersheds and methods used to evaluate the health of an environment. This is followed by an all-day field visit to the watershed to investigate, explore and collect data. The program culminates in a classroom session to evaluate and interpret their data along with exploring ideas for water conservation. All activities are correlated to state education science standards and benchmarks. Additional activities and evaluations are made available for teachers prior to and/or following the final classroom visits.

Alternative Virtual Classes:

Given the great uncertainty surrounding outdoor education programming in New Mexico for the foreseeable future, SFWA has designed the YouTube videos to be usable by teachers, whether we are able to facilitate in-person class visits and field trips or not. If we are able to have field trips in the near future, the videos will

provide a fun and educational supplement. If we are not able to have field trips, students will still have the opportunity to learn about their local watershed and some of the other important topics we cover in the “My Water, My Watershed” program. Teachers can schedule “virtual field trips” if in-person experiences are not possible.

Two Facebook Live videos along were created on subjects that would normally be delivered to students during classroom visits and field trips.

The first Facebook Live video, “build your own water cycle,” can be viewed here: <https://www.facebook.com/watch/?v=823745051484488>

The second Facebook Live video, “cabbage juice as a pH indicator,” can be viewed here:

<https://www.facebook.com/watch/?v=236203444355467>

The “My Water, My Watershed” playlist, currently consisting of three videos, can be viewed on SFWA’s YouTube channel:

https://www.youtube.com/playlist?list=PLpdgEunifDfTZsEJ7_4KCozZwqD4xG-y9

Santa Fe Outdoor Education Collaborative:

A Task Force of Teachers will be annually convened as part of a cooperative program between the Santa Fe Watershed Association, the Santa Fe Botanical Garden, and the Randall Davey Audubon Center. The goal is to advise on both the program and the curriculum. These findings will be part of the Annual Report.

Curriculum Revision/Development

Given the drastic changes to education within the last year and a half, as well as expanding opportunities for collaboration and outdoor learning, it is important to periodically update existing programming and develop supplemental learning opportunities.

The My Water, My Watershed Program curriculum will be revised with City approval, in order to align with developments in educational standards, resources, and programming that is available through other organizations.

Deliverables: Two classroom programs and one field visit for up to at least 20 school classes, serving approx. 400 students per year over the contract period, as well as an updated curriculum. The Contractor shall coordinate with the teachers and public-school transportation system to provide buses for the field portion of the program. Costs included cover the cost of the buses for transportation and a restroom facility in the watershed. Also, costs included cover the Contractor securing alternative sites for the program outside the municipal watershed while municipal reservoir construction activities are occurring.

The Contractor shall coordinate all planned classroom field trips with City

personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate this program. The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation.

2) City Water Conservation Department Educational Support and Consulting

The Contractor shall be available for direct consultation, programming development and support with the City Water Conservation Department. This includes meetings, collaborations, assistance with facilitating relevant City outreach programming, and developing and assisting with other relevant City programs.

Deliverable: regular meetings with Water Conservation personnel.

3) Mi Arroyo, Mi Tierra – 6th Grade Outdoor Education Programming

As a supplement to the 5th Grade program, SFWA will develop a 6th Grade program focused on arroyo learning and stewardship. This curriculum will still focus on core science concepts and aligned with State standards but will expand to service-learning and place-based engagement. Once the curriculum is developed, SFWA will work with teachers, the Santa Fe Outdoor Education Collaborative, and other partners to maximize the reach and relevance of the program. The curriculum will continue to be periodically update to reflect teacher feedback and new education standards.

Deliverables: 6th Grade arroyo curriculum (first year), and at least 10 SFPS classes in following years (~200 students). Students will be able to experience the ephemeral channels closest to their schools, as well as understand how arroyos are connected throughout the Santa Fe River watershed.

4) Watershed Community Science and Monitoring

The Contractor will revisit and revise previous monitoring protocols for Middle and High School students, collaborate with other organizations to effectively manage data and protocols, and create an overall monitoring curriculum. Monitoring is an effective strategy to engage middle and high school students in watershed management, while helping all of us get a better picture of the many facets of watershed health. Students will be able to collect data on a variety of variables throughout the watershed, such as near their schools, in nearby arroyos, rain gardens, different sections of the River, and in the Municipal

Watershed.

Deliverables: in the first year the Contractor will develop an overall monitoring curriculum for Middle and High School Students, as well as adult volunteers. In following years the Contractor will share data as it is collected, and will align protocols with City of Santa Fe Guidelines.

5) Educational Rain Gardens

The Contractor will work with the Santa Fe Public Schools Office of Sustainability, schools, teachers, students and other community organizations to design and care for rain gardens on campus. Students will have the opportunity to learn about green stormwater infrastructure, soil health, pollinator habitat, water conservation, and groundwater infiltration. The Contractor will be available to help oversee and/or facilitate the construction of new rain gardens as well, but associated costs are outside this Scope of Work.

Deliverables: the Contractor will work with 4 schools per year to design and maintain rain gardens.

6) New Mexico Climate Masters Program

Climate Change has become a reality, and nowhere is it seen more dramatically than in the drying of the forest and lessening of the surface water supply, especially the Santa Fe River. To help promote education of the impacts of climate change, and focus outreach efforts toward community leaders, activists, and residents pursuing continuing education, the Contractor has designed an adult learning program that emphasizes the need for mitigation strategies, careful resource planning and water use in the Santa Fe River watershed.

Deliverables: The Contractor shall implement a New Mexico Climate Masters Program modeled after the New Mexico Environment Department's successful program. Up to 25 participants will go through a 30 hour program (10 classroom sessions at two and a half hours each session along with a 5 hour field trip) covering topics from transportation, energy efficiency, consumption and waste, and water resources and forest ecology with specific attention to impacts of climate change to Santa Fe's surface water resources and the implications for future planning and use. The participants will take a field trip into the municipal watershed, coordinated by the SFWA education staff, to learn about ongoing efforts to protect the City's water supply from catastrophic wildfire and about the City's water utility's infrastructure, diverse water supply portfolio, and long range management strategies to ensure safe, reliable water supply.

The Contractor shall coordinate the planned NM Climate Masters Program field trip with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate these watershed activities. (The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation.

In addition to the classroom experience, participants are expected to complete 30 hours of community carbon reduction and water conservation outreach service as part of their individual or group projects. The Contractor shall approve of and support the student-designed projects, which the Contractor shall highlight in the newsletter.

7) Public Hikes and Van Trips – Municipal Watershed Tours

The best way to get people interested in the Santa Fe River watershed is to have them experience it directly. These Upper Watershed hikes will be offered throughout the year from July through October. Three of the four watershed tours will be five mile hiking tours; one of the watershed tours will be a driving tour for accessibility to those who otherwise could not complete the hiking tours. All public hiking tours will be approximately five hours round trip due to walking; the driving tour will be two and a half hours round trip. Each tour will provide an overview of the watershed's natural history, fire ecology, vegetation and water management, as follows:

- Natural history: local flora and fauna, and human impacts upon them
- Fire ecology: fire history and fire regimes of forest types within the watershed
- Vegetation management: the need for thinning and burning, smoke education, and management strategies in Wilderness Area versus lower vegetation zones
- Water management: reservoirs, river health, conservation, and mechanisms for preserving water quality
- Cultural history: water use and management over the last 400 years

Deliverables: Four guided tours of the municipal watershed, which include three hiking tours and one driving tour. The Contractor shall publicize the watershed tours (with the intent to recruit participants from underrepresented areas of the city), organize speakers, register and fill-out the necessary city access forms, and lead each outing.

A handout with basic information on each subject will be available for all participants. The handout will be developed in collaboration with all partners, with

the US Forest Service providing information on fire ecology and vegetation management, and the City providing information about water management and wildland urban fire.

The Contractor shall coordinate all planned public watershed hikes, including van tours, with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate these watershed activities. The Water Division director or the City Manager may revoke previously granted access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation. The Contractor shall not charge a fee or request a donation of any municipal watershed tour participant.

8) Annual Report

An educational outreach Annual Report citing results of the My Water, My Watershed 5th grade classroom and field visit pre and post-tests; number of students involved in the My Water, My Watershed program; results of the middle/high school monitoring, including the amount of students; amount of participants in the municipal watershed tours; number of participants in the climate master's program; number of successful community programs; website updates.

Deliverable: Contractor will deliver at least two printed copies of the educational outreach Annual Report and one electronic version to the City of Santa Fe Water Division. Contractor will present information from the final version of the Annual Report to the City of Santa Fe's governing body and other associated committees, commissions, or boards, such as Public Utilities Committee, River Commission, or Buckman Direct Diversion Board, upon request.

With the guidance of the City Water Conservation Department, the Contractor will also provide updates on all other programming described in this Scope of Work, such as the 6th Grade arroyo program, Climate Masters, rain garden education, monitoring, and Municipal Watershed hikes.



City of Santa Fe, New Mexico

Memorandum



DATE: December 2, 2021

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

VIA: Regina Wheeler, Public Works Director RW
 Sam Burnett, Facilities Division Director SB

FROM: Caryn Grosse, Facilities Project Administrator Sr *Cg*

ITEM AND ACTION:

Request Approval of Contract Amendment #1 to Extend the Term 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:

In June 2021, City of Santa Fe approved a contract with Pluma, LLC, to utilize funding from the State Legislature for improvements at Municipal Court including replacing the roof, 10 cooling units, 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.

The original contract term was through December 31, 2021, however, supply chain issues affecting the availability of certain materials, such as roofing, have contributed to delays in the schedule. As of the date of this memo, the roof is approximately 85% complete. The contractor has already obtained the new cooling units and those units will be installed when the roof is completed. Window actuators and controls, fence and gates are expected to install in January, with completion anticipated in early February. Staff is requesting an extension of term to December 31, 2022.

COMMITTEE SCHEDULE:

Public Works/Utilities Committee	12/13/2021
Finance Committee	1/3/2022
Governing Body	1/12/2022

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, 2022.

CONTRACT NUMBER:

The 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

ATTACHMENTS:

Amendment #1

Original Contract Packet

Project Schedule-revised

Statewide Price Agreement

Certificate of Insurance

Business License

Summary of Contracts

Procurement Checklist

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 21-0273**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICE AGREEMENT, dated June 16, 2021, (the "Agreement"), between the City of Santa Fe (the "City") and PLUMA, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide roof replacement, installation of new downdraft cooling units, replacement of window actuators and controls, and installation of fence and gates with controls for employee parking lot, as described in Article 2 of the agreement.

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. 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 IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on DECEMBER 31, 2022. 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.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR: PLUMA, LLC

ALAN WEBBER, MAYOR

Jose Lopez *VP of opps*

CHRISTOPHER PACHECO,
MANAGING MEMBER

DATE: _____

DATE: 11/30/2021
CRS# 02-963775-00-9
Registration # 222373

ATTEST:

KRISTINE BUSTOS-MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Nov 30, 2021 13:40 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

3209980.572970 (Project # FA320C Muni Court Repair-2020)
MUNIS Org/Object *AH*

AH

AH



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, cgrosse@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

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.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
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

<u>Unanticipated Cost Overruns:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
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 (Jun 16, 2021 13:45 MDT)

ALAN WEBBER,
MAYOR

DATE: Jun 16, 2021

CONTRACTOR: PLUMA, LLC



CHRISTOPHER PACHECO,
MANAGING MEMBER

DATE: 5/5/2021

CRS# 02-963775-00-9

Registration # 222373

ATTEST:


Kristine Mihelcic (Jun 16, 2021 21:48 MDT)

KRISTINE BUSTOS-MIHELICIC, 
CITY CLERK
GB MTG 06/09/21

CITY ATTORNEY'S OFFICE:


Marcos Martinez (May 3, 2021 08:40 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


Alexis Lotero, Assistant Finance Director (Jun 16, 2021 13:12 MDT)

MARY MCCOY,
FINANCE DIRECTOR

3209980.572970 (Project # FA320C Muni Court Repair-2020) 
MUNIS Org/Object AJH



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

11. 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 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 00-0000-20-00110 General Construction Services - Statewide

Sam Doney
Sam Doney (May 10, 2021 11:08 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
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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	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.

*



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.

Procurement Specialist: Michael Saavedra *MS*

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

Invoice:
As Requested

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
New Mexico State Purchasing Agent

Date: 6/26/2020

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

JSJ

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-2

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-3

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-4

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-5

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-7

(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@dcmm.com

Payment Terms: net 30
Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilocup@facilitybuild.com

Payment Terms: Net 30
Delivery: As Required

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AM) 0000079938

Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsg.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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-9

(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
Española, 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
lyncoelec Nathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-10

(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:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(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:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(BL) 0000146352

Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181

zsnyder@snyder-const.com or tmcmain@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

Owner: PLUMA CONSTRUCTION SYSTEMS

License Number: 222373

Issued Date: May 06, 2021

Expiration Date: May 06, 2022

CRS Number: 02963775009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

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 TRANSFERABLE 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 Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110		CONTACT NAME: Susan Vance 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	
		INSURER A: Donegal Insurance Group	NAIC # 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPT9304970	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CA9063215	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CXL9304970	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
		<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC-100-0006343-2021A	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**CITY OF SANTA FE - PUBLIC WORKS
120 S. FEDERAL PL #305

SANTA FE

NM 87501

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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- 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, allergens, histamines, spores, hyphae, mycotoxins, 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

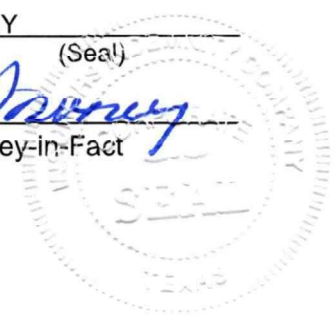
PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

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: [Signature] MANAGER
 (title)

INSURORS INDEMNITY COMPANY
 (Seal)
 By: [Signature]
 Christian B. Downey, Attorney-in-Fact





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.

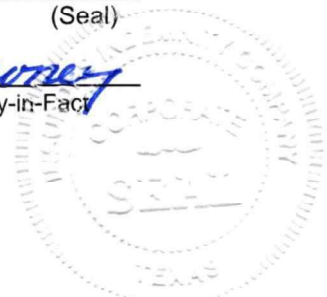
SIGNED, SEALED AND DATED this 7th day of May, 2021.

PRINCIPAL: Pluma, LLC (Seal)
By: [Signature] M. A. [Signature]
(title)

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY (Seal)
By: Christian B Downey
Christian B. Downey, Attorney-in-Fact



**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.

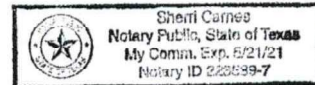
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

INSURORS INDEMNITY COMPANY
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



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.



