City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 18, 2022
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.
To attend virtually: Go to Zoom using https://santafenm-gov.zoom.us/j/89642864490?pwd=K0dHbXNzOHkyNGQzNEhnVmp6d1RVdz09
Passcode: 077272
By phone: **929 205 6099 Webinar ID: 896 4286 4490 – Passcode: 077272**

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

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

a. Finance Committee – January 3, 2022

6. **PRESENTATION**

a. FY21 Audit Status Update, Mary McCoy, Finance Director.

b. Internal Audit Presentation- Police Evidence Room, REDW Internal Audit Team

7. **ACTION ITEMS: CONSENT**

a. 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: 01/18/2022
Governing Body:01/26/2022

b. 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: 01/18/2022
Governing Body: 01/26/2022

c. Request for approval of Amendment # 2 to the Professional Services Agreement with Carollo Engineers, Inc. for engineering services during

construction and a term extenstion 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: 01/18/2022
Governing Body: 01/26/2022

d. Request for approval of a Sole Source Contract with the Santa Fe Watershed Associated to provide Watershed Education to te 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
Water Conservation Committee: 12/14/2021
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

e. Request for approval of Wastewater Digester Project Engineering contract with HDR pursuant to NMSA 1978-13-1-150B.6(a)(b). for amendment #6 with an extension of time and funding in the amount of $125,000 plus NMGRT to revise and complete the Digester Project co-generation grid connection design. (Michael Dozier, WWM Division Director, mldozier@santafenm.gov)

1. Request for approval of a BAR (Budget Adjustment Resolution) in the amount of $135,547 from the WWMD Cash Balance.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

f. Request for Approval of Amendment #1 to Valli Information System Inc. for the Monthly Electronic Bill Pay Services to increase the amount by an

additional $84,000 for FY21/22. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

1. Request for approval of a BAR (Budget Amendment Resolution) in the amount of $84,000 from Cash Balances.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

g. Request for the Approval of Amendment #14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no charge to the current not to exceed amount of $4,460,466.74 for fiscal year FY21/22 for security services at City facilities. (Manuel Sanchez, Business Operations Manger, mnsanchez@santafenm.gov; (505) 955-6868)

Committee Review
Finance Committee – January 18, 2022
Quality of Life Committee – January 19, 2022
Governing Body – January 26, 2022

h. CONSIDERATION OF BILL NO. 2022-4. (Councilor Rivera)
An Ordinance Amending Exhibit B of Section 21-7 to Increase Residential and Commercial Rates for Services Provided by the Environmental Services Division. (Shirlene Sitton, Environmental Services Division Director: sesitton@santafenm.gov, 955-2209)

Committee Review:
Introduced: 12/08/21
Public Works and Utilities Committee: 01/10/22
Governing Body (request to publish): 01/12/22
Finance Committee: 01/18/22
Governing Body (public hearing): 02/09/22

i. Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County transferring one million dollars ($1,000,000.00) of County of American Rescue Plan Act (ARPA) funds to the City of Santa Fe for COVID 19 cash assistance relief funds (Kyra Ochoa,

Community Health and Safety Department Director; krochoa@santafenm.gov; 955-6603 and Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenmgov; 955-6678

COMMITTEE REVIEW:
Finance Committee 01/18/2022
Quality of Life Committee 01/19/2022
Governing Body 01/26/2022

j. Request for Approval of Contract in the Amount of $909,479 with YouthWorks for Workforce Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915 and Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)
Committee Review:
Finance Committee: 01/18/2022
Quality of Life Committee: 01/19/2022
Governing Body Meeting: 01/26/2022

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, January 31, 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.

City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 03, 2022
5:00 PM

SPECIAL PROCEDURES FOR FINANCE 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 of more than five (5) people, the Finance Committee meeting will be conducted virtually.

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Agenda: The agenda for the meeting will be posted at santafe.primegov.com/portal/search.

1. **CALL TO ORDER**

Meeting started 5:14 pm

2. **ROLL CALL**

Members Present:
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt
Voting Member Chris Rivera

Members Excused:
None

Others Attending:
Bradley Fluetsch, Cash and Investment Manager
Fran Dunaway, Chief Procurement Officer
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Alexis Lotero, Attendee
Andy Hopkins, Attendee

3. **APPROVAL OF AGENDA**

MOTION: Councilor Villarreal moved, seconded by Voting Member Rivera, to approve the agenda as presented.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Villarreal moved, seconded by Voting Member Rivera, to approve the consent agenda as amended. Items F, I and add Councilor Villarreal as co-sponsor to item H.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Finance Committee – November 29, 2021

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

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: Voting Member Rivera

6. **ACTION ITEMS: CONSENT**

a. 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)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $131,790 from Fund 510 Cash Balance for the purchase of two Residential Collection Vehicles.

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Finance Committee: 01/03/2022
Governing Body: 01/12/2022

MOTION: Voting Member Rivera moved, seconded by Councilor Cassutt, to approve the purchase as presented on consent.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

b. 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, 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

MOTION: Voting Member Rivera moved, seconded by Councilor Cassutt, to approve the contract amendment as presented on consent.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

c. Request for Approval of Library 2020 GO BOND in the Amount of $171,276.71 (Maria Tucker, Library Division Director, 505.955.6678, metucker@santafenm.gov)

1) Request for Approval of Budget Amendment Resolution (BAR) – Budget 2020 GO BOND

Committee Review:
Finance Committee: 01/03/2022
Public Works and Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

MOTION: Voting Member Rivera moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented on consent.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

d. Request Approval of a Construction Services Contract with CES/HELLAS Construction Inc. for On-Call Construction Services in an Amount not to Exceed $2,500,000 Inclusive of New Mexico Gross Receipts Tax (NMGRT). (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502).

Committee Review:
Finance Committee: 01/03/2022
Public Works & Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

MOTION: Voting Member Rivera moved, seconded by Councilor Cassutt, to approve the contract as presented on consent.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

e. Request for the Approval of the Agreement with B&D Industries for the Installation of Soccer Field Lighting at the Municipal Recreation Complex in the Total Amount of $666,342.43 Including New Mexico Gross Receipts Tax. (Melissa A. McDonald, Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502).

1) Request for Approval of Budget Amendment Resolution (BAR) to allocate $500,000 from the Santa Fe County Match Funds per MOU 19-0792 into budget for this project.

Committee Review
Finance Committee: 01/03/2022
Public Works: 01/10/2022
City Council: 01/12/2022

MOTION: Voting Member Rivera moved, seconded by Councilor Cassutt, to approve the contract as presented on consent.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

f. Consideration of Resolution No. 2022-__. (Councilor Lindell and Councilor Cassutt)
A Joint Resolution Recognizing the Existence of Open Items Related to Annexation and Establishing Negotiating Teams to Develop Non-Binding Proposals to Resolve Those Items. (Pat Feghali, Assistant City Attorney: pfeghali@santafenm.gov)

Committee Review:
Introduced: 12/08/21
Finance Committee: 01/03/22
Public Works and Utilities Committee: 01/10/22
Governing Body: 01/12/22

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the resolution as presented om discussion.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

g. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber)
A Resolution Rescinding Resolution No. 2021-3 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements for 2022. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Introduced: 12/08/21
Finance Committee: 01/03/22
Public Works and Utilities Committee: 01/10/22
Governing Body: 01/12/22

MOTION: Voting Member Rivera moved, seconded by Councilor Cassutt, to approve the resolution as presented on consent.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

h. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera)
A Resolution Supporting the Application and Response to the Request for Proposals Issued by the North Central New Mexico Economic Development District, Non-Metro New Mexico Area Agency on Aging for Continuation of Services for the Senior Citizens of the City of Santa Fe. (Anya Alarid, Project Administrator: aalarid@santafenm.gov, 955-4744)

Committee Review:
Introduced: 12/08/21

Finance Committee: 01/03/22
Governing Body: 01/12/22

Councilor Villarreal request she be added as a co-sponsor.

MOTION: Voting Member Rivera moved, seconded by Councilor Cassutt, to approve the resolution as presented.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

i. CONSIDERATION OF BILL NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt)
An Ordinance Amending Section 2-1.13 SFCC 1987 to Establish that the Mayor Pro Tempore Shall Serve on One City Council Standing Committee, Which Shall be the Finance Committee. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 12/08/21
Finance Committee: 01/03/22
Public Works and Utilities Committee: 01/10/22
Governing Body (request to publish): 01/12/22
Quality of Life Committee: 01/17/22
Governing Body (public hearing): 02/09/22

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the bill as presented.

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

For: Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Voting Member Rivera

Against: None

Abstain: None

Councilor Villarreal requested language changes.

7. **MATTERS FROM STAFF**

8. **MATTERS FROM THE COMMITTEE**

9. **MATTERS FROM THE CHAIR**

10. **NEXT MEETING: January 18 2022**

Meeting adjourned 6:53 pm.

11. **ADJOURN**

_____ _____

Liaison Chair

City of Santa Fe
FINANCIAL AUDIT UPDATE

January 18, 2022

Agenda

- Introductions
- Action Plan Update
  - Finance Department Staffing Update
  - Audit Coordinator
  - Audit Assessment
  - City Audit Team
  - Audit Preparation Contractors
- FY21 Audit - Status Update

FY21 and FY22 Audit – Action Plan

1. Continue to fill critical positions in the Finance Department (40% Vacancy Rate) and across all City departments (20% Vacancy Rate) to build capacity to manage financial functions citywide.
2. Contract with an Audit Coordinator who will be responsible for coordinating onsite with City staff across all departments and audit preparation contractors.
3. Conduct an independent review to assess the systems, processes and structures involved in the City's close process and annual audit preparation process and implement recommendations for the improvements identified in the assessment.
4. Form a special, focused audit team for both the FY21 and FY22 audits including the Audit Coordinator, Finance Department staff and staff from the following departments: Public Works, Public Utilities, Community Health and Safety, Community Development, and the contractors.
5. Work with accounting firms to assist with expediting the year-end closing for FY21.

FY21 and FY22 Audit – Action Plan

Continue to fill critical positions in the Finance Department (40% Vacancy Rate) and across all City departments (20% Vacancy Rate) to build capacity to manage financial functions citywide.

Hiring Update

Recently hired for the following positions: Chief Accounting Officer, Accounting Manager, Accounting Supervisor, Accounting Financial Analyst, Senior Procurement Analyst and Procurement Manager

	Average Vacancy Rate including Unfunded Positions	Total Number of Separations	Average Turnover/ Attrition Rate
FY2021	33%	2	3%
FY2022 (July- Dec 2021)	42%	1	3%

FY21 and FY22 Audit – Action Plan

Ricky Bejarano, Accounting Officer- Intro and Bio

- Ricky is a Certified Public Accountant (CPA) licensed in the State of New Mexico.
- Over 43 years of experience in the areas of financial accounting, governmental accounting, tax accounting, financial auditing & state tax auditing; approximately 31 of those years have been in a management and/or administrative capacity.
- Most recently served as the Vice President of Finance & Administration at Northern New Mexico College, a position he held from June 2017 until January 2022.
- Served as an adjunct instructor at the Santa Fe Community College for 9 years where he taught at least one class per semester in the areas of governmental accounting, financial accounting & finance courses.
- Ricky is one of only a handful of CPAs throughout New Mexico that have held financial management positions within major state agencies, the Office of the State Auditor, colleges and top-tier public accounting firms.
- In 2018, he was awarded the *Outstanding Member in Government Award* by the New Mexico Society of CPAs.

FY21 and FY22 Audit – Action Plan

- Contract with an Audit Coordinator who will be responsible for coordinating onsite with City staff across all departments and audit preparation contractors.

- The Contractor is providing technical, business and project management expertise:

  - Manage and coordinate the daily FY21 audit preparation process and FY22 close process by coordinating with City Department Staff and Audit Preparation Contractors.

  - Ensure the completion of the FY21 Trial Balance by March 31st, 2022 to the external Auditors.

FY21 and FY22 Audit – Action Plan

Stephanie Woodruff- Introductions and Bio

- Miss Woodruff has 35 years of private & public sector experience, from start-ups to publicly traded companies, and the Big 4. A national expert in the Governance Risk & Compliance (GRC) market, Miss Woodruff has advised several hedge fund and venture capital clients on Wall Street. A results-oriented strategic and visionary leader, Miss Woodruff also served as a Corporate Counsel Member to The White House Project, a non-profit organization which worked to increase female representation in American institutions, business, and government.
- City of Santa Fe – Chair, Audit Committee (2019-2021)
- City of Minneapolis – Mayor's Appointee, Vice Chair Audit Committee and Founding Member (2009-2013)
- City of Minneapolis – Mayoral Candidate 2013, DFL Party and Independence Party Endorsed
- AverQ, Inc. – Chief Revenue Officer and Owner – Silicon Valley Risk Management app for banks/financial services
- Deloitte LLP – Senior Manager, Enterprise Risk Services
- Resources Global Inc.– Managing Director, Enterprise Risk Services
- Cargill, Inc. – Worldwide Audit Director: Asia Pacific, North America, and Worldwide Fraud & Forensics Director

FY21 and FY22 Audit – Action Plan

Conduct an independent review for all components of the City's Close and Annual Audit Preparation Process. The required assessment activities are related to the City's compliance with regulations and requirements for the close process and annual audit preparation process.