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 tambien 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.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(45) Vendors

Telephone:

Price Agreement Number: 00-00000-20-00110

Price Agreement Amendment No.: Three

Term: July 1, 2020 – June 30, 2022

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

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- 1.) **Awarded vendors are still required to charge the agency or local public body NM Gross Receipts Tax on all projects resulting from this Price Agreement. Gross Receipts Tax is to be a separate line-item on the quote and on all pay applications/invoices.**
- 2.) **For the section on Compensation Caps, the agency or local public body is not to include gross receipts tax on the four million dollar (\$4,000,000) single project limit and the twelve million five hundred thousand dollar (\$12,500,000) Price Agreement limit are exclusive of NM Gross Receipts Tax. These limits are for the services themselves and NM Gross Receipts Tax can be added to them.**
- 3.) **Agencies and local public bodies reporting to the State Purchasing Division, are to only report the total amount of labor plus materials without NM Gross Receipts Tax.**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 10/26/2021

Mark Hayden, New Mexico State Purchasing Agent

x This Amendment is signed on behalf of the State Purchasing Agent.

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

JDZ MS


Certificate Of Completion

Envelope Id: EAF0C666E7F443ED9B8FD22D98BA9906	Status: Completed
Subject: Please DocuSign: 00-00000-20-00110 A003.doc	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michael Saavedra
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Michael.Saavedra@state.nm.us
	IP Address: 174.205.106.17

Record Tracking

Status: Original	Holder: Michael Saavedra	Location: DocuSign
10/26/2021 8:30:51 AM	Michael.Saavedra@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.127.219.222	Sent: 10/26/2021 8:46:30 AM Viewed: 10/26/2021 12:24:06 PM Signed: 10/26/2021 12:24:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.205.106.17	Sent: 10/26/2021 12:24:50 PM Viewed: 10/26/2021 1:31:11 PM Signed: 10/26/2021 1:32:01 PM
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Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 10/26/2021 1:32:02 PM Viewed: 10/26/2021 1:36:41 PM Signed: 10/26/2021 1:37:24 PM
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Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/26/2021 1:37:24 PM
Completed	Security Checked	10/26/2021 1:37:24 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

**Awarded Vendor:
45 Vendors**

Number: 00-00000-20-00110

Amendment No.: Two

Term: July 1, 2020 – June 30, 2022

**Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**

Procurement Specialist: Michael Saavedra

Telephone No.: 505-372-8489

Email: Michael.Saavedra@state.nm.us

**Invoice:
As Requested**

Title: General Construction Services - Statewide

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2021 to June 30, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date:3/31/2021

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

Certificate Of Completion

Envelope Id: BCA8D71304BF4ED1B0932C3E0D419360	Status: Completed
Subject: Please DocuSign: SPD SPA	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Clarke Fountain
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	ClarkeJ.Fountain@state.nm.us
	IP Address: 174.237.135.68

Record Tracking

Status: Original 3/31/2021 9:53:13 AM	Holder: Clarke Fountain ClarkeJ.Fountain@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 3/31/2021 9:54:22 AM Viewed: 3/31/2021 9:54:33 AM Signed: 3/31/2021 9:54:40 AM
<i>CF</i>	
Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.68	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	<i>MS</i>	Sent: 3/31/2021 9:54:41 AM Viewed: 3/31/2021 11:20:01 AM Signed: 3/31/2021 11:20:20 AM
Signature Adoption: Pre-selected Style Using IP Address: 174.237.128.217		

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	<i>Valerie Paulk</i>	Sent: 3/31/2021 11:20:22 AM Viewed: 3/31/2021 11:26:21 AM Signed: 3/31/2021 11:27:14 AM
Signature Adoption: Pre-selected Style Using IP Address: 174.237.133.74 Signed using mobile		

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/31/2021 11:27:14 AM
Completed	Security Checked	3/31/2021 11:27:14 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(45) Vendors

Telephone:

Price Agreement Number: 00-00000-20-00110

Price Agreement Amendment No.: One

Term: July 1, 2020 – June 30, 2021

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**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Add two vendors to the Price Agreement.

See Attached pages for vendor information and pricing.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 07/20/20

× **This Amendment was signed on behalf of the State Purchasing Agent**

JSZ

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Page 2

Vendor

(BR) 0000049445

ESA Construction, Inc.

3435 Girard Blvd. NE

Albuquerque, NM 87107

(505) 884-2171

spannell@esaconstruction.com

Payment Terms: Net 30

Delivery: As required by contracts or purchase orders

(BS) 0000138553

Nine Degrees Construction, LLC

101 Maguey Ct. Suite 2

Sunland Park, NM 88063

(915) 526-8739

cesarm@nine-degrees.com

Payment Terms: Net 30

Delivery:

Item	Approx. Qty.	Unit	Article and Description			
001	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$61.25	\$51.75	\$56.50	

Item	Approx. Qty.	Unit	Article and Description			
002	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$72.25	\$72.25	\$72.25	

Item	Approx. Qty.	Unit	Article and Description			
003	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$54.00	\$54.00	\$54.00	\$54.00	
(BS)			\$46.25	\$46.25	\$46.25	

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Page 3

Item	Approx. Qty.	Unit	Article and Description			
004	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$72.00	\$72.00	\$72.00	\$72.00	
(BS)			\$50.30	\$50.30	\$50.30	

Item	Approx. Qty.	Unit	Article and Description			
005	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$38.00	\$38.00	\$38.00	\$38.00	
(BS)			\$32.20	\$32.20	\$32.20	

Item	Approx. Qty.	Unit	Article and Description			
006	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$45.00	\$45.00	\$45.00	\$45.00	
(BS)			\$40.10	\$40.10	\$40.10	

Item	Approx. Qty.	Unit	Article and Description			
007	1	Hr.	Projects OVER Sixty Thousand (\$60,000.00) Superintendent, regular hours.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$61.25	\$51.75	\$56.50	

Item	Approx. Qty.	Unit	Article and Description			
008	1	Hr.	Projects OVER Sixty Thousand (\$60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$72.25	\$72.25	\$72.25	

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Page 4

Item	Approx. Qty.	Unit	Article and Description			
009	1	Hr.	Projects OVER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$54.00	\$54.00	\$54.00	\$54.00	
(BS)			\$46.25	\$46.25	\$46.25	

Item	Approx. Qty.	Unit	Article and Description			
010	1	Hr.	Project OVER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$72.00	\$72.00	\$72.00	\$72.00	
(BS)			\$50.30	\$50.30	\$50.30	

Item	Approx. Qty.	Unit	Article and Description			
011	1	Hr.	Project OVER Sixty Thousand (\$60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$38.00	\$38.00	\$38.00	\$38.00	
(BS)						

Item	Approx. Qty.	Unit	Article and Description			
012	1	Hr.	Project OVER Sixty Thousand (\$60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$45.00	\$45.00	\$45.00	\$45.00	
(BS)			\$40.10	\$40.10	\$40.10	

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Page 5

Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other
Vendor:	Unit Price		
(BR)	\$0.00		
(BS)	\$0.00		

Item	Approx. Qty.	Unit	Article and Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.
Vendor:	Unit Price		
(BR)	0%		
(BS)	2%		

Item	Approx. Qty.	Unit	Article and Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.
Vendor:	Unit Price		
(BR)	\$130.00		
(BS)	\$100.00		

Item	Unit	Article and Description			
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.			
Vendor:	Physical Address	Company Name	Address	City/Zip	Unit Price
(BR)	Main: 3435 Girard Blvd. NE, ABQ, NM 87107; 645 El Molino Blvd. Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE/645 El Molino Blvd.	Albuquerque/Las Cruces	\$0.85
(BS)	101 Maguay Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguay Ct. 2	Sunland Park, NM 88063	\$0.65

*** 16 Items Total ***


Certificate Of Completion

Envelope Id: 788799FEDE504575B5F43C03A6930CE9	Status: Completed
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Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Travis Dutton-Leyda
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	travis.dutton-leyda@state.nm.us
	IP Address: 164.64.62.10


Record Tracking

Status: Original 7/20/2020 2:56:58 PM	Holder: Travis Dutton-Leyda travis.dutton-leyda@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico GSD-SPD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.5.131	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:36:49 PM Signed: 7/20/2020 3:36:53 PM

Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 2:58:20 PM Signed: 7/20/2020 2:58:24 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Valerie Paulk valerie.paulk@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:16:54 PM Signed: 7/20/2020 3:17:14 PM
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Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/20/2020 2:58:08 PM
Certified Delivered	Security Checked	7/20/2020 3:36:49 PM
Signing Complete	Security Checked	7/20/2020 3:36:53 PM
Completed	Security Checked	7/20/2020 3:36:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure



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.

Procurement Specialist: Michael Saavedra MS

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

Invoice:
As Requested

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
New Mexico State Purchasing Agent

Date: 6/26/2020

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

JSZ

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-2

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-3

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-4

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-5

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 of 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(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
camkilocup@facilitybuild.com

Payment Terms: Net 30
Delivery: As Required

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(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@gmgeneralbuilding.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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-9

(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
Española, 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
lyncoelec Nathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(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:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(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:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmain@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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2021

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 Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110		CONTACT NAME: Susan Vance PHONE (A/C, No, Ext): (505) 881-0300 E-MAIL ADDRESS: svance@downeyandco.com		FAX (A/C, No): (505) 881-0908	
		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: 2021-2022

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPT9304970	06/01/2021	06/01/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA9063215	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXL9304970	06/01/2021	06/01/2022	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC-100-0006343-2021A	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SANTA FE - PUBLIC WORKS 120 S. FEDERAL PL #305 SANTA FE NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan J. Vance</i>

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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: PLUMA CONSTRUCTION SYSTEMS
DBA: PLUMA CONSTRUCTION
SYSTEMS

Business Location: 6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

Owner: PLUMA CONSTRUCTION SYSTEMS

License Number: 222373

Issued Date: May 06, 2021

Expiration Date: May 06, 2022

CRS Number: 02963775009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

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



Contractor Name: Pluma, LLC

Procurement Title: Roof and HVAC Renovations at Municipal Court-Amendment #1

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

Caryn Grosse Facilities Project Administrator Sr 12/2/2021

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

Fran Dunaway Chief Procurement Officer Dec 6, 2021
Fran Dunaway (Dec 6, 2021 11:48 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

11. Munis Contract # 3202658

Contractor: Pluma, LLC

Description: **Amendment #1 to Services Agreement With Pluma, LLC, in the Total Amount of \$334,873.00 for Roof, HVAC and Other Renovations at Municipal Court**

Contract Agreement Lease / Rent Amendment

Start Date: June 16, 2021 Term End Date: December 31, 2021

Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 21-0273

Increase/(Decrease) Amount \$ No Change

Extend Termination Date to: December 31, 2022

Approved by Council Date: _____

Amendment is for: **Term Extension**

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

**Original Contract # 21-0273, \$334,873.00, approved by Council June 9, 2021, signed by Mayor June 16, 2021
Amendment # 1 to extend term of contract, no change in amount**

3. Procurement History: **SWPA 00-00000-20-00110 General Construction Services - Statewide**

Fran D'Amico (Dec 6, 2021 11:48 MST)

Dec 6, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: Amend to extend current agreement with the City, using the SWPA.

4. Funding Source: **FA320C Muni Court Repair-2020**

Org / Object: 3209980.572970

Andy Hopkins (Dec 6, 2021 10:29 MST)

Dec 6, 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: _____

Signature: J Samuel Burnett
J Samuel Burnett (Dec 3, 2021 08:57 MST)
Email: jsburnett@santafenm.gov

Signature: Regina Wheeler
Regina Wheeler (Dec 3, 2021 10:46 MST)
Email: rawheeler@santafenm.gov



City of Santa Fe, New Mexico

Memorandum



Date: November 26, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Erin K. McSherry, City Attorney *EM*
Kristine Mihelcic, City Clerk *KM*

From: Jesse Guillen, Legislative Liaison *JG*

RE: Adoption of New Governing Body Procedural Rules

EXECUTIVE SUMMARY:

The proposed Resolution adopts a new version of the Governing Body Procedural Rules. The new rules make multiple changes to the rules including providing an additional opportunity to receive public comment, reorders and reorganizes certain sections, and provides greater clarity and guidance to the Governing Body.

BACKGROUND:

The new Procedural Rules establish new sections and amend existing sections. Staff researched procedural rules from many different jurisdictions and shared the findings with the sponsors. Based on discussions between staff and the sponsors using the research as well as experience using the existing rules, a new version of the rules was drafted. The proposed rules address the vagueness, lack of public input, and other shortcomings of the existing rules.

The new Procedural Rules include the following new sections and subsections:

- Mayor Pro-Tempore
- The Parliamentarian
- The Legislative Process
- Decorum

The new Procedural Rules include the following existing sections and:

- Purpose
- The Mayor and Presiding Officer
- Meeting Types
- Meeting Agenda
- Consent Agenda
- Posting of Agenda and Supporting Materials
- Order of Business
- Further Rules for Certain Orders of Business



City of Santa Fe, New Mexico

Memorandum



- Petitions From the Floor
- Executive Session
- Public Hearings
- Public Participation in Public Hearings
- Governing Body Rules for Speaking
- Recusal From the Meeting
- The Main Motion and Debate
- Voting
- Suspension and Amendment of These Rules

The overarching goals in the creation of the proposed new rules are the following:

1. Provide an additional and earlier opportunity for public input on proposed bills
2. Provide clarity for Governing Body members on certain processes and rules, including proper motions, rules for debate, etc.
3. Create a set legislative process for drafting, introducing, and hearing legislation at committee and the Governing Body
4. Reorganize certain sections of the Rules that are in places that either don't make sense or are situated in an unrelated section of the Rules.

ACTION REQUESTED:

Approve the Resolution and associated Governing Body Procedural Rules as presented

ATTACHMENTS:

Resolution
Proposed Governing Body Procedural Rules
Proposed Governing Body Procedural Rules with Changes Noted
Current Governing Body Procedural Rules
Fiscal Impact Report

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2021-__**

3 **INTRODUCED BY:**

4
5 Councilor Roman “Tiger” Abeyta

6 Councilor Carol Romero-Wirth

7 Councilor Jamie Cassutt

8
9
10 **A RESOLUTION**

11 **ADOPTING A NEW VERSION OF THE GOVERNING BODY PROCEDURAL RULES.**

12
13 **WHEREAS**, the Governing Body operates pursuant to the City’s Charter, laws, and
14 according to procedural rules it re- adopted by Resolution in 2016; and

15 **WHEREAS**, except as stated in the procedural rules, all matters of the Governing Body’s
16 procedures are governed by the most current edition of *Robert’s Rules of Order*; and

17 **WHEREAS**, the procedural rules were originally adopted in 2004 and they have been
18 amended and re-adopted six times since that date; and

19 **WHEREAS**, the Governing Body has determined that there is a significant need to
20 improve opportunity for public participation, better describe the process for introducing and
21 reviewing legislation, clarify ambiguity, and remove rules that are no longer relevant; and

22 **WHEREAS**, to address the identified needs, the Governing Body proposes establishing
23 certain new rules, clarifying existing rules, and generally providing a more understandable way of
24 conducting official business in public meetings; and

25 **WHEREAS**, the Governing Body’s procedural rules should provide a framework that

1 provides transparency to the public about the Governing Body's method of conducting regular
2 business; and

3 **WHEREAS**, staff conducted significant research regarding the procedural rules of other
4 jurisdictions' governing bodies to inform the proposed procedural rules, attached as Exhibit A.