- The systems, processes, and structure involved in the City's close process and annual audit preparation process.
  - Review the various software applications for strengths and weaknesses contributing to the close process and annual audit prep process.
  - The City's overall management of financial functions complying with close process and annual audit prep process in each Department.
  - Job descriptions for key City Staff (Department Directors, Department financial staff, etc.) to review roles and responsibilities related to the close process and annual audit prep process.
- Strengths and weaknesses related to the close process and annual audit prep process in each Department.
- Make recommendations for a "Framework For Success" (by June 2022) to address any weaknesses identified. The Framework shall include, but not limited to:
  - System Changes
  - Process Changes
  - Structure Changes

FY21 and FY22 Audit – Action Plan

Proceeding unified whole-of-government effort that prioritizes both accuracy and timeliness.

Form a special, focused audit team for both the FY21 and FY22 audits including the Audit Coordinator, Finance Department staff and staff from the following departments:

Public Utilities

Public Works

Community Health and Safety

Community Development

Community Engagement

General Government

Human Resources

Information Technology

FY21 Audit – Status Update, Completed Items

Organizational & Administrative Tasks

- RFP issued for audit preparation services
- Contracts signed for audit preparation services with four accounting firms
- Contract signed with CLA to perform FY21 audit
- Hire Finance Department Staff

Preliminary Accounting Tasks

- Obtained trial balance from the City's accounting system (MUNIS) for the year-ended June 30, 2021
- Agree account beginning balances to prior year 2020 audited financial statements
- Perform a trial balance assessment to assign accounts, due dates and persons responsible

FY21 Audit – Status Update

Reconciliations of 5,000 accounts and 70 Funds in City Departments underway

Cash

- Seven of seven of the City's cash and cash equivalents reconciliations have been started
- Restricted cash reconciliations have been performed by the City Staff

Debt

- Confirmations have been initiated
- Approximately 30 debt accounts between both governmental and business-type activities are underway

Investments

- Finance Department staff finalized preliminary reconciliations if investment bank accounts ($350M in assets)

Other

- As of January 2021 Finance Department finalized workman's comp and general liability claims payable reports are finalized
- As of January 2021 Buckman Direct Diversion submitted Mar- June 2021 Billing to Public Utilities Department

FY21 Audit – Status Update

Reconciliations of 5,000 accounts and 70 Funds in City Departments underway

Accounts Receivable

- Reconciliations completed for major revenue sources including Gross Receipts Taxes, Property Tax, MVD, Combined Fuel Tax, Franchise Fee (Gas, Electricity, Cable), Lodgers Tax
- As of January 2022 Public Utilities Department submitted preliminary reconciliations for major funds including Environmental Services, Waste Water, Water, Stormwater, and Utility Billing

Accounts Payable

- Search for unrecorded liabilities for the year ended 2021 in progress
  - 76 transactions tested / $2M

Capital Assets

- Preliminary schedules prepared by City Staff
- Contractors began review of schedules

Federal Expenditures

- Program discussions with managers/directors of federal programs ongoing
- Validating federal expenditures ongoing

FY21 Audit – Status Update

- January 2022 – March 2022
  - Weekly Status Update Meetings with Mayor & City Manager
  - Status Updates at every Finance Committee and Governing Body meeting
  - Regular Updates to the Office of the State Auditor
  - Continue Reconciliations and Correcting Journal Entries
  - Correct & reduce severity of FY20 Findings
  - Conduct Independent Assessment and Implement Recommendations

- March 31st- City to produce Trial Balance and SEFA

- April 1st - Target for external auditor to start audit

- June 30th - Target for external auditor to complete audit



City of Santa Fe

Santa Fe Police Department Evidence Unit

Internal Audit

June 2021

REDW LLC
CPAs | Advisors

City of Santa Fe
Santa Fe Police Department Evidence Unit
Internal Audit

Table of Contents

	Page
INTRODUCTION	1
PURPOSE AND OBJECTIVES	1
OBSERVATIONS, RECOMMENDATIONS AND MANAGEMENT RESPONSE	2
PROCEDURES PERFORMED AND INFORMATION GATHERED	7

City of Santa Fe
Santa Fe Police Department Evidence Unit
Internal Audit

Report

City of Santa Fe
Audit Committee and Management

INTRODUCTION

We performed the internal audit consulting services described below to assist the City of Santa Fe Police Department Evidence Unit in evaluating compliance with policies, procedures, state statutes, and other relevant guidance as well as to assess the adequacy of internal controls over evidence management and evidence collection & preservation. We also evaluated the Evidence Unit's progress towards obtaining accreditation status by the International Association of Property and Evidence (IAPE) and adherence to action plan items as noted in a February 2020 Corrective Action Plan press release.

Our services were performed in accordance with the terms of our Professional Services Agreement for internal audit services and the applicable Standards for Consulting Services prescribed by the American Institute of Certified Public Accountants. Although we have included management's responses in our report, we do not take responsibility for the sufficiency of these responses or the effective implementation of any corrective action.

PURPOSE AND OBJECTIVES

Our internal audit focused on obtaining an understanding of the Santa Fe Police Department's progress towards obtaining accreditation status by the International Association of Property and Evidence (IAPE) and progress with various steps in the Corrective Action Plan, including implementation of modern evidence management software, disposition and destruction of evidence practices, staffing and training needs, improvement of security and access controls to evidence holding areas, and improvement of storage solutions.

Additionally, we evaluated compliance with policies, procedures, state statutes, and other relevant guidance to assess the adequacy of internal controls over evidence management and evidence collection & preservation.

Arizona
5353 N 16th St, Suite 200
Phoenix, AZ 85016
P 602.730.3600

New Mexico
7425 Jefferson St NE
Albuquerque, NM 87109
P 505.998.3200

Oklahoma
708 N Santa Fe Ave, Suite 110-E
Edmond, OK 73003
P 405.543.1410

OBSERVATIONS, RECOMMENDATIONS AND MANAGEMENT RESPONSE

During the course of the audit, we evaluated progress with the Corrective Action Plan and determined for all five priority areas included in the plan, significant progress had been made by the department towards completing the actions necessary to improve operations, staffing and security at the Evidence Room. As a result of our testing, REDW identified the following observations:

1) Evidence Management Policies and Procedures

Policies and procedures are critical to ensuring employees are aware of department procedures surrounding evidence collection, processing, and destruction. In addition, since the SFPD is actively pursuing the International Association for Property and Evidence (IAPE) accreditation, policies and procedures are critical to ensuring processes are documented in accordance with accreditation standards. The Santa Fe Police Department currently has two policies surrounding evidence and property management including Policy 51.1 – Collection and Preservation of Evidence and Policy 52.1 – Evidence Management. Our testing determined both policies are outdated and do not sufficiently outline policies, procedures, best practices, and operations to manage the Evidence Unit in order to meet IAPE Standards.

Potential Risk – High: The absence of updated policies and procedures over evidence collection, processing, and destruction escalates the risk that SFPD employees may not be process evidence in compliance with state and local statutes or accreditation standards.

***Recommendations*:** SFPD should perform a review of the policies and procedures over evidence collection, processing and destruction and update them to ensure they are in compliance with federal, state, and local state statute. In addition, the IAPE provides guidance regarding proper policy and procedure development to ensure alignment with standards for accreditation. We recommend SFPD reference those guidelines and ensure the appropriate standards are infused into the policies to assist with achieving and maintaining accreditation.

Management Response: In response to the recommendations of the pre-accreditation review completed by SCS Northwest Consulting Services, two things needed to be completed prior to implementation of the policies and procedures of the department. The first thing that needed to be done was that the staffing needed to be increased and a permanent supervisor needed to be hired for day-to-day supervision in that section. The second issue that needed to be addressed was all staff, to include the lieutenant who administers the section, would need to attend the latest class for evidence technicians put on by the accrediting organization, International Association of Property and Evidence (IAPE). The lieutenant and the newly hired supervisor would also need to attend the evidence supervisor class. This would ensure that the entire section and its supervisors were aware of the current industry standards and had access to up-to-date information and resources available through IAPE. Staff will also be required to attend the class every two years to stay up to date on the latest training and network with evidence personnel from around the country. Since the above action items have been completed, Evidence staff are currently working with the Administrative Lieutenant on updating the policies and procedures for the section now that we know what the industry standards are and have access to help from IAPE. In addition, we have obtained model policies from other state agencies who are accredited to assist us with getting these implemented. We anticipate the policies and procedures to be completed by end of fiscal year 2022.

2) Packaging and Property Manuals

Proper packaging of evidence is critical to ensuring it is stored properly and also does not pose a risk to those tasked with tagging, moving, and storing it. Our testing determined there are no policies and procedures in place over proper packaging of evidence to ensure officers submitting evidence can reference the processes. As a result, several instances were mentioned where evidence such as narcotics and hypodermic needles, had not been packaged properly and had put the Evidence Technicians at risk of exposure. In addition, while we were onsite performing fieldwork, an envelope containing bullets was not properly secured so when it was removed from the box, the bullets fell out of the packaging.

Potential Risk – High: The absence of policies and procedures over proper packaging of evidence increases the risk that exposure to hazardous drugs and drug paraphernalia may occur, posing a health/safety risk. Additionally, improper, or inconsistent packaging can lead to evidence being lost, destroyed, or accidentally tainted.

Recommendations: A Packaging Manual should be drafted, approved for use, distributed in hard copy and electronic format, and trained on regularly. The manual should address the most common types of property and evidence encountered in the field and should contain photos and directions that are clear, concise, and easy to follow. These guidelines should be disseminated in a manner that all persons who book property/evidence have access to the guidelines. Infractions for non-compliance should be consistent and enforceable agency-wide, regardless of position, seniority, or tenure.

Management Response*:* Evidence staff have completed videos of how to properly package items that are commonly taken in as evidence. Those videos will be available on a YouTube channel that will be available to officers. A sheet with QR code shortcuts to the videos will be placed in all common areas, evidence processing locations and offices. A packaging manual is also in development to accompany the videos and will be available on the police department computer network. While the videos are already available, we anticipate the packaging manual to be completed by the end of fiscal year 2022. The right of refusal has already been instituted for improperly packaged evidence. This means that the evidence technicians may refuse to accept improperly packaged evidence. When this happens the evidence technician sends an email to the officer that they need to correct the issue on their next duty day and tells them exactly what the problem was. The officer contacts evidence staff who then bring the item back to the officer for correction. If the officer needs assistance the evidence staff or crime scene staff will assist them if needed. The email is also copied to the evidence chain of command as well as the officer's chain of command as a record of the issue. Once the correction is made an email from the evidence technician is sent to the respective chains of command stating that the issue has been resolved. It is up to the officer's chain of command to address any disciplinary measures for infractions. The expectations of evidence handling by officers as well as the disciplinary measures for infractions will be documented in the policies and procedures, which are expected to be implemented by the end of fiscal year 2022.

We have also standardized all evidence packaging across the entire department. All packaging is now ordered through the evidence supervisor to ensure this. We have also identified and ordered new packaging that addresses the safety issues identified in the audit.

3) Chain of Custody

Chain of Custody refers to the chronological documentation of the seizure, custody, control, transfer, and disposition of evidence. Policy 52.1 – Evidence Management states that it is the policy of SFPD to ensure the proper chain of custody of each evidence item from the time the property was stored until its final disposition. Our testing determined:

- For 1 of 15 cases tested, 6 of the 9 items related to the case were indicated as being checked out to the DPS Crime Lab when in actuality the items were physically located in the Evidence Unit.
- For 1 of 20 cases, case evidence was documented as checked out to the court when in actuality it was located in the Evidence Unit but had never been signed back in when it was returned.
- For 1 of 20 cases, case evidence was documented as being checked out to an officer. The Transfer to Officer document and lab receipt were attached to the case record, but the record was not updated when the evidence was returned by the officer.

In addition, we determined there is no centralized e-mail address for officers to submit requests for evidence movement and supporting documentation. Instead, officers submit directly to individual Evidence Technicians. As a result, when we inquired about specific cases, it was difficult for the Evidence Technicians to pull up relevant information and extra time had to be spent trying to track the information down.

Potential Risk – High: Failure to completely and accurately track the movement of evidence can potentially expose cases to a defense challenge deeming evidence worthless, which may result in lessened charges and/or increased settlement payouts.

Recommendations: A diversion or chain of custody policy needs to be written and implemented to ensure that all releases and dispositions of property or evidence are legal and accurately documented. The policy should provide directives for any officer signing out or signing in evidence for interim releases and returns of evidence for court, crime lab analysis, or other investigative uses. Infractions for non-compliance should be consistent and enforceable agency-wide, regardless of position, seniority, or tenure. Additionally, a centralized email address for the Evidence Unit should be set up for officers to submit relevant documentation, requests, and/or inquiries to ensure that information is not lost or misplaced in individual Evidence Unit Technician's inboxes. This will also ensure that documentation, requests, and inquiries are received and processed timely regardless of the mix of staff present in the Evidence Unit on a given day. Lastly, periodic training should be implemented over the Chain of Custody process to ensure officers are aware of the importance of maintaining an accurate and complete record.

Management Response*:* As the new staff start to deal with the older cases in the AS400 system they are verifying locations and updating them in the new system. If they are not located, we have been checking the last verifiable person who had custody and completing an investigation on the item's whereabouts. If we still can't locate the item, we are referring the case to Professional Standards for further investigation. We have also created new intake locations downstairs where items are scanned to until they are place in their final locations in the room.