5 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
6 **CITY OF SANTA FE** that a new version of the Governing Body's Procedural Rules, attached as
7 Exhibit A, are hereby adopted.

8 **BE IT FURTHER RESOLVED** that that previous versions of the Governing Body
9 Procedural Rules are hereby replaced and no longer applicable to questions of procedure.

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

11
12
13 _____
14 ALAN WEBBER, MAYOR

15 ATTEST:

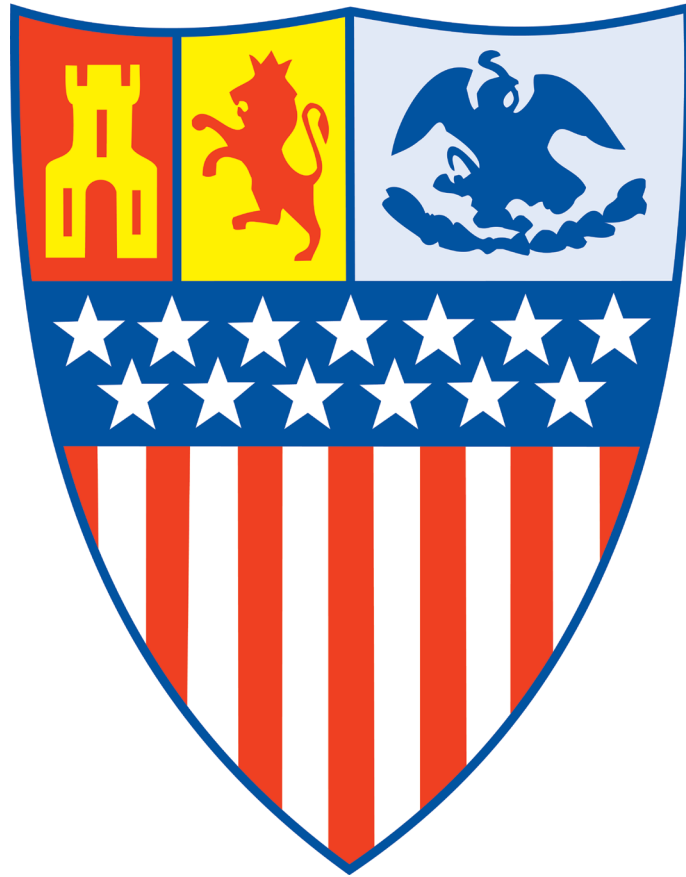
16
17 _____
18 KRISTINE MIHELICIC, CITY CLERK

19 APPROVED AS TO FORM:

20 
21 _____
22 ERIN K. McSHERRY, CITY ATTORNEY
23
24
25

Legislation/2021/Resolutions/Adoption of New Governing Body Procedural Rules

PROPOSED GOVERNING BODY PROCEDURAL RULES



GOVERNING BODY PROCEDURAL RULES

TABLE OF CONTENTS

I.	Purpose.....	3
II.	Definitions.....	3
III.	The Governing Body.....	3
IV.	The Legislative Process.....	5
V.	Governing Body Meetings.....	8
VI.	Rules of Debate.....	17
VII.	Suspension and Amendment of These Rules.....	21
VIII.	Robert’s Rules of Order.....	21
IX.	History.....	21

I. Purpose

These procedural rules (“Rules”) are intended for use by the Governing Body of the City of Santa Fe (“Governing Body”) to guide the actions of the Governing Body in the general conduct of business; and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent of the Governing Body. These rules are not intended to limit public participation or council debate, but to enable the effective functioning of the Governing Body.

II. Definitions

Bill means a proposed law presented to the Governing Body for approval and adoption.

City means the City of Santa Fe, New Mexico.

City Council means the Councilors as a group, exclusive of the mayor.

City Council Standing Committee means a standing committee comprised entirely of Governing Body members.

Governing Body means the Councilors and the Mayor, or the Councilors and a Mayor Pro-Tempore, meeting in a session that has been duly called in accordance with the state’s Open Meetings Act.

Legislation means a bill or resolution.

Mayor Pro-Tempore means the Councilor selected to act as Mayor in the absence of the Mayor.

Minutes means a document that records, at a minimum, the time the meeting is called to order and adjourned, those members in attendance, and the motions and votes taken by the members.

Open Meetings Act (“OMA”) means the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 to -4.

Ordinance means a law that has been approved and adopted by the Governing Body.

Packet Material means the minimum documents necessary for Governing Body to take action on the relevant item.

Parliamentarian means the Councilor selected by the Mayor to serve as the expert in the rules and procedures of the Governing Body.

Presiding Officer means the Mayor or, in the absence of the Mayor, the Mayor Pro-Tempore, or the person designated pursuant to these rules.

Resolution means a formal expression of the Governing Body’s opinion, will, or intent.

Standing Committee means an advisory committee, appointed by the mayor with the approval of the city council, the work of which is generally continuous and relevant to the fundamental concerns of the Governing Body.

III. The Governing Body

The members of the Governing Body, exclusive of the Mayor, shall be known and designated as City Councilors and comprise the City Council. The Mayor and the City Council together are the Governing Body of the City. (SFCC 1987, § 2-1.1)

A. The Mayor and Presiding Officer

1. The Mayor, or in the Mayor's absence, the Mayor Pro-tempore, is the Presiding Officer at all meetings of the Governing Body. In the absence of both the Mayor and Mayor Pro-tempore, the Mayor shall designate a Presiding Officer from City Councilors present at the meeting.

2. The Presiding Officer is responsible for conducting meetings in an orderly, democratic fashion. The Presiding Officer must ensure that the majority prevails, that minority rights are protected, and that courtesy, fairness, justice, and impartiality are guaranteed to all present.

3. The Mayor has a vote on all matters that come before the Governing Body. (Santa Fe Municipal Charter, § 5.01(B))

B. The City Council

1. Members of the City Council shall observe order, civility, and decorum at all times and neither delay nor interrupt the proceedings of a meeting or the Presiding Officer.

2. Members of the Council shall address all questions to and through the Presiding Officer and only after recognition by the Presiding Officer.

C. The Mayor Pro-Tempore

At the first meeting of the Governing Body in even-numbered years, the mayor shall appoint, subject to the approval of the city council, a councilor to serve as mayor pro-tempore until the next regular city election. The mayor pro-tempore shall perform the duties of the mayor in the absence or temporary incapacity of the mayor. (Santa Fe Municipal Charter, § 5.04)

D. The Parliamentarian

1. The Mayor shall select one councilor who shall be the parliamentarian for the Governing Body.

2. Upon appointment, the parliamentarian shall receive appropriate training in parliamentary procedure. The parliamentarian and the city attorney shall provide an overview of parliamentary procedure to the Governing Body on an annual basis. (SFCC 1987, § 2-1.11)

IV. The Legislative Process

Legislation proposed for consideration of the Governing Body shall follow the Legislative Process outlined in this section, in the order presented, unless the matter constitutes a matter of necessity or an emergency as described in these Rules.

A. Introduction

1. Members of the Governing Body shall introduce legislation at regular meetings of the Governing Body during “Introduction of Legislation”. If the legislation is one of uncommon circumstances or an emergency pursuant to Section V(C)(1)(d)(i) or (ii), the sponsor may introduced the legislation at a regular meeting of a City Council Standing Committee.

2. The primary sponsor may take up to 3 minutes to introduce or offer explanation of the legislation the primary sponsor is introducing. Any co-sponsors may take up to 1 minute to explain their support of the legislation. Any additional Governing Body members wishing to cosponsor the legislation may do so at this time. No questions, discussion, or debate of the legislation shall occur during the introduction of the legislation.

3. In order to be introduced, legislation must be fully drafted and included in the packet posted with the Governing Body’s agenda, unless the matter constitutes a matter of necessity or emergency in accordance with these rules. Fully drafted legislation includes all of the following elements:

- a. The legislation’s title/caption;
- b. A complete draft of the proposed wording or language; and
- c. The City Attorney’s signature as to form.

4. At the time of introduction, the sponsor(s), in coordination with legislative staff, shall refer legislation to the appropriate Standing Committees and/or City Council Standing Committees based on subject matter of the legislation. A member of the Governing Body may challenge the schedule proposed at introduction. Such challenge of the proposed schedule, and proposed alternative referrals, are subject to a vote by the entire Governing Body at the time of introduction.

5. Governing Body members may add themselves as co-sponsors of legislation up until 72 hours prior to the meeting when the relevant legislation is scheduled for adoption. Governing Body members may remove themselves as a co-sponsor at any time before a final vote to adopt legislation.

B. First Public Comment on Bills

1. During the Governing Body meeting following a bill's introduction, and prior to any City Council Committee or advisory committee review, the Governing Body shall schedule the bill for "first public comment."

2. Staff shall provide a presentation not to exceed five (5) minutes in length prior to the public comment.

3. During first public comment, the Governing Body shall not discuss or comment about the bill. Discussion among the Governing Body members regarding bills shall occur during the committee meetings during which the item is scheduled and during the bill's public hearing.

C. City Council Standing Committee Review

1. All legislation shall be considered by a City Council Standing Committee prior to a public hearing.

2. Legislation must be scheduled for, and approved by, at least one City Council Standing Committee prior to inclusion on the Governing Body agenda for discussion or a public hearing, as applicable.

3. Unless the legislation requires action by the Governing Body by a date that necessitates a different committee schedule, items shall be heard before committees in the following order:

a. Any relevant Standing or Special Committees.

b. The Quality of Life Committee and/or the Public Works and Utilities Committee.

c. The Finance Committee. The Finance Committee must review all legislation with a fiscal impact.

4. Legislation considered by City Council Standing Committees must take one of the following paths:

a. *Approve.* With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body;

b. *Approve as Amended.* With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body, to be considered with any amendments adopted by the prior City Council Standing Committee;

c. *Deny.* With a majority, but non-unanimous, vote of denial, the legislation moves to the subsequently scheduled committee or Governing Body.

If a motion to deny is unanimously adopted by all members of a committee, the legislation shall not move forward for further committee or Governing Body consideration.

e. *No recommendation.* The legislation moves to the subsequently scheduled committee or Governing Body without adopting a motion of approval or denial. Any legislation that is moved without recommendation shall be placed on the discussion agenda for the next scheduled committee.

f. *Refer to another committee.*

i. The legislation is referred to another committee that was not initially scheduled; and/or

ii. The legislation is referred to a committee that has already reviewed the legislation, subject to approval of the Chair of the referred committee.

g. *Postpone to a date certain.*

i. Council committees can vote to postpone a vote on an item with a majority vote of the committee. Postponing is permitted for a maximum of one (1) subsequent meeting of that committee, at which time a final vote of approval, denial, move forward without recommendation, or refer to another committee, is required.

ii. If a committee postpones an item until its next meeting, other committees and the Governing Body shall not consider the item until after the subsequently scheduled committee meeting.

7. *Lay on the Table.* A tabling motion is used to delay the discussion of an item until later in the same meeting.

D. Notice of Public Hearings on Bills

The Clerk shall publish notice of the public hearing at Governing Body after a bill receives approval by at least one committee.

E. Amendments

1. Amendments must be written and included in the Governing Body packet before the public hearing.

2. Councilors should endeavor to propose amendments as early as possible in the legislative process, for discussion during Council Committees.

3. If no committees have had the opportunity to discuss an amendment, then the amendment must be presented in writing before discussion.

V. Governing Body Meetings

A. Decorum

1. The members of the Governing Body shall set an example for the conduct of the public's business, showing respect for the Governing Body as an institution, and showing respect to its members, City staff, and to all members of the public. While the Governing Body is in session, the members shall observe civility and public decorum at all times. During committee and Governing Body Meetings, each member of the Governing Body has the following duties:

a. Provide fair and equal treatment for all persons and matters.

b. Learn and study the background and purposes of important items of business before voting.

c. Maintain the confidentiality of confidential information concerning the business of the City and/or information received during any closed session of the Governing Body.

d. Refrain from abusive conduct, personal charges, accusations, or verbal attacks upon the character, motives, ethics, or morals of other members of the Governing Body, staff or public, or other personal comments.

e. Listen courteously and attentively and avoid interrupting other speakers, including other Governing Body members, except as may be permitted by established Procedural Rules.

f. Faithfully attend all sessions of the Governing Body and City Council Committees to which the member is appointed unless unable to do so because of a compelling reason.

g. Maintain the highest standard of public conduct by refusing to condone breaches of public trust or improper attempts to influence legislation and by being willing to call a point of order when any member who negligently, willfully, or intentionally violates the procedural rules of decorum contained in these Rules.

2. The Presiding Officer has a duty to maintain civility and decorum. The Presiding Officer may call any person to order if they are making personal, intemperate, or slanderous remarks, or by otherwise violating these rules of decorum, by reminding them that such comments are out of order. The Presiding Officer may prohibit any person who is acting improperly from continuing to speak.

3. The Chief of Police, or the Chief's designee, shall serve as Sergeant-at-Arms at all meetings held in person.

B. Meeting Types

1. Regular Meetings

a. Regular meetings are held at City Hall in the Council Chambers, except as provided for in Section 20-1.4 SFCC 1987, on the second and last Wednesday of each month or as otherwise determined by vote of the Governing Body.

b. Agenda items not considered prior to 11:30 p.m. shall be postponed to a subsequent meeting, provided that the date, time, and place of such meeting is specified at the time of postponement. A majority of the whole may choose to suspend this rule pursuant to Section VII., below.

c. Notice of regular meetings shall be electronically posted publicly no later than seventy-two (72) hours prior to the meeting.

d. A quorum of Governing Body members must be present to proceed with a regular meeting of the Governing Body.

2. Special Meetings

a. Special meetings of the Governing Body may be called pursuant to SFCC 1987, Section 2-1.12.

b. Notice of special meetings shall be electronically served by a written notice to each member of the Governing Body and electronically posted publicly no later than seventy-two (72) hours in advance of the meeting.

c. A quorum of Governing Body members must be present to proceed with a special meeting of the Governing Body.

3. Emergency Meetings:

a. Emergency meetings of the Governing Body may be called and noticed pursuant to NMSA 1978, Section 10-15-1(F).

b. A quorum of Governing Body members must be present to proceed with an emergency meeting of the Governing Body.