It was also noted that one case was documented as being checked out to an officer with the required paperwork attached to the case record, but the paperwork showing the return was not updated. Officers are now required to scan and attach the return receipts to the record or provide a copy to the evidence technicians to scan and attach to the record. If it is not provided it will be refused by the evidence technician and the officer and chain of command will be notified.

It was also noted that there is no centralized email address for officers to submit requests for evidence movement. The EvidenceOnQ system that we now use has a request function for all evidence movements. This is monitored daily by the evidence technicians. There is no need to use email. Requests are also added automatically to the system's internal audit trail for all evidence and are part of each item's record to include the date and time of the request and when it was fulfilled. The system also requires that anyone taking evidence provide an electronic signature on the MobileOnQ device or a sign out sheet can also be printed and then scanned into the system as part of the record. The system also allows any email correspondence to be attached to the file record for each case. However, all requests must be submitted through the EvidenceOnQ system. Email requests are not accepted.

It was also recommended that evidence handling and chain of custody training was provided to officers on a periodic basis. We wholeheartedly concur and hope to add this to biennium training. We are in the process of building out our training calendar for 2022 and evidence handling/chain of custody will be included. We have already had the crime scene staff conduct rollcall training on this.

4) Annual Comprehensive Review

Policy 52.1 – Evidence Management requires an annual audit of property held by the agency to be conducted by an employee not routinely or directly connected with property control. Our testing determined no annual audits have been performed over the property and evidence functions to ensure all property is accounted for.

Potential Risk – Moderate: The absence of comprehensive annual audit to ensure evidence is inventoried properly increases the risk that evidence may be missing or not in the proper location. This risk is reduced as there are review performed quarterly on a small sample of cases to ensure evidence is inventoried correctly.

Recommendations: SFPD should implement an annual audit in accordance with their policies and procedures. The audit should be documented and signed off on including the date in which it was completed. In addition, since the department is actively pursuing IAPE accreditation, employees should reference the requirements for reviews/audits including the frequency and scope, and infuse those requirements into their policies and procedures.

Management Response*:* It was noted that the Evidence Management policy requires an annual property audit to be completed by an employee not routinely or directly connected to property control. As time allows the staff have been converting the old inventory over to the new storage and evidence system. As this is occurring, the staff have discovered that there have been discrepancies in the old AS400 system and the handwritten evidence sheets located with the cases with there often being more evidence listed on the handwritten evidence sheets as opposed to logged into the system. This will be a very time-consuming process to correct the issues and

get them entered into the new system. Once that is completed the EvidenceOnQ system has an audit function built in that allows for all of our periodic and annual audits that is streamlined and able to use a handheld MobileOnQ scanner that can document them and they can be done very quickly.

One of the issues we have run into with getting this process started is the purge of old evidence that was pointed out in the pre-accreditation report. Our plan was to identify cases that can no longer be prosecuted due to the statutes of limitations and obtain a blanket destruction order from District Court. We did complete a spreadsheet of all the cases that are past the statutes of limitations. Originally, we had met with the District Attorney's Office who had agreed to go through our list of cases to make sure there were no issues on their end for the purge of those on the list. They would then assist us in drafting the requested destruction order and get it approved by a District Court judge. Once the order was signed, we had a company identified that would assist us with the purging of the identified and approved cases on the order. We would then begin the process of converting the remaining inventory over to the new storage and evidence tracking system, which in turn would allow us to complete a timely and accurate annual audit.

The District Attorney's Office has since advised us that they will not look at our purge list until the large amount of disposition orders that had not been processed prior to the new staff being hired has been completed. This is approximately 15 years of disposition orders. The staff have been attempting to start this, but they have discovered that some of the old orders address cases with multiple suspects, yet only one suspect is listed on the disposition. This requires the evidence technician to go to the court website to check the status of charges on all the suspects and verify it with the DA's Office. Another ancillary result of this is that the department now have to assign staff to work on this while our inventory continues to grow exponentially. In order to combat this new issue, we will have to request more staff positions to keep up with what's coming in and also request money to build a new facility to store the expanding inventory. Not including our old inventory that should be able to be purged, we have about 3 items coming in for every item we have going out to destruction. Even with the new storage system we are out of room. With the current staff it will take years for us to process the old orders however, we are actively working with the DA's Office to identify a solution which will hopefully remedy this soon.

5) Evidence Ready for Destruction

There are several considerations that must be made prior to evidence being destroyed including the status of the case, statute of limitations or the level of charges. In most cases a court order is required however, certain types of property for which an owner cannot be identified and the evidence is not tied to a court case is collected and destroyed or disposed of regularly. Our testing determined 2 of 20 samples tested that were marked as ready to destroy could not be located in the Evidence Unit. These pieces of evidence did not have a court case attached to them nor had an owner been identified, and appear to have been destroyed but not documented during the first round of destructions following the implementation of the new evidence management system.

Potential Risk – Moderate: The absence of a process to ensure evidence ready for destruction is periodically reconciled to ensure all items are accounted for increases the risk that evidence tagged for destruction may go missing or items may be destroyed but not properly updated on the evidence logs.

Recommendations: The Evidence Unit should continue to streamline and refine the process for evidence that is ready to be destroyed or disposed of. Evidence tagged as "for destruction" should be audited or inspected regularly to ensure that the items have not been removed from the Evidence Unit, whether accidentally or intentionally. Destructions should continue to be done at set times, or when inventory levels reach a certain amount.

Management Response*:* It was noted that 2 out of 20 items marked for destruction sampled could not be located. Since the visit the staff have created locations for items ready for destruction which the items are now scanned into. A regular schedule of times for destruction has been implemented and two employees then do a scanned audit of each location to verify that all the items are accounted for. Those audits are tracked in the system. Narcotics are verified by our staff and also by State Police staff prior to incineration and a signed copy of each list is kept on file by both agencies.

PROCEDURES PERFORMED AND INFORMATION GATHERED

In order to gain an understanding of the processes and operations, we interviewed the following personnel:

- Benjamin Valdez, Deputy Chief of Police
- Sean Strahon, Lieutenant
- Roberto Romero, Evidence Unit Supervisor
- Amanda Randow, Evidence Technician
- Cassandra Tapia, Evidence Technician

In order to gain an understanding of the processes, we read relevant portions of:

- Santa Fe Police Department Policy 51.1 – Collection and Preservation of Evidence (defective July 23, 2004)
- Santa Fe Police Department Policy 52.2 – Evidence Management (effective May 15, 2017)
- Special Orders
  - Evidence Submission and Management Protocol (dated October 4, 2019)
  - Summary Review on Evidence Unit/Update Evidence Submission and Management Protocol (dated January 10, 2020)
  - Sane Exam Kit Evidence Procedure (dated May 13, 2020)
  - EvidenceOnQ (dated November 4, 2020)
  - New Evidence Unit Schedule (dated November 30, 2020)
  - EvidenceOnQ Red Flag (dated February 9, 2021)
  - Supplemental Reports & Evidence (dated April 26, 2021)
- Progress Reports
  - October 2019
  - November 2019
  - December 2019
  - January 2020

  - February 2020
  - March 2020
  - July 2020
- Comprehensive Evidence Room Project Update (dated March 4, 2021)
- Timeline of Evidence Management Improvements (dated January 20, 2020)
- Evidence Room Project Breakdown (dated February 21, 2020)
- Purchase Requests
  - High Density Mobile Shelving System (date February 19, 2020)
  - Evidence Freezers (dated February 13, 2020)
  - Replacement Temporary Evidence Lockers (dated February 13, 2020)
  - Camera, Security, and Alarm System (dated February 12, 2020)
  - EvidenceOnQ Evidence Management Software (dated February 12, 2020)
  - Evidence Purge Services (dated February 21, 2020)
- New Mexico Records Retention Act
- 2011 New Mexico Statute – Section 29-1-13 – Unclaimed property; inventory
- 2011 New Mexico Statute – Section 29-1-14 – Unclaimed property; authority to sell; notice of sale; deadly weapons, controlled substances and other contraband excepted.
- 2011 New Mexico Statute – Section 30-1-8 – Time limitations for commencing prosecutions
- 2006 New Mexico Statute – Section 6-10-3 – Payment of state money into treasury; suspense funds.
- City of Santa Fe Job Descriptions
  - Evidence/Property Supervisor
  - Evidence/Property Technician
- International Association of Property and Evidence Standards
- Public Safety Committee Minutes – February 18, 2020
- Regular Meeting of the Governing Body Minutes – February 26, 2020
- Various news articles and press releases

Independent consultant's report dated January 3, 2020.

We performed the following testwork:

Corrective Action Plan: We gained an understanding of the Department's progress in relation to their Corrective Action Plan released in February of 2020. The Corrective Action Plan contained five areas we considered throughout our testing:

- Implementation of a modern evidence management software
- Disposing of all inventory that can lawfully be discarded
- Adding additional staff to the Evidence Unit

- Improving security and access control to evidence holding areas
- Improving storage solutions in the evidence holding areas

Utilizing additional reports prepared by an independent consultant as well as the International Association of Property and Evidence (IAPE) Standards, we furthered our understanding of the issues facing the department. We then performed inquiries with SFPD employees to determine progress in each area and identified areas for additional detailed testing which is documented in the procedures below.

Evidence Tagging and Logging: We selected 50 cases from a total population of 2,296 that have gone through the data validation process as of June 2021 listed on the EvidenceOnQ report and 15 cases directly off the shelves. We tested to determine:

- The bin location reflected in EvidenceOnQ (evidence management system) was the same location that the bin was physically located;
- The inventory listing exported from EvidenceOnQ correctly and accurately reflected the items contained in the evidence bin.

Evidence Ready for Destruction: We selected 20 cases from a total population of 178 cases that had evidence flagged as ready for destruction or had previously been destroyed or disposed of. We tested to determine:

If evidence disposition was not case related

- Item was destroyed and inventory listing agreed to disposition worksheet, or,
- Item was still onsite and locations, item description and case number agreed to system listing.

If evidence disposition was case related

- A court order was submitted and signed for destruction/disposition;
- A disposition worksheet had been filled out and was maintained for documentation purposes.

Cash Deposits: We selected 10 deposits from a total population of 103 deposits made from September 30, 2020 through June 21, 2021, and tested to determine:

- Amount on cash transfer log matched amount on deposit receipt;
- Money was transferred to the Cashier's Office on the same day or following day of receipt of cash in accordance with NMSA 6-10-3;
- Deposit receipt was attached to the case in EvidenceOnQ;
- Currency log was signed by two different individuals;
- Amount on cash transfer log agreed to information in EvidenceOnQ; and
- Proper segregation of duties were executed in the counting or cash, the preparation of the deposit, and auditing of deposit.

Documentation of Movement: We selected 20 cases from a total population of approximately 300 cases that were released to an owner, transferred to an outside agency, lab, or court, or released to another individual and tested to determine a Chain of Custody or Diversion Form record was in place and contained:

- The date of transfer and location;
- The receiving person's name and functional responsibility;
- Reason for transfer;
- The name of trying court (if applicable); and
- The name and location of the examining laboratory (if applicable).

Reviews and Audits: We obtained copies of all monthly audits performed since November 2020, and tested to determine that:

- Results of inspections, audits, and inventories were retained;
- Surprise audits were performed at least monthly;
- Corrective actions were documented and retained.

In addition, we tested to determine if annual audits over the evidence population were performed in accordance with policies and procedures.

Access and User Management: We obtained a listing of all employees with access to the evidence holding areas and security systems as of June 2021. We then tested to determine if those listed were current employees and that access was appropriate. In addition, we determined if there was a process in place to revoke or edit access permissions as a result of a termination, transfer, or promotion.

Digital Evidence Management: We gained an understanding of current practices surrounding digital evidence and related IPRA and eDiscovery requests. Additionally, we performed a walkthrough of the new digital evidence management system that the Police Department has been demoing since late 2020 in order to gain an understanding of how the potential software will improve processes and internal controls over digital evidence.

Sexual Assault Exam Kits: We obtained an audit report export which contained a listing of 18 kits submitted to the Evidence Unit in 2020. From this listing, we tested to determine:

- The location in EvidenceOnQ was consistent with the indicated location on the Santa Fe Police SAEK Log utilized for tracking kits on a weekly basis;
- A Chain of Custody Report existed in EvidenceOnQ for the particular kit and the date of check-in to the Evidence Unit agreed to the date on the Santa Fe Police SAEK Log;
- The DPS form was kept on file and the transfer date agreed to the intake date on Chain of Custody report; and
- The kit was physically located in the Evidence Unit's dedicated storage area.

* * * * *

This report is intended solely for the information and use of City of Santa Fe's management, Audit Committee and City Council members. If additional procedures had been performed, other matters might have come to our attention that would have been reported to you.

We received excellent cooperation and assistance from City of Santa Fe personnel during the course of our testing. We very much appreciate the courtesy and cooperation extended to our personnel. We would be pleased to meet with you to discuss our findings and answer any questions.



Albuquerque, New Mexico
December 14, 2021

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 SJ
Michael Dozier, Wastewater Management Director

FROM: Julian Gonzales, Wastewater Management Assistant Superintendent JG

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.

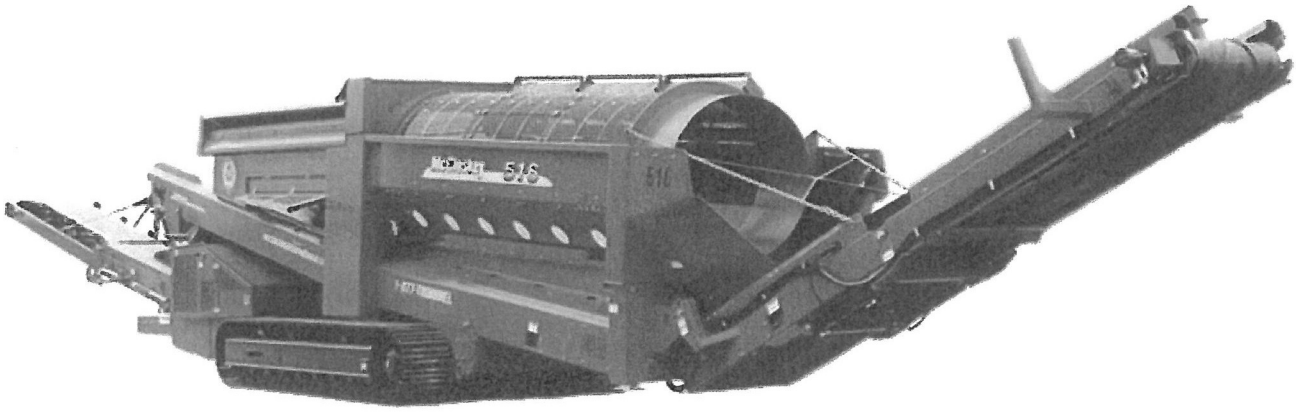
Wagner Equipment Co.
4000 Osuna Road NE
Albuquerque, NM 87109

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

Your New Mexico Purchasing Cooperative

CES

Since 1979

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 _____ 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 and place it with a copy of the bid 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 unequaled 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

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
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Rep. Maint. Machinery & Equipm	5000366	520400		373,315	
				373,315	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 373,315	$ -

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

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

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(373,315)
TOTAL:	**(373,315)**

Maya Martinez 11/22/2021
Prepared By *{print name}* Date

Michael Dozier (Nov 22, 2021 14:49 MST)
Division Director Signature *{optional}* Date

Shannon Jones (Nov 22, 2021 16:52 MST) 11/22/2021
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Nov 22, 2021 17:09 MST) 11/22/21
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* 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	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☑	☐	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☐	☑	Executed Contract, Agreement or Amendment
☑	X	Current Business Registration and CRS numbers on contract or agreement
☐	☑	Summary of Contracts and Agreements form
☐	☑	Certificate of Insurance
☐	☑	All documentation presented to Committees
☐	☑	Other: _____

Julian Gonzales (Nov 22, 2021 14:46 MST)

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

Fran Duraway (Nov 29, 2021 10:56 MST)

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/13/2021

ISSUE NO. 7b

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/03/2022 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

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 NMGRT 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 NMGRT 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 only}*:	
Batch # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	11/15/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction Master Meters	5050395	572960	WTR1950534	1,040,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,040,000	$ -

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

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

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,040,000)
TOTAL:	**(1,040,000)**

Maya Martinez 11/15/2021
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Shannon Jones (Nov 17, 2021 10:26 MST) 11/17/2021
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins (Nov 17, 2021 10:42 MST) 11/17/21
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Item#_____
Munis Contract# 3203112

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 andreplacement, 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 otherContract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwisespecified.

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 theContractor. 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 performedand 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, andoutlining steps the Contractor may take to provide remedial action. Upon certification by the Citythat 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 13-1-150NMSA 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's 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 furtherobligations for salaries, services or any other expenditure of funds under this Agreement withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination as to the performance of work under this Agreement; and 3) take such action as theCity shall direct for the protection, preservation, retention or transfer of all property titled to theCity and records generated under this Agreement. Any non-expendable personal property orequipment provided to or purchased by the Contractor with contract funds shall become propertyof 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 sufficientappropriations and authorization are not made by the City Council, this Agreement shall terminateimmediately upon written notice being given by the City to the Contractor. The City's decision asto whether sufficient appropriations are available shall be accepted by the Contractor and shall befinal. 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 anyother 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 bindingon 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 relievethe 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 fromor 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 becomethe property of the City and shall be delivered to the City no later than the termination date of thisAgreement. 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, duringthe term of this Agreement, shall not acquire any interest, direct or indirect, which would conflictin 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 complieswith all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Contractor's representations and warranites 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 enteredinto 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 thisAgreement 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 fundingdue to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of theproposed 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 ofWork as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manageror 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 meetsthe following criteria:

The Project Manager shall draft a written Change Request for review andapproval 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 unlessembodied 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 imposefelony 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 a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees and agents as additional insureds.

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

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the 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 subjectto 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 anylimitation 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 notwaive 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 unlessexpress 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 bindContractor, and that no further action, resolution, or approval from Contractor is necessary to enterinto a binding contract.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
A.A.C. Construction, LLC

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

NAME

Managing Member
TITLE

DATE: 11-17-2021
CRS# 03-157349-00-5
Registration # 222939

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, 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 AJH
Org/Obj 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**

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 (Nov 17, 2021 15:37 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	CONTACT NAME: Susan Vance	
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: svance@downeyandco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Donegal Insurance Group	
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507	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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OPAGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA9030765	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		93890.105	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

CITY OF SANTA FE WATER DIVISION
801 W. SAN MATEO ROAD
SANTA FE NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan J. Vance

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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

CRS Number: 03157349-00-5

Owner: Andrew Sisneros

License Number: 222939

License Type: Business License - Renewable

Issued Date: June 07, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: June 07, 2022

Fees Paid: $10.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

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

Bill Huey

Public Utilities Dept / Water Division/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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/13/2021
ISSUSE NO. 7c 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 01/03/2022 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS
STAFF FOLLOW UP:

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

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 NMGRT (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 NMGRT; Staff requests approval of a Budget Increase BAR in the amount of $474,519

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	12/1/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design CPE	5050395	572960	WTR1950528	474,519	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 474,519	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment #2 with

with Carollo Engineering for the CPE project.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(474,519)
TOTAL:	**(474,519)**

Maya Martinez 12/1/2021
Prepared By *{print name}* Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 12/1/21
Budget Officer Date

Division Director Signature *{optional}* Date

Shannon Jones (Dec 1, 2021 12:31 MST) 12/1/2021
Department Director Signature Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **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**

Fran Delaway (Dec 3, 2021 13:29 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 (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:

CERTIFICATE OF LIABILITY INSURANCE

7/4/2022

DATE (MM/DD/YYYY) 7/16/2021

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.

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472595 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Travelers Property Casualty Co of America — 25674 **INSURER C :** Continental Casualty Company — 20443 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 16764870 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO 9730569	7/4/2021	7/4/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP 9730571	7/4/2021	7/4/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CUP-1S956429-21-NF	7/4/2021	7/4/2022	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 9730570	7/4/2021	7/4/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2021	7/4/2022	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: PROJECT #11495A.00; ON-CALL ENGINEERING SERVICES. THE CITY OF SANTA FE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA/EXCESS LIABILITY. THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

16764870
CITY OF SANTA FE
ATTN: WATER DIVISION DIRECTOR
801 W. SAN MATEO
SANTA FE NM 87505

CANCELLATION See Attachments

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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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.

' Copyright CNA All Rights Reserved.

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

 Includes copyrighted material of National Council on Compensation Insurance, Inc. with its permission.

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.

Attachment Code: B979120 Certificate ID: 10704070

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)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 04-84)

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

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

CRS Number: 03-162628-00-9

Owner: CAROLLO EINGINEERS, INC.

License Number: 117760

License Type: Business License - Renewable

Issued Date: February 10, 2021

Classification: Business Registration - Standard

Expiration Date: February 10, 2022

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, 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	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☒	☐	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

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 (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 MIHELCIC, 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

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.

TMENT 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**	**TOT LAB COS**
s	$270	$252	$225	$200	$169	$147	$139	$172	$139	$99		
ment												
ng Construction	0	80	0	0	0	120	0	0	0	0	200	
d Site Visits	22	240	0	30	100	300	0	0	0	0	692	$
	2	60	0	18	216	154	0	0	0	0	450	
	4	56	0	40	300	300	0	0	0	0	700	$
k Change Directives	0	20	0	6	40	48	0	36	0	0	150	
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**
OR HOURS	28	456	0	94	656	922	0	36	0	0	**2192**	
CES (EXCLUDING NMGRT)	$7,560	$114,912	$0	$18,800	$110,864	$135,534	$0	$6,192	$0	$0		**$393**

ITEM # 19-0075

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 ACity 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:

ALAN WEBBER, MAYOR

DATE: 2.7.2019

CONSULTANT:
Carollo Engineers, Inc.

NAME AND TITLE
JOHN REHRING VP Becky Luna VP

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 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

EXHIBIT B: CITY OF SANTA FE
CANYON ROAD WATER TREATMENT PLANT CPE AND FACILITY OPTIMIZATION PROJECT | NOVEMBER 28, 2018

LINE	DESCRIPTION	CAROLLO DIRECT LABOR											SUBCONTRACT: DINATALE WATER CONSULTANTS						DiNatale Water Subcontract		CAROLLO DIRECT EXPENSES			
		SENIOR SPEC'LST (Hours)	SENIOR PROF (Hours)	PROJECT PROF (Hours)	PROF (Hours)	ASST PROF II (Hours)	ASST PROF I (Hours)	SENIOR TECH (Hours)	TECH (Hours)	DOC PRO & CLER (Hours)	TOTAL LABOR HOURS	TOTAL LABOR COSTS	PRCPL HOURS	SR ASSOC. HOURS	ASSOC. HOURS	TOTAL LABOR COSTS	OTHER DIRECT COSTS	TOTAL SUB FEES		SUBCONTR MARKUP	TRAVEL & OTHER DIRECT COSTS	PECE ON CAROLLO DL Hrs	TOTAL OF: ODC's	TOTAL COST (EXCL. NMGRT)
		$234	$209	$173	$158	$137	$129	$161	$130	$93			200.00	135.00	110.00					10%		$11.70		
Task 0	**Project Management**																							
0.1	Project Coordination	42	42								84	$18,606								$0		$983	$983	$19,589
	subtotal: hours	42	42	0	0	0	0	0	0	0	84													
	SUBTOTAL: COSTS	$9,828	$8,778	$0	$0	$0	$0	$0	$0	$0		$18,606								$0	$0	$983	$983	$19,589
Task 1	**Comprehensive Perfomance Evaluation (CPE)**																							
1.1	Field Investigation (2 day site visit, process/structural, EI&C, PE incl prep)		48	24	24						96	$17,976								$0	$2,599	$1,123	$3,722	$21,698
1.2	CPE Report	24	24	16			26			12	102	$17,870									$1,630	$1,193	$2,823	$20,693
	subtotal: hours	24	72	40	24	0	26	0	0	12	198													
	SUBTOTAL: COSTS	$5,616	$15,048	$6,920	$3,792	$0	$3,354	$0	$0	$1,116		$35,846								$0	$4,229	$2,317	$6,546	42,392
Task 2	**Facility Optimization Evaluation (FOE)**																							
2.1	FOE Recommendations and Costs	16	28	8			24		16	8	100	$16,900	8	4	12	$3,460	$750	$4,210	$4,210	$421		$1,170	$1,591	$22,701
2.2	O&M and Energy Optimization	24	30	4			24				82	$15,674	18	6	8	$5,290	$750	$6,040	$6,040	$604	$1,630	$959	$3,193	$24,907
2.3	Prioritized CRWTP CIP	20	16				14			4	54	$10,202							$0	$0	$1,630	$632	$2,262	$12,464
	subtotal: hours	60	74	12	0	0	62	0	16	12	236		26	10	20									
	SUBTOTAL: COSTS	$14,040	$15,466	$2,076	$0	$0	$7,998	$0	$2,080	$1,116		$42,776				$8,750	$1,500	$10,250	$10,250	$1,025	$3,260	$2,761	$7,046	$60,072
Task 3	**Preliminary Engineering Report (PER)**																							
3.1	System Upgrades, Opinion of Cost, and PER	4	36				25			12	77	$12,801	12	2	3	$3,000	$0	$3,000	$3,000	$300		$901	$1,201	$17,002
	subtotal: hours	4	36	0	0	0	25	0	0	12	77		12	2	3									
	SUBTOTAL: COSTS	$936	$7,524	$0	$0	$0	$3,225	$0	$0	$1,116		$12,801				$3,000	$0	$3,000	$3,000	$300	$0	$901	$1,201	$17,002
Task 4	**Conceptual Design (30%)**																							
4.1	30% Design - Reservoir Aeration and Filter Influent Chlorine Feed	4	8		8		26		16		62	$9,306								$0		$725	$725	$10,031
4.2	30% Design - Clarifier Tube Settler Replacement	12	120	8			80	16	80	8	324	$53,312								$0		$3,791	$3,791	$57,103
4.3	Construction Estimates and Operations Costs		40	40			12				92	$16,828								$0		$1,076	$1,076	$17,904
	subtotal: hours	16	168	48	8	0	118	16	96	8	478													
	SUBTOTAL: COSTS	$3,744	$35,112	$8,304	$1,264	$0	$15,222	$2,192	$12,480	$744		$79,052								$0	$0	$5,593	$5,593	$85,039
Task 5	**Preliminary Design (60%)**																							
5.1	60% Design Deliverables - Reservoir Aeration and Filter Influent Chlorine I	12	32		12		40	12	50	16	174	$26,472								$0	$1,630	$2,036	$3,666	$30,138
5.2	60% Design Deliverables - Clarifier Tube Settler Replacement	12	68				60	16	80	16	252	$39,224								$0		$2,948	$2,948	$42,172
5.3	Cost Estimate Update		2	6							8	$1,366								$0		$94	$94	$1,460
	subtotal: hours	24	102	0	18	0	100	28	130	32	434													
	SUBTOTAL: COSTS	$5,616	$21,318	$0	$2,844	$0	$12,900	$4,508	$16,900	$2,976		$67,062								$0	$1,630	$5,078	$6,708	$73,770
~~**Task 6**~~	~~**Final Design (90%)**~~																							
~~6.1~~	~~90% Design Deliverables and Bid Documents - Aeration and FI Chlorine~~	~~8~~	~~24~~		~~12~~		~~40~~	~~4~~	~~88~~	~~10~~	~~184~~	~~$25,076~~								~~$0~~		~~$1,319~~	~~$1,319~~	~~$25,795~~
~~6.2~~	~~90% Design Deliverables and Bid Documents - Clarifier Tube Settler Repl~~	~~8~~	~~48~~				~~40~~	~~4~~	~~80~~	~~16~~	~~176~~	~~$26,906~~										~~$2,060~~	~~$2,060~~	~~$28,966~~
~~6.3~~	~~Design Report and Cost Estimate~~	~~8~~	~~12~~				~~20~~		~~4~~	~~12~~	~~56~~	~~$8,596~~								~~$0~~		~~$655~~	~~$655~~	~~$9,251~~
	subtotal: hours	24	84	0	12	0	100	8	124	44	396													
	SUBTOTAL: COSTS	$5,616	$17,556	$0	$1,896	$0	$12,900	$1,288	$16,120	$4,092		$59,468								$0	$0	$4,633	$4,633	$64,101
Task 7	**Bidding**																							
7.1	Bidding Support	4	24		8		16		4	4	60	$10,172								$0	$100	$702	$802	$10,974
	subtotal: hours	4	24	0	8	0	16	0	4	4	60													
	SUBTOTAL: COSTS	$936	$5,016	$0	$1,264	$0	$2,064	$0	$520	$372		$10,172								$0	$100	$702	$802	$10,974
Task 8	**Construction Management**																							
8.1	Site Visits (Periodic Inspection)	16	144	120	40						320	$60,920								$0	$8,170	$3,744	$11,914	$72,834
8.2	Shop Drawings, Request for Information, and Change Orders	4	60	40			36		12	8	160	$27,344								$0	$0	$1,872	$1,872	$29,216
8.3	Final Inspection			12							12	$2,076								$0	$77	$140	$217	$2,293
	subtotal: hours	20	204	172	40	0	36	0	12	8	492													
	SUBTOTAL: COSTS	$4,680	$42,636	$29,756	$6,320	$0	$4,644	$0	$1,560	$744		$90,340								$0	$8,247	$5,756	$14,003	$104,343
	TOTAL SERVICES: LABOR HOURS	218	806	272	110	-	483	52	382	132	2455		38	12	23									
	TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$51,012	$168,454	$47,056	$17,380	$0	$62,307	$7,988	$49,660	$12,276		$416,133				$11,750	$1,500	$13,250	$13,250	$1,325	$17,466	$28,724	$47,515	$477,282