4. Study Session

a. Governing Body study sessions may be scheduled by the City Manager as needed for discussing issues of public concern. Where possible, a study session is scheduled at least two (2) weeks in advance.

b. Study sessions are held in a workshop format, without public comment or action by the Governing Body.

c. A quorum of the Governing Body is not necessary to proceed with a study session.

C. Meeting Agenda

1. Agenda Preparation

a. The City Manager or the City Manager's designee, through the City Clerk, shall prepare an agenda for all meetings of the Governing Body. The City Manager may consider reasonable requests from members of the Governing Body for agenda items.

b. The agenda shall include items that require Governing Body action, presentations, and informational items. On action items, the City Manager shall provide all facts necessary for proper study and decision-making by the Governing Body.

c. No action item shall be placed on the agenda unless it has been approved by at least one City Council Standing Committee unless otherwise approved by a majority vote of the entire Governing Body or in accordance with Section 5(C)(1)(d)(i) or (ii) of these Rules.

d. An action item may bypass the committee review process and be placed directly on the Governing Body meeting agenda:

i. When uncommon circumstances make it necessary for the Governing Body to consider and/or act on the item within a period of time that is insufficient to permit it to go through the committee review process, but sufficient to meet the notice requirements of the Open Meetings Act; or

ii. In case of emergency, when unforeseen circumstances that, if not addressed immediately by the Governing Body, notwithstanding the

inability to give sufficient notice pursuant to the Open Meetings Act, will likely result in injury or damage to persons or property or substantial financial loss to the city. (Open Meetings Act, NMSA 1978 §10-15-1.F.)

D. Consent Agenda

1. All items on the consent agenda may be adopted with one motion. In the minutes, each item passed by adoption of the consent calendar shall be entered as a separate action of the Governing Body.

2. Any member of the Governing Body may request that any item be removed from the consent agenda for discussion or debate and any such request shall be granted automatically. Governing Body members should not remove items from the consent agenda to make inquiries that do not directly relate to the particular matter.

3. The following items, if they have met the substantive or procedural requirements otherwise required by these rules, shall be included in the Consent Agenda:

a. Minutes from previous Governing Body meetings.

b. Unless otherwise excluded in Paragraph 4 below, items approved by all City Council Committees to which they are referred.

c. Routine and/or procedural matters with no fiscal impact such as liquor hearings, finding of facts and conclusion of law, and annual Open Meetings Act resolution.

4. Items that are not appropriate for the consent agenda include:

a. Any matter requiring a public hearing, including bills.

b. Annual budget approval.

c. Quasi-judicial hearings.

d. Personnel issues not related to specific employees, such as the creation of new employment positions or personnel rules.

e. Procedural rules of the Governing Body.

f. Board, committee, and agency appointments.

g. Items that have not received committee approval by one or more City Council Standing Committees to which it has been referred.

7. Each Governing Body member shall diligently review the consent calendar items and the associated packet materials prior to the Governing Body meeting.

8. Members of the Governing Body are encouraged to seek technical or clarifying information directly from City staff during City Council Standing Committee meetings or through direct communication with staff outside of a Committee meeting. This provides for the best use of, and respect for, the time of the public, staff, and the Governing Body while it is in session.

9. Governing Body members are encouraged to communicate their intent to remove an item from the consent agenda to the City Clerk no later than four (4) hours prior to the commencement of a regular Governing Body meeting. If a Governing Body member does not notify the Clerk of their intent to remove an item from the consent agenda at least four (4) hours prior to the Governing Body meeting, the member may still remove the item from the consent agenda for debate or discussion with the Governing Body, but the staff representative may not be available.

E. Posting of Agenda and Supporting Materials

1. Copies of the complete agenda and packet material shall be available to the Governing Body and the public for study and review the Friday immediately prior to the Governing Body meeting. The City Clerk's Office shall ensure that the Governing Body is notified when additional packet material is added.

2. A majority of the whole number of the Governing Body may vote to consider emergency matters not on the agenda consistent with Section C (1)(D)(2)(ii) of this Article IV and in compliance with New Mexico Open Meetings Act requirements.

F. Order of Business

1. **Call to Order.** The Presiding Officer shall call the meeting to order promptly at the appointed hour.

2. **Pledge of Allegiance.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

3. **Salute to the New Mexico Flag.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

4. **Invocation and Remembrances.** The City Clerk shall assign members of the City Council to lead the invocation on a rotating basis. After the invocation, the Presiding Officer may make, and shall call upon City Councilors to provide, remembrances.

5. **Roll Call.** The City Clerk shall call the roll of the Governing Body and record the names of those present and absent for inclusion in the minutes of the meeting. A quorum must be present in order to conduct business.

6. **Approval of Agenda.** The City Manager, the Mayor, or a Council member may request amendments to the agenda including deletions, alterations in the order of items, and requests for postponement of items on the agenda. Emergency additions may be made pursuant to Section 5(C)(1)(d)(i).

7. **Approval of Consent Agenda.** Before moving approval of the Consent Agenda, Council members shall alert the Presiding Officer of any items they wish to remove from the consent agenda for discussion. The Governing Body may adopt the items remaining on the consent agenda by adopting a single motion to do so, without discussion.

8. **Presentations.** As scheduled by the City Manager, by staff or outside guests on selected topics. No action may be taken by the Governing Body. The City Clerk, in consultation with the City Manager, shall consider if a presentation is better suited for a City Council Standing Committee.

9. **Action Items: Consent Agenda.** The Governing Body shall consider each item removed from the consent agenda during "Approval of Consent Agenda." A motion and second regarding the disposition of each item is required before deliberations on the item begin.

10. **Action Items: Discussion Agenda.** The Governing Body shall discuss and vote on any item(s) that were not included on the consent agenda pursuant to Section 5(D)(4) above, other than matters that require a public hearing. A motion and second regarding the disposition of each item is required before deliberations on the item begin.

11. **Matters from the City Manager.** Any business or comments from the City Manager.

12. **Matters from the City Attorney.** Any business or comments from the City Attorney, including moving into Executive Session.

13. **Matters from the City Clerk.** Any business or comments from the City Manager including any upcoming public hearings.

14. **Communications from the Governing Body.** Any business or comments from Governing Body members. Governing Body members shall not engage in debate with other members or ask questions of staff. Members may request information from the City Manager, City Attorney, and/or the City Clerk, but discussion of the request during a meeting is not permitted without appropriately noticing it.

15. **Introduction of Legislation.** Governing Body members shall introduce legislation during this section. Additional Governing Body members may add themselves as cosponsors to legislation.

16. **Petitions from the Floor.** Petitions from the Floor shall generally be heard at 7:00p.m., or as soon thereafter as can be reasonably achieved.

17. **Public Comment on Bills.** After the main sponsor of the bill provides a one (1) minute overview of the bill, the public provides comment. There is no debate, discussion, or action taken by the Governing Body.

18. **Final Action on Legislation.** The Governing Body holds a public hearing, debates, and votes on legislation requiring a public hearing except that land use cases that include legislation shall be heard under “Public Hearings.”

19. **Public Hearings.** Items such as land use cases, appeals, and anything else that is required to have a public hearing by City Code, state statute, or federal law.

20. **Appointments.** The Governing Body votes on Mayoral appointments.

21. **Adjourn.**

E. Further Rules for Certain Orders of Business

1. Petitions from the Floor

a. Each speaker may speak for up to two (2) minutes unless the Presiding Officer determines that other limitations are reasonably necessary to conclude Petitions from the Floor within a reasonable timeframe, in the context of the remaining business before the Governing Body.

b. Members of the public cannot cede their allocated time to another member of the public, but they may make arrangements with the City Clerk to speak in a specific order in order.

c. The Presiding Officer shall disallow comments from the public that are not directed to the members of the Governing Body. Petitions from the Floor do not include questions of the Governing Body, nor of other members of the public. Governing Body members shall not respond to comments from the public during Petitions from the Floor.

2. Executive Session

a. Pursuant to NMSA 1978, § 10-15-1, part (H), an executive session may be called for any matters permitted under law. The Mayor, after conference with the City Manager and the City Attorney, or any three members of the Governing Body, after conference with the City Manager and the City Attorney, may direct the City Manager and the City Clerk to place an executive session on the agenda. In addition, any member of the Governing Body may move at any time

to discuss the item on the table in immediate executive session if it is their opinion that the matter is appropriate for executive session.

b. The motion to go into an executive session shall be voted on by roll call.

c. The executive session may be held at the discretion of the Governing Body, at any time during the Council meeting before adjournment of the evening session. No votes shall be taken in executive session.

d. Upon completion of discussions in an executive session, the Governing Body shall move, second and approve the reconvening of the public meeting and, if accurate, the motion shall state for the record that the discussions in executive session were limited to the matters listed upon the agenda.

e. No disclosure of Executive Session matters may be made unless and until the Governing Body has approved by vote the disclosure of the information. The confidentiality of matters discussed during an executive session is held by the Governing Body, not individual members of the Governing Body. Any member of the Governing Body who violates this provision shall be subject to censure and other penalties in accordance with law. If a member of the Governing Body wishes to disclose information shared during an executive session, that member shall immediately move that the contents of the discussion in executive session be disclosed. Disclosure requires a vote of a majority of the whole.

f. The clerk shall make available to the public, upon request, a list of executive session attendees.

g. If any final action is to be taken regarding matters discussed in executive session, direction to take such action shall be made in the form of a motion instructing the City Manager or City Attorney to take action consistent with the discussion held during the executive session. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by a roll call vote. For the purposes of this rule in the context of matter subject to the attorney-client privilege, "final action" means only an action that will directly conclude pending litigation, by settlement or otherwise. Within an executive session, the City Attorney may seek consensus or direction from the Governing Body on any matter permitted under the Open Meetings Act, and such consensus or direction shall not constitute final action.

h. Any vote taken on an item discussed in executive session shall be reasonably specific as to the particulars of what is being voted upon.

i. Any action constituting final action shall be executed by the appropriate signatories after the Governing Body votes upon the motion and the document or documents reflecting the final action taken shall become public record

immediately thereafter, unless revealing the final action would violate a court order from a court of competent jurisdiction or the law.

3. **Public Hearings**

a. The following provisions are the Rules and Procedure for Public Hearings on Legislation and Certain Appeals¹ (Section 18 and 19 of the Order of Business).

i. The City Clerk shall read the title of the item set for public hearing.

ii. An appropriate staff member may be called upon to present background information.

iii. The Presiding Officer shall ask if there is anyone in the audience who wishes to speak for or against the issue. The City Clerk may organize public speakers pursuant to reasonable and inclusive policies.

iv. The Presiding Officer may set time limits and conditions for speakers before the public hearing begins and shall not change those conditions during the public hearing.

v. Members of the Governing Body may address questions to public speakers.

vi. Members of the public may pose hypothetical questions or use questions to make a point, but the Presiding Officer shall not request or entertain answers from staff or from members of the Governing Body.

vii. If a motion is made to reschedule an item that has been advertised as a public hearing before all members of the public who are present at that meeting have been allowed to speak, the continuation of that item shall continue as a public hearing. If a motion is made to reschedule an item that has been advertised as a public hearing after the public hearing is closed, the motion shall indicate whether further public comment will be accepted at the continuation of that item. If no further public comment will be accepted, that decision shall be noted on any future agenda.

b. **Special Rules for Quasi-Judicial Proceedings:** Any member of the Governing Body who has received communications outside a quasi-judicial proceeding concerning the merits or substance of the matter being heard in that proceeding shall disclose the substance of the communications on the record at the commencement of the proceeding, and the member shall recuse themselves if they cannot be fair and impartial in hearing the matter.

¹ Land use appeals are governed by Resolution No. 2011-24 or its substitute

c. All comments by Governing Body members shall be made through the Presiding Officer.

4. Public Participation in Public Hearings

a. Instructions for participating in public hearings shall be posted on each Governing Body agenda.

b. Oral comment: Each person wishing to address the Governing Body shall be recognized by the Presiding Officer and must state their name and council district and/or street of residence for the record before speaking to the issue. Members of the public cannot cede their allocated time to another member of the public, but arrangements can be made with the City Clerk to speak in a specific order in order to coordinate a message to the Governing Body.

c. All remarks shall be addressed through the Presiding Officer to the Governing Body as a whole and not to any individual members.

d. In proceedings requiring sworn or affirmed testimony, such as appeals, the City Clerk shall swear in or affirm all witnesses, including members of the public.

f. Any violation of these rules could result in removal from the public hearing, at the discretion of the Presiding Officer

VI. Rules of Debate

A. Governing Body Rules for Speaking

1. Members of the Governing Body shall attempt to balance the right of the public to know positions of the elected officials and their rationale for decisions with the need for balanced discussion and timely adjournment of the Governing Body meeting. In order to realize this balance, members shall endeavor to engage in the following behaviors:

a. Articulate questions, opinions, comments, and reasons for votes succinctly;

b. Exercise self-discipline by avoiding repeating the statements of others, being verbose in expressing opinions, or straying off the topic;

c. Allow the Presiding Officer to manage the meeting and to recognize them before speaking;

- d. Support the Presiding Officer in enforcing these rules;
- e. Permit other members an opportunity to speak once on an issue before speaking a second time on the same issue;
- f. avoid personal attacks;
- g. Use “I” statements and avoid stating, or attempting to state, the sentiments or motives of others, including, but not limited to, any staff member, any other Governing Body member, or the Governing Body as a whole; and
- h. Consider council goals, staff time, and resource availability when making requests for a delay or additional information.

2. Assigning the Floor by the Presiding Officer: A Council member who wishes to speak or debate shall address the Presiding Officer. After being recognized by name and assigned the floor by the Presiding Officer, the Council member may present their issue and confine their comments to that issue.

3. Order of speakers: The Presiding Officer generally recognizes council members in the order in which they request the floor, except that the member who made the motion is entitled to be recognized first. Only one person may have the floor at a time.

4. Interruption of a speaker: While a person is speaking, no one shall interrupt the speaker except:

- i. For a *Point of Order* whereby another Governing Body member thinks these Rules are being violated.

- ii. For a *Request or Inquiry* to obtain information that requires an immediate response.

- iii. To *Raise a Question of Privilege* that permits a request or main motion relating to the rights and privileges of the Governing Body or any of its members to be brought up for possible immediate consideration because of its urgency. After an interruption, the previously recognized speaker may continue. For a detailed explanation of this section, see *Robert's Rules of Order*, §42 (Rules Governing Assignment of the Floor).

5. A member may speak more than once to the same motion only when all councilors desiring to speak have been heard, except to answer questions.

6. The Presiding Officer may, in their sole discretion, temporarily suspend the rules of speaking in order to permit a direct dialogue between council members with respect to an issue or motion.

B. Recusal From the Meeting

A Governing Body member shall recuse themselves from any matter when there is an actual conflict and may recuse if there is the risk of a perceived inability to be objective before the matter is heard. Any Governing Body member with a conflict shall disclose the existence of a conflict prior to the Governing Body's consideration of the item. Any member who has recused themselves shall leave the room where the meeting is being held until the vote is taken and recorded by the City Clerk.