ITEM # 20-0187

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.

Task 9.2 Survey

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.

C Carrillo

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

EXHIBIT C: CITY OF SANTA FE CANYON ROAD WATER TREATMENT PLANT DESIGN AMENDMENT I February 13, 2020		CAROLLO DIRECT LABOR											SUBCONTRACT:					CAROLLO DIRECT EXPENSES			
LINE	DESCRIPTION	SENIOR PM (Hours)	SENIOR SPECLST (Hours)	SENIOR PROF (Hours)	PROJECT PROF II (Hours)	PROF (Hours)	ASST PROF II (Hours)	ASST PROF I (Hours)	SENIOR TECH (Hours)	TECH (Hours)	DOC PRO & CLER (Hours)	TOTAL LABOR HOURS	TOTAL LABOR COSTS	TOTAL LABOR HOURS	TOTAL LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEES	SUBCONTR MARKUP	TRAVEL & OTHER DIRECT COSTS	PECE OR CAROLLO DL hrs	TOTAL OF ODCs	TOTAL COST (EXCL. NMGRT)
	2020 Labor Rates	$292	$241	$215	$191	$162	$141	$133	$105	$138	$95							10%		$12.90		
Task 3 Project Management																						
3.3	Project Coordination	8		40								48	$10,696					$0		$590	$590	$11,286
	subtotal: hours	8	0	40	0	0	0	0	0	0	0	48										
	SUBTOTAL: COSTS	$2,096	$0	$8,600	$0	$0	$0	$0	$0	$0	$0		$10,696					$0	$0	$590	$590	$11,286
Task 3 - Preliminary Engineering Report (PER)																						
3.2	Complete PER (with amendment scope elements)		10					20			4	34	$3,450					$0		$416	$416	$3,866
	subtotal: hours	8	10	0	0	0	0	20	0	0	4	34										
	SUBTOTAL: COSTS	$0	$2,410	$0	$0	$0	$0	$2,660	$0	$0	$380		$5,450					$0	$0	$416	$416	$5,866
Task 4 - Conceptual Design (30%)																						
4.4	30% Design - Flocculation		20	30	70	30	40	80	40	60	4	314	$50,440					$0		$3,662	$3,662	$54,302
4.5	30% QA/QC		20	20								40	$8,120					$0	$3,600	$492	$4,092	$13,412
4.6	Cost Estimate			24	24			12				60	$11,540					$0		$736	$736	$12,076
	subtotal: hours	0	40	74	94	30	40	72	40	60	4	414										
	SUBTOTAL: COSTS	$0	$9,640	$15,910	$10,314	$4,860	$5,640	$9,576	$6,600	$7,980	$380		$70,900					$0	$3,600	$5,092	$8,692	$79,792
Task 5 - Preliminary Design (60%)																						
5.4	60% Design - Flocculation		20	20	60	60	80	60	60	100	30	470	$72,790					$0		$5,781	$5,781	$78,571
5.5	60% QA/QC	20	40									60	$14,860						$3,600	$736	$4,536	$19,396
5.6	Cost Estimate Update	8	20	20		8		8				64	$13,578					$0		$787	$787	$14,365
	subtotal: hours	28	80	40	60	68	80	68	60	100	30	594										
	SUBTOTAL: COSTS	$7,336	$19,280	$8,600	$11,460	$11,016	$8,460	$9,044	$9,900	$13,300	$2,850		$101,248					$0	$3,600	$7,306	$11,106	$112,362
Task 6 - Final Design (90%)																						
6.4	90% Design - Flocculation		20	40	40	40	60	40	60	80	30	410	$64,710					$0		$5,043	$5,043	$69,753
6.6	90% QA/QC	20	40									60	$14,860						$2,500	$736	$3,236	$18,096
6.7	Updated Design Report and Final Cost Estimate		20	40				20		4	12	96	$17,750					$0		$1,181	$1,181	$18,931
6.8	Bid Documents		8	20	20	20	20	20	40	40	12	200	$31,826							$2,460	$2,460	$34,286
	subtotal: hours	20	88	100	60	60	80	80	100	124	54	766										
	SUBTOTAL: COSTS	$5,740	$21,208	$21,500	$11,460	$9,720	$11,280	$10,640	$16,500	$16,492	$5,130		$129,170					$0	$2,500	$9,422	$11,922	$141,092
Task 8 - Subconsultants and Supplemental Engineering																						
8.1	Geotechnical engineering		8					8				16	$2,992			$30,000	$30,000	$3,000		$197	$33,197	$36,189
8.2	Survey			8				8	8			24	$4,104			$20,000	$20,000	$2,000		$295	$22,295	$26,399
8.3	Structural Evaluation		60			20		2				84	$18,252					$0	$1,300	$1,033	$2,333	$20,585
	subtotal: hours	0	68	8	0	20	0	20	8	0	0	124										
	SUBTOTAL: COSTS	$0	$16,388	$1,720	$0	$3,240	$0	$2,660	$1,320	$0	$0		$25,328			$50,000	$50,000	$5,000	$1,300	$1,525	$7,825	$83,153
	TOTAL SERVICES: LABOR HOURS	56	286	282	174	178	180	268	208	284	92	1808		0								
	TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$14,672	$68,926	$56,330	$33,234	$28,036	$25,380	$34,580	$34,320	$37,772	$8,740		$342,790			$50,000	$50,000	$5,000	$11,400	$24,364	$40,764	$433,544
																				NMGRT (8.4375%)		$36,580

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.

Task 9.2 Survey

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

EXHIBIT C: CITY OF SANTA FE CANYON ROAD WATER TREATMENT PLANT DESIGN AMENDMENT I February 13, 2020		CAROLLO DIRECT LABOR												SUBCONTRACT:					CAROLLO DIRECT EXPENSES			
LINE	DESCRIPTION	SENIOR PM (Hours)	SENIOR SPEC LST (Hours)	SENIOR PROF (Hours)	PROJECT PROF II (Hours)	PROF (Hours)	ASST PROF III (Hours)	ASSOC PROF I (Hours)	SENIOR TECH (Hours)	TECH (Hours)	DOC PREP & CLER (Hours)	TOTAL LABOR HOURS	TOTAL LABOR COSTS	TOTAL LABOR HOURS	TOTAL LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEES	SUBCONTR MARKUP	TRAVEL & OTHER DIRECT COSTS	PECE ON CAROLLO DL Hrs	TOTAL OF ODCs	TOTAL COST (EXCL. NMGRT)
	2020 Labor Rate	$202	$141	$215	$181	$154	$141	$133	$165	$133	$95							10%		$12.30		
Task 2 Project Management																						
0.2	Project Coordination	8		40								48	$10,984					$0		$390	$390	$11,286
	subtotal hours	8	0	40	0	0	0	0	0	0	0	48										
	SUBTOTAL: COSTS	$2,096	$0	$8,600	$0	$0	$0	$0	$0	$0	$0		$10,696					$0	$0	$590	$590	$11,286
Task 3 - Preliminary Engineering Report (PER)																						
3.2	Complete PER (with amendment scope elements)		10				20				4	34	$5,450					$0		$418	$418	$5,868
	subtotal hours	0	10	0	0	0	0	20	0	0	4	34										
	SUBTOTAL: COSTS	$0	$2,410	$0	$0	$0	$0	$2,660	$0	$0	$380		$5,450					$0	$0	$418	$418	$5,868
Task 4 - Conceptual Design (30%)																						
4.4	30% Design - Flocculation		20	30	30	30	40	60	40	80	4	314	$45,446					$0		$3,542	$3,542	$54,302
4.5	30% QA/QC		20	20								40	$9,120					$0	$3,600	$432	$4,032	$13,417
4.6	Cost Estimate			24	24			12				60	$11,340					$0		$738	$738	$12,078
	subtotal hours	0	40	74	54	30	40	72	40	80	4	414										
	SUBTOTAL: COSTS	$0	$9,640	$15,910	$10,314	$4,950	$5,640	$9,576	$6,600	$7,980	$380		$70,906					$0	$3,600	$5,092	$8,692	$79,782
Task 5 - Preliminary Design (60%)																						
5.4	60% Design - Flocculation		20	20	60	60	60	60	60	100	30	470	$72,780					$0		$5,781	$5,781	$78,471
5.5	60% QA/QC	20	40									60	$14,880						$3,600	$738	$4,338	$19,418
5.6	Cost Estimate Update	8	20	20		8		8				64	$13,016					$0		$787	$787	$14,303
	subtotal hours	28	80	40	60	68	60	68	60	100	30	594				28						
	SUBTOTAL: COSTS	$	$19,280	$8,600	$11,460	$11,968	$8,460	$9,984	$9,900	$13,300	$2,850		$ 101,248			7,336		$0	$3,600	$7,306	$11,106	$112,362
Task 6 - Final Design (90%)																						
6.4	90% Design - Flocculation		20	40	40	40	80	40	80	80	30	410	$64,210					$0		$5,043	$5,043	$69,253
6.6	90% QA/QC	20	40									60	$14,880						$2,500	$738	$3,238	$18,118
6.7	Updated Design Report and Final Cost Estimate		20	80				20		4	12	96	$17,752					$0		$1,181	$1,181	$18,933
6.8	Bid Documents		8	20	20	20	20	20	40	40	12	200	$31,824							$2,460	$2,460	$34,284
	subtotal hours	20	88	100	60	60	60	60	100	124	54	766										
	SUBTOTAL: COSTS	$5,240	$21,208	$21,500	$11,460	$9,720	$11,280	$10,640	$16,500	$16,492	$5,130		$128,170					$0	$2,500	$9,422	$11,922	$141,092
Task 9 - Subconsultants and Supplemental Engineering																						
9.1	Geotechnical engineering		8				8					16	$2,992			$30,000	$30,000	$3,000		$197	$33,197	$36,189
9.2	Survey			8			8	8				24	$4,104			$20,000	$20,000	$2,000		$276	$22,276	$26,380
9.3	Structural Evaluation		60			20	4					84	$16,230					$0	$1,300	$1,013	$2,313	$20,565
	subtotal hours	0	68	8	0	20	0	20	8	0	0	124										
	SUBTOTAL: COSTS	$0	$16,386	$1,720	$0	$3,240	$0	$2,660	$1,320	$0	$0		$25,326			$50,000	$50,000	$5,000	$1,300	$1,525	$7,825	$83,151
	TOTAL SERVICES: LABOR HOURS	56	286	268	174	178	180	260	208	284	92	1986		0								
	TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$14,672	$68,926	$56,330	$33,234	$28,836	$25,380	$34,560	$34,320	$37,772	$8,740		$342,790			$50,000	$50,000	$8,000	$11,400	$24,384	$40,784	$433,646
																				NMGRT (8.4375%)		$36,580

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

Contract Number?

Amount $ 477,282.00 of original Contract# pending 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: $ $ 910826.00

PURCHASING DIVISION
FEB 20 '20 PM1:54

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 -

[signature] CPO 2/25/20
Purchasing Officer Review

Comments or Exceptions: Deliverables/Quote? for $477,282 2/19-2/20? from Contractor.

7 **Funding Source:** Water CIP **BU/Line Item:** 5050395.572960
WTR1950528
Munis # 3200500

AJL 2/17/20 mg
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:

FEB 17 '20 PM12:54
RCVD BUDGET

PS002011

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	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet NOT attached 2/25/20
☒	☐	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☒	Other: _____

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

Department Rep Signature attesting that all information included

Ethan Conaway, CPO 2/25/20
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

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

*

PURCHASING DIVISION
FEB 20 '20 PM1:53

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

AWARD*

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

DISCLOSURES*

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

CONTRACT*

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

MISCELLANEOUS FILE*

YES	N/A	
☐	☒	Local Preference Form
☐	☒	New Mexico Residence Form
☐	☒	Veterans Exemption
☐	☒	Other: _____

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

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☒	Other: _____

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

YES	N/A	
☒	☐	**Original proposal (s) with no redactions** Not Attached - 2/25/20

Kristin Johansen, Water Division Engineer

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

ACORD®

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	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com
www.risk-strategies.com CA DOI License No. 0F06675	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6050490270	12/31/2019	12/31/2020	✓ PER STATUTE ✓ OTH-ER	Deductible: $0
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		6050490298	12/31/2019	12/31/2020	E.L. EACH ACCIDENT	$ $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000
D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2019	7/4/2020	Each Claim: Aggregate: Deductible:	$1,000,000 $1,000,000 $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 Fee 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

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53461185 | 119-20 CO-AL-GL-WC 19-20 EE (813X/SM) Debbie Richie | 1/7/2020 9:48:53 AM (PST) | Page 1 of 1

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
INSURED Carollo Engineers, Inc. 2795 Mitchell Dr. Walnut Creek CA 94598-1601	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 :

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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6050490270	12/31/2019	12/31/2020	✓ PER STATUTE ✓ OTH-ER	Deductible: $0
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		6050490298	12/31/2019	12/31/2020	E.L. EACH ACCIDENT	$ $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000
D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2019	7/4/2020	Each Claim: Aggregate: Deductible:	$1,000,000 $1,000,000 $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 Fee NM 87505

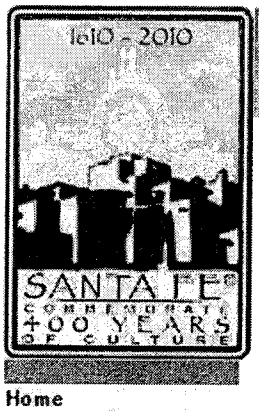
CANCELLATION

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

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Business Licenses

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Renew License
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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
PHOENIX AZ 85034

Date Opened:	01/16/2013	**Contractor Flag:**	
		Type of Ownership:	CP
Business Phone:	(714) 593-5100	**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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/13/2021

ISSUE NO. 7d

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/03/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

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.

Item#_____
Munis Contract# 3203114

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 a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
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:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
Santa Fe Watershed Association

NAME Andy Otto

Executive Director
TITLE

DATE: 24 November 2021
CRS# 02-477493-00-8
Registration # 224509

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 16, 2021 16:26 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 on 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.

Exhibit B

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

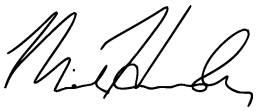
Sole Source Estimate

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. August 20, 2021	
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 (6th 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) **Task 8: Year-End Report** (summary of all task deliverables) **Tax:** **Total**	$1,000.00 / year $1,000.00 / year N/A per non-profit status **$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**

Fran Dunaway (Dec 3, 2021 13:30 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 (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 **FAX (A/C, No):** 505-983-9145 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company / 18058
INSURED Santa Fe Watershed Association 1413 Second St., Ste 3 Santa Fe NM 87505	**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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2252699	3/19/2021	3/19/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 20,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESSLIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE WATERSHED ASSOCIATION
DBA: SANTA FE WATERSHED ASSOCIATION

Business Location: 1413 SECOND ST
SANTA FE, NM 87505

CRS Number: 02477993008

Owner: SANTA FE WATERSHED ASSOCIATION

License Number: 224509

License Type: Business License - Renewable

Issued Date: June 02, 2021

Classification: Business Registration - Standard

Expiration Date: June 02, 2022

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

Document e-signed by Christine Chavez (cychavez@santafenm.gov)
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
2021-11-22 - 7:15:18 PM GMT

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2021-11-22 - 8:12:35 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-11-22 - 8:15:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-11-22 - 8:15:07 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-11-22 - 8:24:26 PM GMT- IP address: 104.47.65.254

Document e-signed by Shannon Jones (swjones@santafenm.gov)
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

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

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 SJ

From: Andrew Erdmann, Water Conservation Specialist PAE

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 **Date** Oct 13, 2021

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.

X	**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 **Date**
Purchasing Officer

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, **Date**
Purchasing Director
City of Santa Fe

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.

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

Andy Otto, Executive Director

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

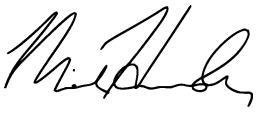
Sole Source Estimate

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. August 20, 2021	
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 (6th 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) **Task 8: Year-End Report** (summary of all task deliverables) **Tax:** **Total**	$1,000.00 / year $1,000.00 / year N/A per non-profit status **$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 on 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.

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/13/2021
ISSUE NO. 7e Request for approval of a Sole Source Contract with the Santa Fe Watershed Associated to provide Watershed Education to te 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/14/2021 Water Conservation Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: December 20, 2021

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

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

FROM: Michael Dozier, Wastewater Management Division Director MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Digester Project engineering contract with HDR pursuant to NMSA 1978 13-1-150B. 6 (a) (b). for Amendment #6, with an extension of time and funding in the amount of $125,000 plus nmgrt, to revise and complete the Digester Project co-generation grid connection design; Request approval of a BAR Budget Increase in the amount $135,547 from the WWMD Cash Balance. Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

The digester project has been on hold for completion. The City, contractors, and design engineers have been waiting for approval from Public Services of New Mexico (PNM) to connect the co-generation units to the electrical grid. During 2021 only minimal project work could be performed by HDR as the PNM review stopped project work. The connection plan is now approved by PNM. The final design and connection can now be completed by HDR so the contractors on the project can complete the task. Approval to HDR contract pursuant to NMSA 1978 13-1-150B. 6 (a) (b) to issue an Amendment #6 for an additional time period and increased compensation to complete the CIP project design. This contract will no longer be amended to increase compensation or extend the term after 12/31/22. The request for addition of one year to the contract is for design and follow through representing the city to completion of the install. Upon completion and testing HDR will also provide as-built drawings for records of design.

PROCUREMENT METHOD:
The procurement method is RFB 16/01/P 9/7/15

CONTRACT NUMBER:
The FY20 Munis contract number is 3200883.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Waste Water Management Division/500
Munis Org Name/Number: CIP/ 5000375
Munis Object Name/Number: WIP Design/572960
Project Ledger Number: WWM195000A

ACTION REQUESTED:
Wastewater Management Division, Engineering Section respectfully requests your review and approval for the HDR contract amendment #6 and the BAR in the amount of $135,547.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	12/21/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD Treatement Plant CIP	5000375	572960	WWM195000A	135,547	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 135,547	$ -

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

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract amendment

6 HDR

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(135,547)
TOTAL:	**(135,547)**

Maya Martinez 12/21/2021
Prepared By *{print name}* Date

Michael Dozier (Dec 21, 2021 08:59 MST)
Division Director Signature *{optional}* Date

Shannon Jones (Dec 21, 2021 09:01 MST) 12/21/2021
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551; #21-0178

AMENDMENT No.6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated 1/15/16 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

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

C. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended so that Exhibit “J”, attached hereto, is incorporated in the contract.

2. COMPENSATION.

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

compensation by a total of one hundred twenty five thousand dollars ($125,000) plus applicable gross receipts tax as described in Exhibit "J" attached hereto, so that Article 3, paragraph A reads in its entirety as follows: ,

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million three hundred seventy seven thousand nine hundred sixty two dollars and sixty four cents ($1,377,962.64), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to December 31, 2022, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2022 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.6 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:

Senior Vice President
NAME & TITLE

DATE: Dec 23, 2021

CRS# 02-154898-00-6
City of Santa Fe Business Registration
227005

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Andrea Salazar for MDM
Andrea Salazar for MDM (Dec 22, 2021 09:41 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5000375.572960 AH
Business Unit/Line AH

December 21, 2021

Mr. Mike Dozier
Division Director
Wastewater Management Division
City of Santa Fe, New Mexico
73 Paseo Real
Santa Fe, NM 87507

RE: Paseo Real Wastewater Treatment Plant Cogeneration Interconnection Design Modification

Dear Mr. Dozier,

HDR Engineering, Inc. (HDR) appreciates the opportunity to submit this professional engineering services proposal for the Paseo Real Wastewater Treatment Plant Anaerobic Digester (digester) Cogeneration System design modification. The proposal is based on recent discussions with City staff to modify the original Cogeneration electrical interconnection design based on City coordination with the Public Service Company of New Mexico (PNM).

Background

As you are aware, the digester and cogeneration project designed by HDR and constructed by Bradbury Stamm Construction (BSC) did not complete the final interconnection to the City's power system due to the timing with the City's ongoing coordination efforts with the electric utility, PNM.

The anaerobic digester cogeneration engines electrical design included in the digester improvements bid documents requires a design modification based on final coordination between the City and PNM. The original electrical design was based on interconnecting power from the cogeneration engines to the plant/low-voltage side of the power supply. The new design, as approved by PNM, requires interconnection to the PNM power supply or medium-voltage side of the incoming power supply.

The City contracted with Mechanical & Electrical Engineering, Inc. to facilitate coordination with PNM and develop an interconnection concept recommended by PNM. PNM recently approved the concept drawings, and the City has requested HDR complete the detailed design and have BSC complete the construction of the interconnection as a change order to the existing digester improvements contract.

As requested by the City, HDR will provide professional services to complete the required cogeneration electrical design modifications including project coordination, management, and engineering services during construction. A summary of the proposed scope of services is provided below.

Scope of Services

HDR will provide detailed design development of the cogeneration interconnection and extended engineering services during construction. The design will be completed as part of the existing digester project and will include coordination and review with BSC since they are already under contract. BSC will advise the City and design team regarding availability, delivery times and pricing for the proposed equipment and materials.

Project Management and Coordination

HDR will perform project coordination and management throughout the project which will include the following:

- Project administration
- Coordination with HDR team members, the City, and Contractor
- Change request, change order, and pay application review
- Design review meetings
- Monthly invoices

Design Development

The detailed design development will be based on the electrical interconnection schematic drawings prepared by Mechanical & Electrical Engineering, Inc. and will include the following activities:

- Conduct site visit with HDR's electrical engineer to make observations of the existing electrical systems to be modified and to meet with staff to determine project parameters. We request that staff be available at the time of our site visit to open gear, boxes and manholes so that we can take photographs and make observations.
- Design modifications to the existing electrical systems to connect the cogeneration engines, Paralleling Gear and 15kV Class Switches
- Provide electrical construction documents (drawings and supplemental specifications.)
- Provide modified electrical one-line diagram.
- Verify Generator Sizing and Load Analysis Calculations.
- Perform Limited Power Study to determine the new Short Circuit Ratings and Arc Flash at the modified electrical gear.
- Provide supplemental Division 26 specifications, as needed.
- HDR will prepare preliminary selective coordination and arc-flash studies and will specify that the contractor hire a 3rd party to complete final studies after construction using the actual as-built conditions. HDR will also specify that the contractor produce and apply the arc-flash labeling.

- Provide Preliminary design (60% progress) and Pre-Final (90% progress) design submittals by email in electronic PDF format. Review comments provided by the City and BSC will be reviewed and incorporated after each review submittal. Final design will incorporate applicable 90% City and BSC review comments.

Engineering Services During Construction

Following the completion of the design, HDR will assist the City during the construction of the proposed improvements which is estimated to be completed by the end of 2022. HDR will provide the following engineering services during construction:

- Review Contractor change order requests for the proposed electrical improvements and prepare one final change order.
- Attend up to 12 monthly virtual construction coordination meetings.
- Review up to 10 shop drawing submittals including up to one re-submittal.
- Review up to 2 RFIs.
- Attend 2 site visits during construction.
    - Intermediate site visit to make observations and generate intermediate punch list.
    - Final site visit to observe finished construction, commissioning results, as-left conditions and generate final punch list.
- Prepare Record drawings based on redlines and markups provided by the Contractor. The Contractor shall be required to provide "As-Built" drawing markups after construction has been completed. HDR will prepare a set of Record Drawings based on the "As-Built" markups received from the Contractor. HDR will provide a final set of Record Drawings to the City in electronic format (PDF).