C. The Main Motion and Debate

1. The City Clerk shall read the title of the item set for discussion.

a. *Main motion on Agenda Items.* A main motion must be on the floor before debate can take place and only one main motion may be on the floor at a time. If a motion is long or complicated, a Governing Body member may request that it be in writing. A Council member may give brief explanatory comments before stating the motion, but must argue and debate the motion only after it has been seconded.

- i. Approve. The motion to approve is to approve the legislation as it has been most recently amended in committee.
- ii. Deny.

b. *Subsidiary Motions on Agenda Items.* The following are common subsidiary motions that may be made after a main motion is on the table:

- i. Amend
- ii. Postpone to a date certain
- iii. Postpone indefinitely
- iv. Refer to a City Council Committee
- v. Lay on the Table

c. *Second for a motion:* All motions require a second to indicate that more than one Council member is interested in discussing the issue, except that the motion to Lay on the Table is non-debatable. The seconder does not, however, have to favor the motion and may speak and vote against it. If there is no second, the motion dies.

d. *Debate:* The Presiding Officer shall restate the motion on the floor and call for general discussion.

- i. When debate is closed by common consent or by a vote, the Presiding Officer shall restate the question and request a roll call or voice

vote. A Council member may move to close debate only when all members of the Governing Body have had an opportunity to speak to the pending motion.

ii. After confirmation of the vote by the City Clerk, the City Clerk shall declare the result of the vote.

d. Governing Body members should keep the following in mind when debating items:

i. *Advance Notice.* Council members should give advance notice to the Presiding Officer and the City Clerk whenever substantial discussion is anticipated to an agenda item, so that an appropriate staff response can be prepared.

ii. *Presiding Officer May Intervene.* The Presiding Officer may intervene in council debate in order to solicit a motion when debate seems to be proceeding longer than warranted or when more information or staff work appears warranted to facilitate a council decision.

iii. *No Intentional Surprises.* Council members will make every effort not to surprise each other and staff by bringing up new information at a meeting; they shall give notice to the Presiding Officer and City Clerk of their intention to bring up new information as soon as practical before the meeting.

D. Voting

1. A member of the Governing Body must vote "yes," "no," or "abstain," except in the case of a conflict of interest as defined in SFCC 1987, Section 1-7, in which case the member shall recuse themselves.

2. The roll is called in alphabetical order with the following special provision. On the first roll call vote of the session, the City Clerk shall begin with the first name on the list; on the second vote, the Clerk shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Presiding Officer shall in all instances vote last.

3. *Explanation of Vote:* Any member of the Governing Body may make a brief statement after the conclusion of the vote to explain their vote, not to exceed one minute. The member must state they wish to explain their vote at the time of their vote.

4. *Delayed Vote:* A Council Member may pass their turn to vote, in which case the Council Member's name will be called again in rotation and then they must vote "yes," "no," or "abstain."

5. *Quorum Required:* Unless a higher number is required by state or city law, an action of the Governing Body requires a simple majority vote.

6. *Tie Vote:* In cases of a tie vote, the motion fails.

7. *Proxy Vote:* There shall be no proxy or absentee voting. Further, it is improper for any Governing Body member to state, or attempt to state, the sentiments of any absent Governing Body member.

8. *Abstention:*

a. If one or more Governing Body members abstain, then the abstentions shall be counted as "no" votes if the action being voted on is passage of an ordinance or resolution. If counting the abstention as a "no" vote results in a tie, then the motion fails.

b. If one or more Governing Body members abstain, and the action being voted on is other than the passage of an ordinance or resolution, then abstentions shall be counted as acquiescence with the majority. If there is no majority because the vote is tied before the abstentions are taken into account, then the abstentions shall not be counted at all and the motion fails.

c. A recusal or disqualification for conflict of interest purposes shall not be counted as a "yes" or "no" vote.

VII. Suspension and Amendment of These Rules

These rules may be temporarily suspended for a single meeting or matter at any time by a two-thirds (2/3) majority vote of the whole number of members of the Governing Body. Amendments to these rules shall be made by resolution.

VIII. Robert's Rules of Order

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Robert's Rules of Order*.

IX. History

Adopted by Resolution No. 2004-55 on July 28, 2004; and
Amended by Resolution No. 2006-43 on April 12, 2006; and

Amended by Resolution No. 2006-95 on August 9, 2006.
Re-adopted by Resolution No. 2008-103
Amended by Resolution No. 2009-21 (Salute to New Mexico Flag)
Amended by Resolution No. 2012-27 (Agenda Items)
Re-adopted by Resolution No. 2016-64 on August 10, 2016
New Version Adopted by Resolution No. 2021-__ on _____, 2021

**PROPOSED GOVERNING BODY PROCEDURAL RULES
WITH CHANGES NOTED**



GOVERNING BODY PROCEDURAL RULES

TABLE OF CONTENTS

I.	Purpose.....	3
II.	Definitions.....	3
III.	The Governing Body.....	3
IV.	The Legislative Process.....	5
V.	Governing Body Meetings.....	8
VI.	Rules of Debate.....	17
VII.	Suspension and Amendment of These Rules.....	21
VIII.	Robert’s Rules of Order.....	21
IX.	History.....	21

I. Purpose

Lightly revised

These procedural rules (“Rules”) are intended for use by the Governing Body of the City of Santa Fe (“Governing Body”) to guide the actions of the Governing Body in the general conduct of business; and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent of the Governing Body. These rules are not intended to limit public participation or council debate, but to enable the effective functioning of the Governing Body.

II. Definitions

New Section

Bill means a proposed law presented to the Governing Body for approval and adoption.

City means the City of Santa Fe, New Mexico.

City Council means the Councilors as a group, exclusive of the mayor.

City Council Standing Committee means a standing committee comprised entirely of Governing Body members.

Governing Body means the Councilors and the Mayor, or the Councilors and a Mayor Pro-Tempore, meeting in a session that has been duly called in accordance with the state’s Open Meetings Act.

Legislation means a bill or resolution.

Mayor Pro-Tempore means the Councilor selected to act as Mayor in the absence of the Mayor.

Minutes means a document that records, at a minimum, the time the meeting is called to order and adjourned, those members in attendance, and the motions and votes taken by the members.

Open Meetings Act (“OMA”) means the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 to -4.

Ordinance means a law that has been approved and adopted by the Governing Body.

Packet Material means the minimum documents necessary for Governing Body to take action on the relevant item.

Parliamentarian means the Councilor selected by the Mayor to serve as the expert in the rules and procedures of the Governing Body.

Presiding Officer means the Mayor or, in the absence of the Mayor, the Mayor Pro-Tempore, or the person designated pursuant to these rules.

Resolution means a formal expression of the Governing Body’s opinion, will, or intent.

Standing Committee means an advisory committee, appointed by the mayor with the approval of the city council, the work of which is generally continuous and relevant to the fundamental concerns of the Governing Body.

III. The Governing Body

The members of the Governing Body, exclusive of the Mayor, shall be known and designated as City Councilors and comprise the City Council. The Mayor and the City Council together are the Governing Body of the City. (SFCC 1987, § 2-1.1)

A. The Mayor and Presiding Officer

Lightly revised

1. The Mayor, or in the Mayor's absence, the Mayor Pro-tempore, is the Presiding Officer at all meetings of the Governing Body. In the absence of both the Mayor and Mayor Pro-tempore, the Mayor shall designate a Presiding Officer from City Councilors present at the meeting.

2. The Presiding Officer is responsible for conducting meetings in an orderly, democratic fashion. The Presiding Officer must ensure that the majority prevails, that minority rights are protected, and that courtesy, fairness, justice, and impartiality are guaranteed to all present.

3. The Mayor has a vote on all matters that come before the Governing Body. (Santa Fe Municipal Charter, § 5.01(B))

B. The City Council

Lightly revised – moved paragraphs
on introduction of legislation

1. Members of the City Council shall observe order, civility, and decorum at all times and neither delay nor interrupt the proceedings of a meeting or the Presiding Officer.

2. Members of the Council shall address all questions to and through the Presiding Officer and only after recognition by the Presiding Officer.

C. The Mayor Pro-Tempore

New

At the first meeting of the Governing Body in even-numbered years, the mayor shall appoint, subject to the approval of the city council, a councilor to serve as mayor pro-tempore until the next regular city election. The mayor pro-tempore shall perform the duties of the mayor in the absence or temporary incapacity of the mayor. (Santa Fe Municipal Charter, § 5.04)

D. The Parliamentarian

New

1. The Mayor shall select one councilor who shall be the parliamentarian for the Governing Body.

2. Upon appointment, the parliamentarian shall receive appropriate training in parliamentary procedure. The parliamentarian and the city attorney shall provide an overview of parliamentary procedure to the Governing Body on an annual basis. (SFCC 1987, § 2-1.11)

IV. The Legislative Process

New Section

Legislation proposed for consideration of the Governing Body shall follow the Legislative Process outlined in this section, in the order presented, unless the matter constitutes a matter of necessity or an emergency as described in these Rules.

A. Introduction

1. Members of the Governing Body shall introduce legislation at regular meetings of the Governing Body during “Introduction of Legislation”. If the legislation is one of uncommon circumstances or an emergency pursuant to Section V(C)(1)(d)(i) or (ii), the sponsor may introduced the legislation at a regular meeting of a City Council Standing Committee.

2. The primary sponsor may take up to 3 minutes to introduce or offer explanation of the legislation the primary sponsor is introducing. Any co-sponsors may take up to 1 minute to explain their support of the legislation. Any additional Governing Body members wishing to cosponsor the legislation may do so at this time. No questions, discussion, or debate of the legislation shall occur during the introduction of the legislation.

3. In order to be introduced, legislation must be fully drafted and included in the packet posted with the Governing Body’s agenda, unless the matter constitutes a matter of necessity or emergency in accordance with these rules. Fully drafted legislation includes all of the following elements:

- a. The legislation’s title/caption;
- b. A complete draft of the proposed wording or language; and
- c. The City Attorney’s signature as to form.

4. At the time of introduction, the sponsor(s), in coordination with legislative staff, shall refer legislation to the appropriate Standing Committees and/or City Council Standing Committees based on subject matter of the legislation. A member of the Governing Body may challenge the schedule proposed at introduction. Such challenge of the proposed schedule, and proposed alternative referrals, are subject to a vote by the entire Governing Body at the time of introduction.

5. Governing Body members may add themselves as co-sponsors of legislation up until 72 hours prior to the meeting when the relevant legislation is scheduled for adoption. Governing Body members may remove themselves as a co-sponsor at any time before a final vote to adopt legislation.

B. First Public Comment on Bills

1. During the Governing Body meeting following a bill's introduction, and prior to any City Council Committee or advisory committee review, the Governing Body shall schedule the bill for "first public comment."

2. Staff shall provide a presentation not to exceed five (5) minutes in length prior to the public comment.

3. During first public comment, the Governing Body shall not discuss or comment about the bill. Discussion among the Governing Body members regarding bills shall occur during the committee meetings during which the item is scheduled and during the bill's public hearing.

C. City Council Standing Committee Review

1. All legislation shall be considered by a City Council Standing Committee prior to a public hearing.

2. Legislation must be scheduled for, and approved by, at least one City Council Standing Committee prior to inclusion on the Governing Body agenda for discussion or a public hearing, as applicable.

3. Unless the legislation requires action by the Governing Body by a date that necessitates a different committee schedule, items shall be heard before committees in the following order:

a. Any relevant Standing or Special Committees.

b. The Quality of Life Committee and/or the Public Works and Utilities Committee.

c. The Finance Committee. The Finance Committee must review all legislation with a fiscal impact.

4. Legislation considered by City Council Standing Committees must take one of the following paths:

a. *Approve.* With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body;

b. *Approve as Amended.* With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body, to be considered with any amendments adopted by the prior City Council Standing Committee;

c. *Deny.* With a majority, but non-unanimous, vote of denial, the legislation moves to the subsequently scheduled committee or Governing Body.

If a motion to deny is unanimously adopted by all members of a committee, the legislation shall not move forward for further committee or Governing Body consideration.

e. *No recommendation.* The legislation moves to the subsequently scheduled committee or Governing Body without adopting a motion of approval or denial. Any legislation that is moved without recommendation shall be placed on the discussion agenda for the next scheduled committee.

f. *Refer to another committee.*

i. The legislation is referred to another committee that was not initially scheduled; and/or

ii. The legislation is referred to a committee that has already reviewed the legislation, subject to approval of the Chair of the referred committee.

g. *Postpone to a date certain.*

i. Council committees can vote to postpone a vote on an item with a majority vote of the committee. Postponing is permitted for a maximum of one (1) subsequent meeting of that committee, at which time a final vote of approval, denial, move forward without recommendation, or refer to another committee, is required.

ii. If a committee postpones an item until its next meeting, other committees and the Governing Body shall not consider the item until after the subsequently scheduled committee meeting.

7. *Lay on the Table.* A tabling motion is used to delay the discussion of an item until later in the same meeting.

D. Notice of Public Hearings on Bills

The Clerk shall publish notice of the public hearing at Governing Body after a bill receives approval by at least one committee.

E. Amendments

1. Amendments must be written and included in the Governing Body packet before the public hearing.

2. Councilors should endeavor to propose amendments as early as possible in the legislative process, for discussion during Council Committees.

3. If no committees have had the opportunity to discuss an amendment, then the amendment must be presented in writing before discussion.

V. Governing Body Meetings

A. Decorum

New

1. The members of the Governing Body shall set an example for the conduct of the public's business, showing respect for the Governing Body as an institution, and showing respect to its members, City staff, and to all members of the public. While the Governing Body is in session, the members shall observe civility and public decorum at all times. During committee and Governing Body Meetings, each member of the Governing Body has the following duties:

- a. Provide fair and equal treatment for all persons and matters.
- b. Learn and study the background and purposes of important items of business before voting.
- c. Maintain the confidentiality of confidential information concerning the business of the City and/or information received during any closed session of the Governing Body.
- d. Refrain from abusive conduct, personal charges, accusations, or verbal attacks upon the character, motives, ethics, or morals of other members of the Governing Body, staff or public, or other personal comments.
- e. Listen courteously and attentively and avoid interrupting other speakers, including other Governing Body members, except as may be permitted by established Procedural Rules.
- f. Faithfully attend all sessions of the Governing Body and City Council Committees to which the member is appointed unless unable to do so because of a compelling reason.
- g. Maintain the highest standard of public conduct by refusing to condone breaches of public trust or improper attempts to influence legislation and by being willing to call a point of order when any member who negligently, willfully, or intentionally violates the procedural rules of decorum contained in these Rules.