Assumptions, Clarifications and Exclusions:

- The design modification will be completed as a field change to the existing digester and cogeneration contract plans and specifications. The existing project details and specifications for the anaerobic digester and cogeneration project will be used. HDR will only provide supplemental specifications for equipment and materials not already specified.
- Coordination and construction is anticipated to require the full calendar year of 2022 based on anticipated long lead times for materials and equipment based on on-going supply chain challenges.
- Electrical design will be based on the conceptual one-line diagram drawings by Mechanical & Electrical Engineering, Inc. Scope of services does not include development of multiple design solutions for value engineering or cost comparisons between alternates.

- It is assumed that the existing electrical distribution system has enough capacity to power loads of this project.
- Full-time construction observation is not included in the scope of services. Periodic site visits will be provided as described in the scope of services to confirm general conformance with the design.
- The Contractor will be responsible for procurement of all required materials and equipment required to complete the cogeneration interconnection, start-up and commissioning. Contracting and procurement are not included in the scope of services.
- The Contractor will participate in design development reviews. Multiple design solutions for value engineering or cost comparisons between alternates is not included in the scope of services.
- Final Electrical Coordination Study and Arc Flash Analysis will be the responsibility of the Contractor and electrical subcontractor.
- Scope of services does not include any upgrades, analysis, or modifications to existing offsite utilities.
- Scope of services does not include any cost estimating. The Construction contractor will provide pricing for the proposed improvements to the City.
- HDR's scope of services does not include applying for or obtaining any required construction permits. All required permitting shall be the responsibility of the Construction Contractor.
- Scope of services does not include lightning protection system.
- Operations support during system-start up, commissioning and demonstration periods is not included in the scope of services. System-start up and demonstration period testing will be performed by the Construction Contractor, equipment manufacturer/vendors, and City operations.
- Document control during construction is not included in the scope of services and shall be performed by the Construction Contractor.
- HDR will not control or have charge of, and will not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work which will be the responsibility of the Construction Contractor shall be responsible.
- The proposed design services and extended construction support does not include any warranty reviews, warranty claims, or warranty resolution.
- The proposed services and extended construction support does not include construction claims or associated dispute resolution

Estimated Fee

HDR proposes to complete the proposed scope of services for an additional lump sum allowance of $125,000 to our remaining contract fee for extended cogeneration construction, excluding New Mexico Gross Receipts Tax (NMGRT). Invoicing for the lump sum allowance will be completed monthly as a progress percentage based on actual costs.

Based on our discussions with the City and BSC, we would also request that our existing contract be extended through the end of the 2022 calendar year to complete the cogeneration interconnection.

Please do not hesitate to contact us at (505) 830-5400 if you have any questions or want to discuss further. We look forward to continuing our positive working relationship with the City.

Sincerely,
HDR Engineering, Inc.

Chris Rodriguez, PE
Managing Principal/Associate Vice President

Aaron Meilleur, PE
Senior Vice President / Area Manager

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200883

Contractor: **HDR Engineering Inc.**

Description: **Engineering Design and consulting Digester project**

PL# WWM195000A

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

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

☑ Approved by Council Date: **1/13/16**

Contract / Lease:

Amendment # **6** to the Original Contract / Lease # **16-0026**

Increase/(Decrease) Amount $ $125,000 plus nmgrt

Extend Termination Date to: **12/31/22**

☑ Approved by Council Date: **Pending**

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

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate

$722,528.14 Contract# 16-0026 Termination Date: 12/31/2017 Reason: Original Contract
$0.00 Amendment # 1 #16-0528 Termination Date:NA Reason: Correct Address and Contractor
$131,300.00 Amendment #2 #17-0056 Termination Date: 6/30/2018 Reason:Increase scope,comp, and term
$0.00 Amendment #3 #18-0611 Termination Date:6/30/2019 Reason:increase term
$223,385.00 Amendment #4 #19-0551 Termination Date: 6/30/2020 Reason:Increase scope, com
$175749.50 Amendment #5 #21-0178 term date 12/31/21

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

Fran Duraway (Jan 3, 2022 13:38 MST)

Purchasing Officer Review: Jan 3, 2022 Date:

Comment & Exceptions: Amend #6 to increase and complete ongoing project 13-1-150 B. (6) b. approval of Finance Admin. CFO

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

Andy Hopkins (Jan 3, 2022 09:43 MST)

Budget Officer Approval: Jan 3, 2022 Date:

Comment & Exceptions:

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

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HDR ENGINEERING INC
DBA: HDR ENGINEERING INC

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

CRS Number: 02154898006

Owner: JOSEPH COX

License Number: 227005

License Type: Business License - Renewable

Issued Date: January 26, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: January 26, 2022

Fees Paid: $10.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2021

6/1/2022

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES * **CERTIFICATE NUMBER:** 14728156 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2021	6/1/2022	PER CLAIM: $1,000,000 AGGREGATE: $1,000,000	

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

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

CERTIFICATE HOLDER

14728156
CITY OF SANTA FE, NEW MEXICO
ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR
2651 SIRINGO ROAD, BUILDING H
SANTA FE NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HDR Engineering Inc.

Procurement Title: Consultant Serylces for Paseo Real Wastewater Treatment Plan Anaerobic Digester Project
Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Public Utilities Dept WWMD Staff Name Mike Dozier

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Mike Dozier	Michael Dozier (Dec 21, 2021 08:59 MST)	Wastewater Management Division Director	12-21/21
Department Rep Printed Name (attesting that all information included)		Title	Date
Fran Dunaway (Jan 3, 2022 13:38 MST)		Chief Procurement Officer	Jan 3, 2022
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
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

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

C. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

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

2. COMPENSATION.

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

compensation by a total of one hundred seventy five thousand seven hundred forty nine dollars and fifty cents ($175,749.50) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million two hundred fifty two thousand nine hundred sixty two dollars and sixty four cents ($1,252,962.64), plus applicable gross receipts taxes.

3. TERM.

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

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

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2021

CONTRACTOR:
HDR ENGINEERING, INC.

Aaron Meilleur

NAME & TITLE Vice President

DATE: Apr 1, 2021

CRS# 02-154898-00-6
City of Santa Fe Business Registration
15-00003460

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

XIV

GB MTG 04/28/2021

CITY ATTORNEY'S OFFICE:

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

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero Assistant Finance Director
Alexis Lotero Assistant Finance Director (May 14, 2021 10:35 MDT)

MARY MCCOY, FINANCE DIRECTOR

5000375.572960 AL
Business Unit/Line AL

HDR #5

Exhibit I

Scope of Services

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

The extended construction duration to date includes the following activities

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

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

- Digester start-up plan development and operations support including field support from HDR certified operators, review of data, and coordination meetings, and design modifications for digester gas has supports
- Site civil design revisions and coordination
- Cogeneration power electrical revisions including review of PNM related design concepts and alternate power sources for cogeneration electrical panels
- Cogeneration gas supply coordination and design modifications

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

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

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

Assumptions, Clarifications and Exclusions:

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

Fee Summary

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

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

ITEM # 16-0026

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

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

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

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

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

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

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

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

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

13. INDEMNIFICATION

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

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age,

religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE, Suite 9500
Santa Fe, NM 87110

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work
Exhibit B – Project Schedule
Exhibit C – Fee Schedule
Exhibit D – Insurance Certificate

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 11/5/16

CONTRACTOR:
HDR ENGINEERING, INC.

NAME AND TITLE DAVID SKINNER AREA OPERATIONS MANAGER/ VICE PRESIDENT

DATE: 2/16/16

CRS# 02-154898-00-6
City of Santa Fe Business
Registration # 15-00003460

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/13/16

APPROVED AS TO FORM:

11/16/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

1-20-2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

Part A - Further Description of Basic Services

The basic scope of services described in this exhibit will be provided for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of 2 new anaerobic digesters and associated equipment building to provide sludge treatment that will meet the City's (Owner) NPDES permit Class B sludge requirements. HDR Engineering, Inc.(Engineer) will provide all necessary disciplines to meet all local, federal, state Codes. The intent is to provide a sludge facility that will consist of the following main elements:

- Two concrete tanks capable of treating 65,000 gallons of thickened waste activated sludge per day
- Floating covers
- Equipment building for associated sludge treatment equipment that will blend with existing architectural style at the treatment plant
- The main anaerobic digester equipment will consist of the following:
    - Sludge transfer pumps
    - Recirculating sludge pumps and grinders
    - Hot water boiler and associated equipment with capability to use digester methane gas
    - Sludge mixing equipment
    - Heat exchanger
    - Hot water pumps
    - Digester flare
- Telemetry and Supervisory Control and Data Acquisition (SCADA) capability

The required sludge facility elements, types, and sizes will be determined as part of design related activities including active dialogue and collaboration with Wastewater Management Division Staff. Appropriate system redundancy will also be incorporated in design efforts to allow units to be taken out of service and maintain operation of the digester facility.

The following is a summary of the project tasks that will be completed as part of the scope of services:

1. Project Management Work Plan, Meetings, Coordination, and Project Management
2. Pre-Design
3. Conceptual Design (30%)
4. Preliminary Design (60%)
5. Pre-Final Design
6. Final Design
7. Bidding
8. Construction Management

A more detailed description of the activities associated with these tasks is included below.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

1. Project Management Work Plan, Meetings, Coordination, and Project Management

This task consists of the overall management of the project and will include: development and implementation of a project management plan; management of the project goals and objectives; monitoring and control of the project scope of work, budget, and schedule; management and coordination of HDR resources including staff scheduling; implementation of HDR's QA/QC program consisting of quality control reviews of all technical deliverables by senior technical staff; and preparation of monthly invoices and associated monthly progress reports.

The Project Management Plan will be developed in collaboration with the project stakeholders by preparing a DRAFT Work Plan for review and comment and a Final Work Plan that incorporates applicable review comments. The Project Management Plan will include the following:

1. Project description, summary of work and deliverables, project schedule
2. Project team, organization, and responsibilities
3. Communication protocols, documentation, meetings and workshops
4. Summary of approach to complete project
5. Summary of Quality control plan
6. Summary of project accounting and administration

Coordination efforts will also consist of verbal and written correspondence with the City of Santa Fe throughout the project including monthly coordination meetings by conference call or meetings in person throughout the duration of the project. A monthly summary of activities will be included with monthly invoicing.

2. Pre-Design Phase - Basis of Design:

The initial phase of the project design will consist of establishing the basis of design in collaboration with City staff. This task will also consist of completing a geotechnical analysis and survey that will be required to complete subsequent design tasks. The geotechnical investigation and survey will be completed during this phase of the project based on the digester site location identified by the City. The following is a summary of the activities for this task:

1. Prepare Basis of Design Technical Memorandum
2. Conduct Geotechnical Investigation
3. Conduct Design Survey

2.1. Geotechnical Investigation

HDR's geotechnical subconsultant will conduct a geotechnical investigation for the new digester facility to determine subsurface conditions required for structural design and construction recommendations. The geotechnical investigation will involve a review of all available geotechnical investigations from previous projects at the treatment plant and completion of an on-site investigation. The geotechnical services include:

a. Drilling exploratory borings at the proposed digester facility location identified by the City. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 5 borings will be installed at a depth from 40 to 70 feet and the actual depths may vary depending on field conditions and final depth of planned infrastructure.
b. Findings will be summarized in a geotechnical report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction.

2.2. Design Survey

HDR's survey subconsultant will complete a survey that will include topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

2.3. Basis of Design Technical Memorandum (TM)

This task will consist of establishing design criteria for the new digester facility through active dialogue and collaboration with City staff. This task will consist of the following activities:

a. Review and evaluation of historical operations data including thickened sludge flows and performance characteristics of the existing digesters including volatile suspended solids destruction and detention time
b. Process analysis using historical operations data to determine recommended digester sizing including estimated gas generation rates
c. Evaluation of operational procedures for solids handling
d. Evaluation of proposed site location and other location alternatives. This will include design considerations such as the demolition of the existing abandoned clarifier structure, location of existing yard piping, and potential corridors for new process and utility piping. Conceptual architectural elevations of the new facility will also be evaluated to match existing architecture.
e. Complete site civil and storm drainage evaluation and recommendations
f. Perform hydraulic calculations required to determine design considerations for the location and depths of the proposed digesters and equipment building with consideration of maximizing gravity flow if possible.
g. Identify and evaluate digester mixing alternatives
h. The City has identified floating covers as a requirement but HDR will also complete an evaluation of fixed and floating covers to document the proposed cover configuration. Evaluate equipment alternatives and select preferred alternative. Obtain manufacturer's information and data sheets for major equipment items. Establish design and performance criteria and select equipment. Review options and select materials of construction.
i. Perform preliminary mechanical, electrical, and structural calculations required for the design of the facility.
j. Develop preliminary opinion of probable construction cost and probable annual operations and maintenance costs.
k. Evaluation of alternatives for the use of digester methane gas including a fuel source for the boiler and the possibility of power generation
l. Evaluation of options to mitigate a corrosive environment for equipment. In areas where a harsh corrosive environment cannot be mitigated then the appropriate selection of material and equipment to function and withstand the environment will be specified
m. Evaluate equipment monitoring and process control options to determine required instrumentation and control (I&C) and SCADA capability.