2. The Presiding Officer has a duty to maintain civility and decorum. The Presiding Officer may call any person to order if they are making personal, intemperate, or slanderous remarks, or by otherwise violating these rules of decorum, by reminding them that such comments are out of order. The Presiding Officer may prohibit any person who is acting improperly from continuing to speak.

3. The Chief of Police, or the Chief's designee, shall serve as Sergeant-at-Arms at all meetings held in person.

B. Meeting Types

Revised to specify the four meeting types and specifically mention emergency meetings and study sessions

1. Regular Meetings

a. Regular meetings are held at City Hall in the Council Chambers, except as provided for in Section 20-1.4 SFCC 1987, on the second and last Wednesday of each month or as otherwise determined by vote of the Governing Body.

b. Agenda items not considered prior to 11:30 p.m. shall be postponed to a subsequent meeting, provided that the date, time, and place of such meeting is specified at the time of postponement. A majority of the whole may choose to suspend this rule pursuant to Section VII., below.

c. Notice of regular meetings shall be electronically posted publicly no later than seventy-two (72) hours prior to the meeting.

d. A quorum of Governing Body members must be present to proceed with a regular meeting of the Governing Body.

2. Special Meetings

a. Special meetings of the Governing Body may be called pursuant to SFCC 1987, Section 2-1.12.

b. Notice of special meetings shall be electronically served by a written notice to each member of the Governing Body and electronically posted publicly no later than seventy-two (72) hours in advance of the meeting.

c. A quorum of Governing Body members must be present to proceed with a special meeting of the Governing Body.

3. Emergency Meetings:

a. Emergency meetings of the Governing Body may be called and noticed pursuant to NMSA 1978, Section 10-15-1(F).

b. A quorum of Governing Body members must be present to proceed with an emergency meeting of the Governing Body.

4. Study Session

a. Governing Body study sessions may be scheduled by the City Manager as needed for discussing issues of public concern. Where possible, a study session is scheduled at least two (2) weeks in advance.

b. Study sessions are held in a workshop format, without public comment or action by the Governing Body.

c. A quorum of the Governing Body is not necessary to proceed with a study session.

C. Meeting Agenda

Lightly revised – broken out into multiple sections

1. Agenda Preparation

a. The City Manager or the City Manager's designee, through the City Clerk, shall prepare an agenda for all meetings of the Governing Body. The City Manager may consider reasonable requests from members of the Governing Body for agenda items.

b. The agenda shall include items that require Governing Body action, presentations, and informational items. On action items, the City Manager shall provide all facts necessary for proper study and decision-making by the Governing Body.

c. No action item shall be placed on the agenda unless it has been approved by at least one City Council Standing Committee unless otherwise approved by a majority vote of the entire Governing Body or in accordance with Section 5(C)(1)(d)(i) or (ii) of these Rules.

d. An action item may bypass the committee review process and be placed directly on the Governing Body meeting agenda:

i. When uncommon circumstances make it necessary for the Governing Body to consider and/or act on the item within a period of time that is insufficient to permit it to go through the committee review process, but sufficient to meet the notice requirements of the Open Meetings Act; or

ii. In case of emergency, when unforeseen circumstances that, if not addressed immediately by the Governing Body, notwithstanding the

inability to give sufficient notice pursuant to the Open Meetings Act, will likely result in injury or damage to persons or property or substantial financial loss to the city. (Open Meetings Act, NMSA 1978 §10-15-1.F.)

D. Consent Agenda

Broken out from existing Section

1. All items on the consent agenda may be adopted with one motion. In the minutes, each item passed by adoption of the consent calendar shall be entered as a separate action of the Governing Body.

2. Any member of the Governing Body may request that any item be removed from the consent agenda for discussion or debate and any such request shall be granted automatically. Governing Body members should not remove items from the consent agenda to make inquiries that do not directly relate to the particular matter.

3. The following items, if they have met the substantive or procedural requirements otherwise required by these rules, shall be included in the Consent Agenda:

a. Minutes from previous Governing Body meetings.

b. Unless otherwise excluded in Paragraph 4 below, items approved by all City Council Committees to which they are referred.

c. Routine and/or procedural matters with no fiscal impact such as liquor hearings, finding of facts and conclusion of law, and annual Open Meetings Act resolution.

4. Items that are not appropriate for the consent agenda include:

a. Any matter requiring a public hearing, including bills.

b. Annual budget approval.

c. Quasi-judicial hearings.

d. Personnel issues not related to specific employees, such as the creation of new employment positions or personnel rules.

e. Procedural rules of the Governing Body.

f. Board, committee, and agency appointments.

g. Items that have not received committee approval by one or more City Council Standing Committees to which it has been referred.

7. Each Governing Body member shall diligently review the consent calendar items and the associated packet materials prior to the Governing Body meeting.

8. Members of the Governing Body are encouraged to seek technical or clarifying information directly from City staff during City Council Standing Committee meetings or through direct communication with staff outside of a Committee meeting. This provides for the best use of, and respect for, the time of the public, staff, and the Governing Body while it is in session.

9. Governing Body members are encouraged to communicate their intent to remove an item from the consent agenda to the City Clerk no later than four (4) hours prior to the commencement of a regular Governing Body meeting. If a Governing Body member does not notify the Clerk of their intent to remove an item from the consent agenda at least four (4) hours prior to the Governing Body meeting, the member may still remove the item from the consent agenda for debate or discussion with the Governing Body, but the staff representative may not be available.

E. Posting of Agenda and Supporting Materials

Broken out from
existing Section

1. Copies of the complete agenda and packet material shall be available to the Governing Body and the public for study and review the Friday immediately prior to the Governing Body meeting. The City Clerk's Office shall ensure that the Governing Body is notified when additional packet material is added.

2. A majority of the whole number of the Governing Body may vote to consider emergency matters not on the agenda consistent with Section C (1)(D)(2)(ii) of this Article IV and in compliance with New Mexico Open Meetings Act requirements.

F. Order of Business

Revised

1. **Call to Order.** The Presiding Officer shall call the meeting to order promptly at the appointed hour.

2. **Pledge of Allegiance.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

3. **Salute to the New Mexico Flag.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

4. **Invocation and Remembrances.** The City Clerk shall assign members of the City Council to lead the invocation on a rotating basis. After the invocation, the Presiding Officer may make, and shall call upon City Councilors to provide, remembrances.

5. **Roll Call.** The City Clerk shall call the roll of the Governing Body and record the names of those present and absent for inclusion in the minutes of the meeting. A quorum must be present in order to conduct business.

6. **Approval of Agenda.** The City Manager, the Mayor, or a Council member may request amendments to the agenda including deletions, alterations in the order of items, and requests for postponement of items on the agenda. Emergency additions may be made pursuant to Section 5(C)(1)(d)(i).

7. **Approval of Consent Agenda.** Before moving approval of the Consent Agenda, Council members shall alert the Presiding Officer of any items they wish to remove from the consent agenda for discussion. The Governing Body may adopt the items remaining on the consent agenda by adopting a single motion to do so, without discussion.

8. **Presentations.** As scheduled by the City Manager, by staff or outside guests on selected topics. No action may be taken by the Governing Body. The City Clerk, in consultation with the City Manager, shall consider if a presentation is better suited for a City Council Standing Committee.

9. **Action Items: Consent Agenda.** The Governing Body shall consider each item removed from the consent agenda during “Approval of Consent Agenda.” A motion and second regarding the disposition of each item is required before deliberations on the item begin.

10. **Action Items: Discussion Agenda.** The Governing Body shall discuss and vote on any item(s) that were not included on the consent agenda pursuant to Section 5(D)(4) above, other than matters that require a public hearing. A motion and second regarding the disposition of each item is required before deliberations on the item begin.

11. **Matters from the City Manager.** Any business or comments from the City Manager.

12. **Matters from the City Attorney.** Any business or comments from the City Attorney, including moving into Executive Session.

13. **Matters from the City Clerk.** Any business or comments from the City Manager including any upcoming public hearings.

14. **Communications from the Governing Body.** Any business or comments from Governing Body members. Governing Body members shall not engage in debate with other members or ask questions of staff. Members may request information from the City Manager, City Attorney, and/or the City Clerk, but discussion of the request during a meeting is not permitted without appropriately noticing it.

15. **Introduction of Legislation.** Governing Body members shall introduce legislation during this section. Additional Governing Body members may add themselves as cosponsors to legislation.

16. **Petitions from the Floor.** Petitions from the Floor shall generally be heard at 7:00p.m., or as soon thereafter as can be reasonably achieved.

17. **Public Comment on Bills.** After the main sponsor of the bill provides a one (1) minute overview of the bill, the public provides comment. There is no debate, discussion, or action taken by the Governing Body.

18. **Final Action on Legislation.** The Governing Body holds a public hearing, debates, and votes on legislation requiring a public hearing except that land use cases that include legislation shall be heard under “Public Hearings.”

19. **Public Hearings.** Items such as land use cases, appeals, and anything else that is required to have a public hearing by City Code, state statute, or federal law.

20. **Appointments.** The Governing Body votes on Mayoral appointments.

21. **Adjourn.**

E. Further Rules for Certain Orders of Business

1. Petitions from the Floor

Revised and expanded

a. Each speaker may speak for up to two (2) minutes unless the Presiding Officer determines that other limitations are reasonably necessary to conclude Petitions from the Floor within a reasonable timeframe, in the context of the remaining business before the Governing Body.

b. Members of the public cannot cede their allocated time to another member of the public, but they may make arrangements with the City Clerk to speak in a specific order in order.

c. The Presiding Officer shall disallow comments from the public that are not directed to the members of the Governing Body. Petitions from the Floor do not include questions of the Governing Body, nor of other members of the public. Governing Body members shall not respond to comments from the public during Petitions from the Floor.

2. Executive Session

Broken out from existing Order of Business Section

a. Pursuant to NMSA 1978, § 10-15-1, part (H), an executive session may be called for any matters permitted under law. The Mayor, after conference with the City Manager and the City Attorney, or any three members of the

Governing Body, after conference with the City Manager and the City Attorney, may direct the City Manager and the City Clerk to place an executive session on the agenda. In addition, any member of the Governing Body may move at any time to discuss the item on the table in immediate executive session if it is their opinion that the matter is appropriate for executive session.

b. The motion to go into an executive session shall be voted on by roll call.

c. The executive session may be held at the discretion of the Governing Body, at any time during the Council meeting before adjournment of the evening session. No votes shall be taken in executive session.

d. Upon completion of discussions in an executive session, the Governing Body shall move, second and approve the reconvening of the public meeting and, if accurate, the motion shall state for the record that the discussions in executive session were limited to the matters listed upon the agenda.

e. No disclosure of Executive Session matters may be made unless and until the Governing Body has approved by vote the disclosure of the information. The confidentiality of matters discussed during an executive session is held by the Governing Body, not individual members of the Governing Body. Any member of the Governing Body who violates this provision shall be subject to censure and other penalties in accordance with law. If a member of the Governing Body wishes to disclose information shared during an executive session, that member shall immediately move that the contents of the discussion in executive session be disclosed. Disclosure requires a vote of a majority of the whole.

f. The clerk shall make available to the public, upon request, a list of executive session attendees.

g. If any final action is to be taken regarding matters discussed in executive session, direction to take such action shall be made in the form of a motion instructing the City Manager or City Attorney to take action consistent with the discussion held during the executive session. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by a roll call vote. For the purposes of this rule in the context of matter subject to the attorney-client privilege, "final action" means only an action that will directly conclude pending litigation, by settlement or otherwise. Within an executive session, the City Attorney may seek consensus or direction from the Governing Body on any matter permitted under the Open Meetings Act, and such consensus or direction shall not constitute final action.

h. Any vote taken on an item discussed in executive session shall be reasonably specific as to the particulars of what is being voted upon.

i. Any action constituting final action shall be executed by the appropriate signatories after the Governing Body votes upon the motion and the document or documents reflecting the final action taken shall become public record immediately thereafter, unless revealing the final action would violate a court order from a court of competent jurisdiction or the law.

Revised and expanded

3. **Public Hearings**

a. The following provisions are the Rules and Procedure for Public Hearings on Legislation and Certain Appeals¹ (Section 18 and 19 of the Order of Business).

i. The City Clerk shall read the title of the item set for public hearing.

ii. An appropriate staff member may be called upon to present background information.

iii. The Presiding Officer shall ask if there is anyone in the audience who wishes to speak for or against the issue. The City Clerk may organize public speakers pursuant to reasonable and inclusive policies.

iv. The Presiding Officer may set time limits and conditions for speakers before the public hearing begins and shall not change those conditions during the public hearing.

v. Members of the Governing Body may address questions to public speakers.

vi. Members of the public may pose hypothetical questions or use questions to make a point, but the Presiding Officer shall not request or entertain answers from staff or from members of the Governing Body.

vii. If a motion is made to reschedule an item that has been advertised as a public hearing before all members of the public who are present at that meeting have been allowed to speak, the continuation of that item shall continue as a public hearing. If a motion is made to reschedule an item that has been advertised as a public hearing after the public hearing is closed, the motion shall indicate whether further public comment will be accepted at the continuation of that item. If no further public comment will be accepted, that decision shall be noted on any future agenda.

b. **Special Rules for Quasi-Judicial Proceedings:** Any member of the Governing Body who has received communications outside a quasi-judicial proceeding concerning the merits or substance of the matter being heard in that

¹ Land use appeals are governed by Resolution No. 2011-24 or its substitute

proceeding shall disclose the substance of the communications on the record at the commencement of the proceeding, and the member shall recuse themselves if they cannot be fair and impartial in hearing the matter.

c. All comments by Governing Body members shall be made through the Presiding Officer.

4. **Public Participation in Public Hearings**

Revised and expanded

a. Instructions for participating in public hearings shall be posted on each Governing Body agenda.

b. Oral comment: Each person wishing to address the Governing Body shall be recognized by the Presiding Officer and must state their name and council district and/or street of residence for the record before speaking to the issue. Members of the public cannot cede their allocated time to another member of the public, but arrangements can be made with the City Clerk to speak in a specific order in order to coordinate a message to the Governing Body.

c. All remarks shall be addressed through the Presiding Officer to the Governing Body as a whole and not to any individual members.

d. In proceedings requiring sworn or affirmed testimony, such as appeals, the City Clerk shall swear in or affirm all witnesses, including members of the public.

f. Any violation of these rules could result in removal from the public hearing, at the discretion of the Presiding Officer

VI. **Rules of Debate**

A. **Governing Body Rules for Speaking**

Revised and expanded

1. Members of the Governing Body shall attempt to balance the right of the public to know positions of the elected officials and their rationale for decisions with the need for balanced discussion and timely adjournment of the Governing Body meeting. In order to realize this balance, members shall endeavor to engage in the following behaviors:

a. Articulate questions, opinions, comments, and reasons for votes succinctly;

b. Exercise self-discipline by avoiding repeating the statements of others, being verbose in expressing opinions, or straying off the topic;

- c. Allow the Presiding Officer to manage the meeting and to recognize them before speaking;
- d. Support the Presiding Officer in enforcing these rules;
- e. Permit other members an opportunity to speak once on an issue before speaking a second time on the same issue;
- f. avoid personal attacks;
- g. Use “I” statements and avoid stating, or attempting to state, the sentiments or motives of others, including, but not limited to, any staff member, any other Governing Body member, or the Governing Body as a whole; and
- h. Consider council goals, staff time, and resource availability when making requests for a delay or additional information.

2. Assigning the Floor by the Presiding Officer: A Council member who wishes to speak or debate shall address the Presiding Officer. After being recognized by name and assigned the floor by the Presiding Officer, the Council member may present their issue and confine their comments to that issue.

3. Order of speakers: The Presiding Officer generally recognizes council members in the order in which they request the floor, except that the member who made the motion is entitled to be recognized first. Only one person may have the floor at a time.

4. Interruption of a speaker: While a person is speaking, no one shall interrupt the speaker except:

- i. For a *Point of Order* whereby another Governing Body member thinks these Rules are being violated.

- ii. For a *Request or Inquiry* to obtain information that requires an immediate response.

- iii. To *Raise a Question of Privilege* that permits a request or main motion relating to the rights and privileges of the Governing Body or any of its members to be brought up for possible immediate consideration because of its urgency. After an interruption, the previously recognized speaker may continue. For a detailed explanation of this section, see *Robert's Rules of Order*, §42 (Rules Governing Assignment of the Floor).

5. A member may speak more than once to the same motion only when all councilors desiring to speak have been heard, except to answer questions.

6. The Presiding Officer may, in their sole discretion, temporarily suspend the rules of speaking in order to permit a direct dialogue between council members with respect to an issue or motion.

B. Recusal From the Meeting

Broken out from existing Section and expanded

A Governing Body member shall recuse themselves from any matter when there is an actual conflict and may recuse if there is the risk of a perceived inability to be objective before the matter is heard. Any Governing Body member with a conflict shall disclose the existence of a conflict prior to the Governing Body's consideration of the item. Any member who has recused themselves shall leave the room where the meeting is being held until the vote is taken and recorded by the City Clerk.

C. The Main Motion and Debate

Broken out from existing Section and expanded

1. The City Clerk shall read the title of the item set for discussion.

a. *Main motion on Agenda Items.* A main motion must be on the floor before debate can take place and only one main motion may be on the floor at a time. If a motion is long or complicated, a Governing Body member may request that it be in writing. A Council member may give brief explanatory comments before stating the motion, but must argue and debate the motion only after it has been seconded.

- i. Approve. The motion to approve is to approve the legislation as it has been most recently amended in committee.
- ii. Deny.

b. *Subsidiary Motions on Agenda Items.* The following are common subsidiary motions that may be made after a main motion is on the table:

- i. Amend
- ii. Postpone to a date certain
- iii. Postpone indefinitely
- iv. Refer to a City Council Committee
- v. Lay on the Table

c. *Second for a motion:* All motions require a second to indicate that more than one Council member is interested in discussing the issue, except that the motion to Lay on the Table is non-debatable. The seconder does not, however, have to favor the motion and may speak and vote against it. If there is no second, the motion dies.

d. *Debate:* The Presiding Officer shall restate the motion on the floor and call for general discussion.

i. When debate is closed by common consent or by a vote, the Presiding Officer shall restate the question and request a roll call or voice vote. A Council member may move to close debate only when all members of the Governing Body have had an opportunity to speak to the pending motion.

ii. After confirmation of the vote by the City Clerk, the City Clerk shall declare the result of the vote.

d. Governing Body members should keep the following in mind when debating items:

i. *Advance Notice.* Council members should give advance notice to the Presiding Officer and the City Clerk whenever substantial discussion is anticipated to an agenda item, so that an appropriate staff response can be prepared.

ii. *Presiding Officer May Intervene.* The Presiding Officer may intervene in council debate in order to solicit a motion when debate seems to be proceeding longer than warranted or when more information or staff work appears warranted to facilitate a council decision.

iii. *No Intentional Surprises.* Council members will make every effort not to surprise each other and staff by bringing up new information at a meeting; they shall give notice to the Presiding Officer and City Clerk of their intention to bring up new information as soon as practical before the meeting.

D. Voting

Broken out from existing Section
and expanded

1. A member of the Governing Body must vote "yes," "no," or "abstain," except in the case of a conflict of interest as defined in SFCC 1987, Section 1-7, in which case the member shall recuse themselves.

2. The roll is called in alphabetical order with the following special provision. On the first roll call vote of the session, the City Clerk shall begin with the first name on the list; on the second vote, the Clerk shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Presiding Officer shall in all instances vote last.

3. *Explanation of Vote:* Any member of the Governing Body may make a brief statement after the conclusion of the vote to explain their vote, not to exceed one minute. The member must state they wish to explain their vote at the time of their vote.

4. *Delayed Vote:* A Council Member may pass their turn to vote, in which case the Council Member's name will be called again in rotation and then they must vote "yes," "no," or "abstain."

5. *Quorum Required:* Unless a higher number is required by state or city law, an action of the Governing Body requires a simple majority vote.

6. *Tie Vote:* In cases of a tie vote, the motion fails.

7. *Proxy Vote:* There shall be no proxy or absentee voting. Further, it is improper for any Governing Body member to state, or attempt to state, the sentiments of any absent Governing Body member.

8. *Abstention:*

a. If one or more Governing Body members abstain, then the abstentions shall be counted as "no" votes if the action being voted on is passage of an ordinance or resolution. If counting the abstention as a "no" vote results in a tie, then the motion fails.

b. If one or more Governing Body members abstain, and the action being voted on is other than the passage of an ordinance or resolution, then abstentions shall be counted as acquiescence with the majority. If there is no majority because the vote is tied before the abstentions are taken into account, then the abstentions shall not be counted at all and the motion fails.

c. A recusal or disqualification for conflict of interest purposes shall not be counted as a "yes" or "no" vote.

VII. Suspension and Amendment of These Rules

Lightly revised

These rules may be temporarily suspended for a single meeting or matter at any time by a two-thirds (2/3) majority vote of the whole number of members of the Governing Body. Amendments to these rules shall be made by resolution.

VIII. Robert's Rules of Order

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Robert's Rules of Order*.

IX. History

Adopted by Resolution No. 2004-55 on July 28, 2004; and
Amended by Resolution No. 2006-43 on April 12, 2006; and
Amended by Resolution No. 2006-95 on August 9, 2006.
Re-adopted by Resolution No. 2008-103
Amended by Resolution No. 2009-21 (Salute to New Mexico Flag)
Amended by Resolution No. 2012-27 (Agenda Items)
Re-adopted by Resolution No. 2016-64 on August 10, 2016
New Version Adopted by Resolution No. 2021-__ on _____, 2021

CURRENT GOVERNING BODY PROCEDURAL RULES

GOVERNING BODY PROCEDURAL RULES

OBJECTIVES:

These procedural rules (“Rules”) are intended for use by the Governing Body of the City of Santa Fe (“Governing Body” or “council”) to: expedite business; maintain order; ensure justice and equality for all; guide the actions of the Governing Body in the general conduct of business; and serve as a reference in settling parliamentary disputes.

I. THE GOVERNING BODY

The members of the Governing Body, exclusive of the Mayor, shall be known and designated as Councilors. The Mayor and the Council together are the Governing Body of the city. (§2-1.1 *SFCC 1987*)

A. The Mayor

1. The Mayor of Santa Fe is the presiding officer (Presiding Officer (or Chair).
2. The Mayor, or in the Mayor's absence, the Mayor Pro-tem, shall preside at all meetings of the Governing Body. In the absence of both the Mayor and Mayor Pro-tem, the Mayor shall designate a Presiding Officer.
3. The Chair is responsible for conducting meetings in an orderly, democratic fashion. The Chair must assure that the majority prevails; that minority rights are protected; and that courtesy, fairness, justice and impartiality are guaranteed to all present.
4. The Chair has discretionary powers to alter the order of business in the interest of fairness, courtesy or an emergency and must receive general consensus from the Governing Body.
5. The Mayor has a vote on all matters that come before the Governing Body. (Municipal Charter of the City of Santa Fe, Article V., §5.01.B.)

B. The Council and the Governing Body

1. Members of the Governing Body shall observe order, civility and decorum at all times and neither delay nor interrupt the proceedings of a meeting or the Presiding Officer.
2. Members of the Council shall address all questions to and through the Chair, only after recognition by the Chair.
3. Members of the Governing Body shall introduce resolutions or bills

at any regular meeting of the Governing Body; however no action shall be taken on any such resolution or bill unless and until it has gone through the committee process and been recommended for approval by one or more city committees or constitutes a matter of necessity or an emergency in accordance with these Rules. For the purpose of these Rules a “city committee” is a standing committee with a membership comprised only of Councilors.

4. No resolution or bill shall be introduced that is not drafted and in sufficient form to be posted on the City’s website by noon of the Friday immediately following its introduction. For resolutions, “sufficient form” shall consist of a title, a “Whereas” section, and a listing of what is being resolved. For bills, “sufficient form” shall consist of the exact wording that is being proposed and the location in the code where it is to be placed.

II. PUBLIC DECORUM

- A. The Governing Body should and shall set an example for the conduct of the public’s business, showing respect for the Governing Body, as an institution, and to its individual members, City staff and to all appearing before it. While the governing body is in session, civility and public decorum shall be observed at all times. The Chair has a duty to maintain civility and decorum. The Chair may call any person to order if they are making personal, intemperate or slanderous remarks by reminding them that such comments are out of order. The Chair may prohibit any person who is acting improperly from continuing to speak.
- B. The Chief of Police, or his or her designee, shall serve as Sergeant-at-Arms.

III. REGULAR AND SPECIAL COUNCIL MEETINGS

Regular meetings of the Governing Body are comprised of two sessions each and are held at City Hall in the Council Chambers on the second and last Wednesday of each month or as otherwise determined by vote of the Governing Body. The afternoon session begins at 5:00 p.m. The evening session begins at 7:00 p.m. or immediately after the end of the afternoon session, whichever is later, and shall be adjourned not later than 11:59 p.m. Agenda items not considered prior to 11:30 p.m. shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement. A majority of the whole number of members elected to the Governing Body may choose to suspend this rule pursuant to Section X. below.

Special meetings of the Governing Body may be called pursuant to Section 2-1.12 of the *Santa Fe City Code*.

IV. MEETING AGENDA

- A. Agenda preparation: The City Manager or his or her designee, through the City Clerk, shall prepare an agenda for all meetings of the Governing Body.
- (1) The agenda shall include items that require Governing Body action, presentations and informational items. On action items, the City Manager shall provide all facts necessary for proper study and decision-making by the Governing Body. When appropriate, the City Manager, working with staff, shall give his or her recommendation for action on issues under consideration. Additionally, the City Manager may place on an agenda any matter so requested by a majority vote of all members of the Board of County Commissioners of Santa Fe County or a majority vote of all members of any city committee.
 - (2) No item shall be placed on the agenda unless it has gone through the committee review process and been recommended for approval by at least one city committee, unless otherwise approved by a majority vote of the entire Governing Body or in accordance with Rule IV(A)(3) of these Rules.
 - (3) An item may bypass the committee review process and be placed directly on the Governing Body meeting agenda:
 - (a) When uncommon circumstances make it necessary for the Governing Body to consider and/or act on the item within a period of time that is insufficient to permit it to go through the committee review process, but sufficient to meet the notice requirements of the Open Meetings Act; or
 - (b) In case of emergency, when unforeseen circumstances that, if not addressed immediately by the Governing Body, notwithstanding the inability to give sufficient notice pursuant to the Open Meetings Act, will likely result in injury or damage to persons or property or substantial financial loss to the city.
(Open Meetings Act, NMSA 1978 §10-15-1.F.)
- B. Items of a routine nature without fiscal impact; and those items recommended for approval by one or more committees, which have been before sufficient committees to ensure that each Councilor has had an opportunity to consider the matter before it comes before the Governing Body for action may be placed on a consent calendar by the City Manager or Presiding Officer on a Governing Body meeting agenda as a consent calendar matter. Such matters shall be called Consent Agenda Matters.
- C. The purpose of a consent calendar section of the agenda is to expedite approval by the Governing Body of Consent Agenda Matters with one motion as the need for lengthy discussion is not required due to both prior action and routine nature. All

other items requiring action by the Governing Body will be placed in the appropriate portion of the agenda.

D. The following items requiring action by the Governing Body, having met the substantive or procedural requirements of a Consent Agenda Matter are considered appropriate consent calendar items:

1. Budget transfers and increases.
2. Approval of agreements, bid awards, change orders and amendments to agreements when required by the City Purchasing Manual.
3. Approval of applications and agreements for federal and state grants.
4. Routine grants of licenses or other non-possessory interests in real property.
5. Routine Memorandum of Understandings or other cooperative agreements.
6. Job reclassifications.
7. Collective bargaining agreements.
8. Setting of public hearing dates for proposed ordinances.
9. Setting of public hearing dates for quasi-judicial hearings.

E. Items requiring action by the Governing Body which are not considered appropriate for the consent calendar include:

1. Public hearings and actions on all ordinances.
2. Annual budget approval.
3. User fees for City facilities which have been established by ordinance.
4. Quasi-judicial hearings.
5. Personnel issues not related to specific employees, such as the creation of new employment positions, or personnel rules.
6. Procedural rules of the Governing Body.
7. Board, committee and agency appointments.

9. Any other item that a majority of the Governing Body wishes to have heard at a public hearing.
- F. Items on the consent calendar shall be moved from the consent agenda to the regular agenda for further discussion and action upon the request of any member of the Governing Body. Each Governing Body member shall diligently review the consent calendar items and their packet within 48 hours of receipt thereof. No Consent Agenda Matter should be moved to the regular agenda to make inquiries that do not relate to the particular matter. Members of the Governing Body are encouraged to seek information directly from City staff in lieu of moving matters from the consent calendar to the regular agenda and to be considerate of the best use of, and respect for, the time of the public, and of the Governing Body while it is in session.
- G. Schedule for inclusion of items on agenda: All matters for a given agenda shall be filed with the City Clerk no later than noon eight (8) calendar days prior to the Council meeting. All agenda items shall include sufficient background materials for the public to review and for the Governing Body to take action. If a majority of the Governing Body does not think they have been given sufficient information to take action, they may postpone an item to a future meeting. Copies of the complete agenda packet shall be delivered to the Governing Body for study and review the Friday immediately prior to Council Meeting. New agenda items not filed by the deadline shall not be considered until a subsequent Council meeting except in the case of emergency.
- H. Receipt of Agenda Packets: All agenda packets delivered to the Governing Body prior to a Council meeting shall be deemed to have been received and read, unless a member indicates to the contrary prior to the commencement of a council meeting. In such cases, the Chair shall, at his or her discretion, determine an appropriate course of action.
- I. Exception: A majority of the whole number of the Governing Body may vote to consider emergency matters not on the agenda consistent with Section A.(3)(b) of this Article IV above or otherwise with New Mexico Open Meetings Act requirements.

V. **ORDER OF BUSINESS**

A. **Afternoon Session:**

1. Call to order: The Chair shall call the meeting to order promptly at the appointed hour.
2. Pledge of allegiance.

3. Salute to the New Mexico flag.
4. Invocation.
5. Roll Call: The City Clerk shall call the roll of the Governing Body and record the names of those present and absent for inclusion in the minutes of the meeting. A quorum must be present in order to conduct business.
6. Approval of agenda: The City Manager, the Mayor or a Council member may request additions to the agenda in accordance with these Rules, deletions, alterations in the order of items and requests for postponement of items on the agenda. Emergency additions must be approved by a majority of the whole number of the Governing Body before the agenda is approved.
7. Approval of consent calendar: Items on the "consent calendar" may be passed by a single motion without discussion. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by roll call vote. Any member of the Governing Body may request that any item be removed from the consent calendar for discussion or debate and any such request shall be granted automatically. In the minutes, each item passed by adoption of the consent calendar shall be entered as a separate action of the Governing Body.
8. Approval of minutes.
9. Presentations and information to the Governing Body.
10. Consent Calendar (items that were removed from consent calendar).
11. Committee reports: Municipal Officers, Department Heads, Boards and Commissions shall present items that require ratification or debate and action by the Governing Body.
12. Items that have not been introduced through a Committee which do not fall under any other agenda items.
13. Matters from the City Manager.
14. Matters from the City Attorney.
 - a. Executive Session. Pursuant to §10-15-1 (H) NMSA 1978, an executive session may be called for any matters permitted under law to be discussed in executive session. The Mayor, after conference with the City Manager and the City Attorney, or any three members of the Governing Body, after conference with the City Manager and the City Attorney, may direct the City Manager and the City Clerk to

place an appropriate item for executive session on the agenda. Any member of the Governing Body may move at any time to discuss the item on the table in immediate executive session if it is their opinion that the matter is appropriate for executive session. Any matter subject to the attorney-client privilege or any other existing privilege shall only be discussed in executive session and shall not be made public unless a majority of the whole number of members of the Governing Body, in an open meeting, votes to waive the privilege.

- b. The motion to go into an executive session shall be voted on by roll call with a majority of the Governing Body present.
- c. The executive session may be held at the discretion of the Governing Body, at any time during the Council meeting before adjournment of the evening session. No votes shall be taken in executive session.
- d. Upon completion of discussions in an executive session, the Governing Body shall move, second and approve the reconvening of the public meeting.
- e. If a member of the Governing Body wishes to waive a privilege, that member shall immediately move that the privilege be waived and the contents of the discussion in executive session be disclosed. No disclosure of Executive Session matters may be made unless and until the Governing Body has approved by vote the disclosure of the information. The privilege of executive session is that of the Governing Body, not its individual members of the Governing Body. Any member of the Governing Body who violates this provision shall be subject to censure and other penalties in accordance with law.
- f. In the alternative a member of the Governing Body shall state for the record that the discussions in executive session were limited to the matters listed upon the agenda. The clerk shall make available to the public, upon request, a list of executive session attendees as approved by the Governing Body.
- g. If any final action is to be taken regarding matters discussed in executive session, direction to take such action shall be made in the form of a motion instructing the City Manager or City Attorney to take action consistent with the discussion held during the executive session. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by a roll call vote. For the purposes of this rule in the context of matter subject to the attorney-client privilege, "final action" means only an action that will directly conclude pending litigation, by settlement or

otherwise. Within an executive session, the City Attorney may seek consensus or direction from the Governing Body on any matter subject to the attorney-client privilege, and such consensus or direction shall not constitute final action.

- h. Any vote taken on an item discussed in executive session shall be reasonably specific as to the particulars of what is being voted upon.
- i. Any action constituting final action shall be executed by the appropriate signatories after the Governing Body votes upon the motion and the document or documents reflecting the final action taken shall become public records immediately thereafter, unless a court of competent jurisdiction has issued a contrary order or unless revelation of the final action would constitute a violation of law.

15. Matters from the City Clerk.

16. Communications from the Governing Body.

17. Recess.

B. Evening Session:

- 1. Call to order.
- 2. Pledge of allegiance.
- 3. Salute to the New Mexico flag.
- 4. Invocation.
- 5. Roll call.
- 6. Petitions from the floor (7:00 p.m. to 7:30 p.m.).
- 7. Appointments.
- 8. Public hearings.
- 9. Adjournment.

VI. RULES FOR SPEAKERS

- A. Recognition by the Chair: A Council member who wishes to speak shall address the Chair and, after being recognized by name, present his or her issue and confine comments to that issue.

- B. Order of speakers: Only one person at a time may have permission to speak.
- C. All requests to speak and debate shall be addressed to and through the Chair.
- D. Interruption of a speaker: While a person is speaking, no one shall interrupt the speaker except:
 - 1. For a *Point of Order* whereby another Council member thinks these Rules are being violated.
 - 2. For a *request or inquiry* to obtain information that requires an immediate response.
 - 3. To *Raise a Question of Privilege* that permits a request or main motion relating to the rights and privileges of the Governing Body or any of its members to be brought up for possible immediate consideration because of its urgency.

After a legitimate interruption, the recognized speaker may continue. For a detailed explanation of this section, see *Robert's Rules of Order*, §41.

- E. Permission to speak more than once to the same motion: A member may speak more than once to the same motion only when all Council members desiring to speak have been heard, except to answer questions.
- F. Petitions from the Floor shall generally be heard between 7:00 p.m. and 7:30 p.m., or as soon thereafter as can be reasonably achieved. A time limitation of three (3) minutes shall be allotted to each speaker; however, the Presiding Officer shall have the right to place such other limitations upon speakers as may be reasonably necessary to conclude Petitions from the Floor within the allocated time and proceed with other remaining business before the Governing Body.
- G. The parties appearing before the Governing Body on any adjudicatory or quasi-adjudicatory matter shall have reasonable opportunity to present their position to the Governing Body.

VII. MAIN MOTION AND RULES OF DEBATE

- A. Main motion: A main motion must be on the floor before debate can take place and only one main motion may be on the floor at a time. The form for a main motion is "I move that . . ." If a motion is long or complicated, a Council member may request that it be in writing. A Council member may give brief explanatory comments before stating the motion, but must argue and debate the motion only after it has been seconded. The movant may speak first on the motion.

- B. Second for a motion: All main motions require a second to indicate that more than one Council member is interested in discussing the issue. The seconder does not, however, have to favor the motion and may both speak and vote against it. If there is no second, the motion dies.
- C. Debate: The Chair shall restate the motion on the floor and call for general discussion. Roberts Rules of Order shall apply for amendments, postponement, tabling, ending debate, reconsideration, recession and related matters on a motion.
- D. Closing debate: When debate appears to have closed, the Chair shall ask the Council members if they are ready for the question. A Council member may move to close debate only when all members of the Governing Body have had an opportunity to speak to the pending motion. ("I move the previous question." or "I call the question.") The motion to close debate is not debatable and requires a two-thirds (2/3) vote of those present and voting.

VIII. PUBLIC HEARING PROCEDURES

A. Rules and procedure

1. The Chair shall read the title and/or description of the item set for public hearing.
2. An appropriate staff member shall be called upon to present background information.
3. The Chair shall ask if there is anyone in the audience who cares to speak for or against the issue.
4. The Chair may set time limits and conditions for speakers before the public hearing begins and may not change those conditions during the public hearing.
5. Members of the Governing Body may address questions to public speakers.
6. During the public hearing, members of the Governing Body may ask questions of the staff for clarification purposes on the matter before the Governing Body.
7. If a motion is made to reschedule an item that has been advertised as a public hearing before all members of the public who are present at that meeting have been allowed to speak, the continuation of that item shall be a public hearing. If a motion is made to reschedule an item that has been advertised as a public hearing after the public hearing is closed, the motion shall indicate whether further public comment will be accepted at the continuation of that item. If no further public comment will be accepted,

that decision shall be noted on any future agenda. If new information is submitted after the public hearing is closed, the Governing Body may accept public comment on that new information. The decision not to hear [nø] further public comment may be overturned by a majority vote of the Governing Body, but if it is overturned, sufficient notice shall be given to the public that public comment will now be accepted.

B. Participation in public hearings:

1. Written communications: Interested parties or their representative may address the Governing Body in writing and read or summarize their ideas at the public hearing.
2. Oral comment: Each person wishing to address the Governing Body shall be recognized by the Chair and state his or her name and address for the record before speaking to the issue. If the speaker is a representative, he or she shall also identify the person or persons being represented. The Clerk shall first swear or affirm all persons wishing to speak in those proceedings requiring sworn or affirmed testimony.
3. All remarks shall be addressed to the Governing Body as a whole and not to any individual members.
4. All comments by Council members_or the public shall be addressed through the Chair.

C. Council debate:

1. When all public speakers have been heard, the Chair shall request an appropriate motion from the Council. After the motion is seconded and restated, discussion and debate among Council members_may follow. Questions may be addressed to appropriate staff.
2. Amendments to the main motion may be proposed and voted on.
3. When debate is closed by common consent or by a vote, the Chair shall restate the question and request a roll call or voice vote.
4. After confirmation of the vote by the City Clerk, the Chair shall declare the result of the vote.

D. Special Rules for Quasi-Judicial Proceedings: Any member of the Governing Body who has received communications outside a quasi-judicial proceeding concerning the merits or substance of the matter being heard in that proceeding, shall disclose the substance of the communications on the record at the commencement of

the proceeding, and the member shall recuse himself or herself if he or she cannot be fair and impartial in hearing the matter.

IX. VOTING

A. Types of Vote

1. A member of the Governing Body must vote "yes," "no" or "abstain," except in the case of a conflict of interest as defined in the Santa Fe City Code, in which case the member may recuse himself or herself or be disqualified from voting on the issue. Any conflict must be disclosed prior to consideration of the item and any member who has recused himself or herself has been otherwise disqualified from voting on the issue shall leave the room where the meeting is being held until the vote is taken and recorded by the City Clerk.
2. The roll is called in alphabetical order with the following special provision. On the first roll call vote of the session, the City Clerk shall begin with the first name on the list; on the second vote, the Clerk shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Mayor shall in all instances vote last.

B. Explanation of Vote: Any member of the Governing Body may make a brief statement to explain his or her vote, not to exceed one minute.

C. Delayed Vote: A Council Member may pass his or her turn to vote, in which case the Council Member's name will be called again in rotation and then he or she must vote "yes", "no" or "abstain."

D. Voting Procedures: Unless otherwise specified by state law or city ordinance, given a quorum, an action of the governing body requires a vote of the majority of the members present.

E. Tie Vote: In cases of a tie vote, the motion fails.

F. Proxy Vote: There shall be no proxy or absentee voting. Further, it shall be improper for any Governing Body member to state, or attempt to state, the sentiments of any absent Governing Body member.

G. Policy on Abstention:

1. If one or more Governing Body members abstain, then the abstentions (except for recusals or disqualifications due to conflicts of interest) shall be counted as "no" votes if the action being voted on is passage of an ordinance or resolution. If counting the abstention as a "no" vote results in a tie, then the motion fails.

2. If one or more Governing Body members abstain, and the action being voted on is other than the passage of an ordinance or resolution, then abstentions (except for recusals or disqualifications due to conflict of interest) shall be counted as acquiescence with the majority. If there is no majority because the vote is tied before the abstentions are taken into account, then the abstentions shall not be counted at all and the motion fails.
3. A recusal or disqualification for conflict of interest purposes shall not be counted as a "yes" or "no" vote.

X. SUSPENSION AND AMENDMENT OF THESE RULES

These rules may be temporarily suspended for a single meeting or matter at any time by a majority vote of the whole number of members of the Governing Body. Amendment of these rules shall be made by resolution.

XI. ROBERT'S RULES OF ORDER

Except as otherwise provided herein, all matters of procedures are governed by the most current edition of *Robert's Rules of Order*.

History: Adopted by Resolution No. 2004-55 on July 28, 2004; and
 Amended by Resolution No. 2006-43 on April 12, 2006; and
 Amended by Resolution No. 2006-95 on August 9, 2006.
 Re-adopted by Resolution No. 2008-103
 Amended by Resolution No. 2009-21 (Salute to New Mexico Flag)
 Amended by Resolution No. 2012-27 (Agenda Items)
 Re-adopted by Resolution No. 2016-64 on August 10, 2016

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Adoption of New Governing Body Procedural Rules

Sponsor(s): Councilors Abeyta, Romero-Wirth, and Cassutt

Reviewing Department(s): Legislative Services

Staff Completing FIR: Jesse Guillen Date: 11/24/21 Phone: 955-6518

Reviewed by City Attorney: *Eric McCreary* Date: Nov 27, 2021

Reviewed by Finance Director: *Mary McCoy* Date: Nov 29, 2021

Summary:

The proposed Resolution adopts new Governing Body Procedural Rules that address vagueness, increases public input, and addresses gaps in the existing rules. To accomplish this, several new sections were created while others were revised, moved, and otherwise rearranged to provide a more understandable document.

Departments Affected:

All – primarily the City Clerk’s Office and the City Attorney’s Office.

Consequences of Not Enacting Legislation:

The Governing Body will continue to operate under the existing Procedural Rules.

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

None identified.

Performance and Administrative Implications:

Staff will need to ensure all relevant City staff are aware of the new procedural rules as they relate to staff’s functions. Specifically, the changes related to introduction of legislation change the timeline for providing legislation to the City Attorney.

Fiscal Implications:

None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt)
 A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbg Guillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee	Review:
Introduced:	11/10/21
Governing Body Study Session:	11/17/21
Finance Committee:	11/29/21
Quality of Life Committee:	12/01/21
Public Works and Utilities Committee:	12/08/21

FINANCE COMMITTEE ACTION:

Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

Amendment to review no later than 2 years after passed

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

01/13/21

**ACTION SHEET
QUALITY OF LIFE MEETING OF 12/01/2021**

ISSUE NO. 6f

CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt) A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbg Guillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review:

Introduced: 11/10/21

Governing Body Study Session: 11/17/21

Finance Committee: 11/29/21

Quality of Life Committee: 12/01/21

Public Works and Utilities Committee: 12/08/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Motion denied

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA			X
COUNCILOR GARICA			X
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL			X
COUNCILOR ROMERO-WIRTH, CHAIR	X		