The activities above will be summarized in a technical memorandum (TM). The TM will include the following sections:

1. Design Objectives and Criteria
2. Applicable Codes and Regulation
3. Hydraulic Analysis
4. Digester Covers

5. Digester Mixing
6. Digester Heating Boiler System
7. Architectural/Structural Approach
8. Electrical
9. I&C
10. Summary Cost Estimate
11. Appendices: Equipment Data Sheets and Applicable Design Calculations

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

Deliverables: DRAFT and Final TM

3. 30% Conceptual Design

This task will consist of developing the design based on design criteria established in the Pre-Design phase. This will include the following tasks:

a. Preparation of conceptual drawings that will incorporate survey mapping and include:
b. Preliminary Site Plan
   1) Preliminary Yard Piping Plan
   2) Preliminary Primary Clarifier Demolition Plan
   3) Preliminary Digester and Building Layouts
   4) Preliminary Process and Instrumentation Diagrams (P&ID)
c. Geotechnical investigation report
d. Outline of anticipated Technical Specifications
e. Budget-level opinions of probable construction cost
f. City review and approval

4. 60% Preliminary Design

Upon approval and direction from City Staff, HDR will prepare a 60% submittal that incorporates the 30% review comments and will include the following:

a. Preliminary Construction Plans that will include the following:
   1) Site Civil and Utility Plans
   2) Process Plans
   3) Structural Plans
   4) Architectural Plans
   5) Mechanical Plans
   6) Electrical Plans
   7) Instrumentation and Control Plans
b. Preliminary Technical Specifications that correspond to CSI Division 16 format and relevant City specifications including preliminary construction sequence and proposed coordination with plant operations.
c. Opinion of probable construction cost
d. City review and approval

5. Pre-Final Design

Upon approval and direction from City Staff, HDR will prepare a 90% submittal that incorporates the 60% review comments and will include the following:

a. Detailed Construction Plans that will include the following:
   1) Site Civil (Grading and Drainage) and Utility Plans and Details
   2) Detailed Piping plans and profiles
   3) Process Plans and Details
   4) Structural Plans and Sections

5) Architectural Plans, Sections, Elevations, Schedules, and Details
6) Mechanical Plans, Schedules, Sections, and Details
7) Electrical Plans, One-line diagrams, schedules, and details
8) Instrumentation and Control Plans

b. Detailed Specifications consisting of Technical specifications and relevant City specifications to be included in Construction Contract Documents
c. City review of Construction Contract Documents
d. Refine Opinion of Probable Construction Cost
e. City review and approval

6. Final Design Phase (Plans, Specifications and Estimate Phase)

Upon approval and direction from City Staff, HDR will prepare a Final submittal that incorporates the review comments and will include the following:

a. Final Plans and Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

7. Bid Phase

This task phase will consist of assisting the City with bidding and will include the following activities:

a. Assist City with preparation of bid advertisement
b. Prepare pre-bid meeting agenda and attend pre-bid meeting
c. Prepare pre-bid meeting minutes
d. Answer questions from potential bidders regarding bidding documents
e. Prepare addenda
f. Attend bid opening
g. Tabulate bid results and prepare recommendation

Bid advertisement will occur electronically using the City's website with technical bidding documents (plans and specifications) being provided by HDR in electronic (PDF) file format. 10 hard copies of the bidding documents will also be provided.

8. Construction Management

This task will consist of assisting the City with construction administration services during construction activities and will include the following activities:

a. Engineer will conduct and lead the pre-construction conference
b. Engineer and resident project representative (RPR) will attend weekly construction meetings for a 9 month construction duration
c. Engineer will conduct weekly site visits for a 9 month construction duration on the same day as weekly construction meetings to perform general field oversight of Construction Contractor's (Contractor(s)) work while it is in progress.

1) Such visits by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general oversight of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and oversight, Engineer will determine in general if the Work is proceeding in accordance with the

Contract Documents, and Engineer shall keep Owner informed of the progress of the Work

2) The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such general oversight of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. The Engineer shall not responsible for Contractor's failure to furnish or perform the Work, or any portion of the work, in accordance with the Construction Contract Documents.
3) Engineer or RPR will reject Work if, on the basis of Engineer or RPR's oversight, Engineer or RPR believes that such Work (a) is defective under the standards set forth in the Construction Contract Documents, (b) will not produce a completed Project that conforms to the Construction Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. However, neither Engineer's or RPR's authority to reject Work nor Engineer's or RPR's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer or RPR to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

d. Provide the services of a full-time RPR for a 9 month construction duration.

1) The RPR will oversight the progress and quality of the work being completed by the construction contractor to determine if the Work is proceeding in accordance with the Construction Contract Documents and provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer or RPR shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall the RPR or Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) shall not be responsible for Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents,

e. Engineer will provide any necessary written clarification and interpretation relevant to questions or requests for information (RFIs) regarding the design and specifications during construction.

f. Engineer will prepare field orders, if required, authorizing design adjustments for minor variations of Construction Contract Document requirements.

1) Review all change order requests. Individually price all requests and compare contractor request. Facilitate successful negotiation of change orders; prepare change order documents.
2) Engineer will analyze and facilitate correction of design changes resulting from unforeseen or undisclosed field conditions, as well as revisions requested by Wastewater Management Division or Designer before they become critical to schedule.
3) RPR and Engineer will compile and update a report to Wastewater Management Division documenting all contract changes and costs to so that Wastewater Management Division has current information of total construction costs and budget allocation.

g. The Engineer will review and approve material and shop drawing submittals provided by the Contractor as required by the Construction Contract Documents to complete Contractor's work. Reviews will be completed for conformance with information given in the Construction Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto and will not relieve the Contractor from completing an independent review to make sure the installed system conforms to the Construction Contract Documents.

1) RPR will use Schedule of Shop Drawings and Submittals required to be submitted by Construction Contractor to develop and manage a tracking system.
2) RPR will collect all material and equipment shop drawings and submittals in electronic file PDF format and maintain a log of all material and equipment shop drawings and submittals including all relevant comments and dates to document Contractor submittal date, engineer review and comment date. One hard copy of the shop drawings and submittals will be provided by the Contractor as part of Construction Contract Documents.

h. The Engineer will review all change orders or change directives as required and make recommendations for approval or rejection.

i. The Engineer will assist with claims review resulting from disagreements between the Owner and Engineer with the Contractor and make formal written decisions denying or approving claims relating to acceptability of Contractor's work or interpretations of the requirements of the Construction Contract Documents pertaining to the execution, performance, or progress of Contractor's work. Claims assistance will not include any activities associated with any legal action that may result between the Owner and the Contractor resulting from a claim. Activities associated with legal action between the Owner and Contractor resulting from a claim will require the negotiation of additional scope and fee to be completed as an additional service.

j. The Engineer and RPR will review and approve monthly progress payments requests by the Contractor.

1) Engineer will verify New Mexico Gross Receipts taxes for construction are at correct rate and accurately computed.

2) Engineer and RPR review and approval of payment recommendations will be in writing and will constitute Engineer's and RPR representation to Owner, based on such observations and review, that, to the best of Engineer and RPR knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents)
3) Neither Engineer's or RPR review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

k. Engineer will prepare as-built (Record) drawings based on Contractor provided redline record drawings.
l. RPR will manage and maintain construction files including contractor construction material and shop drawing submittals, progress payments, change orders, and claims.
m. RPR will maintain all required construction management documentation in RPR field office. The RPR field office will be located in the Contractor construction trailer, which will be a condition of the Construction Contract Documents.
n. RPR and Engineer will receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values and make recommendations for revision and approvals.

1) RPR and Engineer will review and analyze Contractor's progress against original or updated construction schedule, comparing actual progress with scheduled activities and duration and advise the Owner and Contractor of need to update schedule.

o. Engineer will assist the City with obtaining, reviewing, and compiling all Construction Document forms, including signed Contracts, Contractor's insurance certificates and other relevant documents, required for execution of the Construction Contract. RPR will maintain executed Construction Contract Documents on file at the Wastewater Management Division including Contractor Notice to Proceed.
p. Engineer and RPR will conduct and lead weekly construction progress meetings to jointly discuss matters of procedures, progress, problems and scheduling; distribute meeting minutes within two working days after construction progress meeting.
q. RPR will document construction progress with digital photographs and videos (as needed), posting in electronic file library with backup of photo documentation in CD. RPR

will review photo documentation with Wastewater Management Division's professional staff on a monthly basis.

r. RPR will coordinate with the Owner and Contractor for all testing requirements. Both during construction and start-up.

1) RPR will coordinate quality control testing by third part Geotechnical company hired by Contractor.

s. RPR will provide weekly review and oversight of Contractor's record drawings to make sure the Contractor is updating and recording accurate information.

t. RPR will prepare a daily progress report to summarize construction activities completed. RPR will also provide a monthly progress report Wastewater Management Division that summarizes activities for previous month including progress of construction activities, resolved issues, decisions, disputes, claims, Contractor payments, remaining budget, change orders; Test Reports, material certifications, and other relevant information.

u. Engineer and RPR will assist the City with the coordination and scheduling of Construction Contract Document equipment start-up testing and will attend testing to provide oversight of start-up activities.

1) Engineer and RPR will coordinate all training with plant operations, engineers, contractors and equipment manufacturers.

v. Engineer and RPR will conduct a final construction field review and prepare punch list

w. Engineer will attend one-year warranty review and prepare summary documentation and this will be considered incidental to completion of construction management activities.

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

TASK	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
Preliminary Design (Basis of Design, Concept, Preliminary and Pre-Final)	195	8/14/16
Final Design	45	10/01/16
Bidding	90	12/30/16
Construction Administration	304	10/30/17

*Estimated completion dates are based on assumed Notice to Proceed dates of 2/01/2016 for design and 1/03/2017 for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 17 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Plant Digester Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
1	Project Management	$52,676.33
2	Pre-Design	$79,085.98
3	Conceptual Design	$68,419.53
4	Preliminary Design	$100,450.72
5	Pre-Final Design	$61,982.04
6	Final Design	$54,710.18
7	Bidding	$23,369.03
8	Construction Management	$281,834.33
	Total Excluding NMGRT	$722,528.14

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ITEM # 16-0528

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#16-0026

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. NOTICES

Article 22 is amended to revise the address, so that Article 22 reads as follows:

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE Suite 9500
Albuquerque, NM 87110

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 5/29/2016

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE Peter Brakenhoff, P.E. Vice President

Date: 06/13/16

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK mb

APPROVED AS TO FORM:

5/19/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

5-24-2016 AM for AS

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960
Business Unit/Line Item

ITEM # 17-0056

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended so the language included in Exhibit "E", Exhibit "G", all attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thirty one thousand three hundred dollars ($131,300), plus applicable gross receipts tax as described in Exhibit "F" attached hereto and incorporated herein, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed eight hundred fifty-three thousand eight hundred twenty-eight dollars and 14/100's ($853,828.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 1/30/17

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
David Skinner, Area Operations Manage

DATE: 2/14/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/25/17

APPROVED AS TO FORM:

12/16/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

52468.572960
Business Unit/Line

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

Part A - Description of Basic Design Services

The basic design scope of services described in this exhibit will be provided as supplemental scope of services for the existing HDR Engineering, Inc. contract for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of a modular pre-packaged type cogeneration system that will use digester biogas to generate a combination heat and power (CHP) system as a renewable energy source. The CHP system will generate both electrical and thermal energy to supplement the available power at the WWTP and meet heating needs for the new digester facility. The new pre-packaged cogeneration system will include the following main components:

- Pre-fabricated metal enclosure
- Engine fueled by digester generated methane gas (biogas)
- Recovery and Waste Heat Rejection Equipment
- Supervisory control and data acquisition (SCADA) control system
- Electrical system

The CHP system will also require a gas cleaning system to remove any impurities from the biogas prior to entering the CHP system.

HDR will provide professional engineering services to modify the current Anaerobic Digester Project 90% progress drawings and technical specifications to incorporate the pre-packaged cogeneration system.

The following is a summary of the project tasks that will be completed as part of the amendment:

1. Project coordination
2. Basis of Design
3. Preliminary Design
4. Final Design
5. Engineering services during construction

A more detailed description of the activities associated with these tasks is included in the following sections.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

1. Project Coordination

This task consists of additional coordination efforts required to incorporate the cogeneration project in the Anaerobic Digester Project. Coordination efforts will include the following:

- Design concept coordination meetings (3 meetings)
- Design review meetings (2 meetings)
- Verbal and written correspondence with the City of Santa Fe throughout the project
- Coordination with PNM regarding electrical interconnection requirements

2. Basis of Design:

This task will include completing a more detailed analysis and evaluation of the following items for the WWTP, which will be used as the basis of design for the cogeneration system:

- Biogas production, storage, and use
- Biogas quality
- Biogas treatment needs
- Power needs
- Digester system heating needs
- Existing electrical and natural gas use and associated costs

The additional analysis will be used to develop design criteria for the cogeneration system and this will be incorporated in the existing Digester technical memorandum (TM) as supplemental information. The following activities will be included in this task:

1. Review and evaluation of digester historical operations data focused on biogas production and natural gas usage
2. Review and evaluate historical electrical use data and associated costs
3. Evaluation of potential site locations adjacent to or near the proposed digester facility
4. Develop sizing calculations for the engine generator
5. Evaluation of engine size options with redundancy considerations
6. Review of biogas quality analysis, which will be obtained by HDR as detailed in Task 7b under special services, for consideration of gas cleaning alternatives
7. Identify and select biogas treatment alternatives
8. Evaluate storage requirements with engine operation
9. Develop preliminary opinion of probable construction cost

The activities above will be summarized in a technical memorandum (TM). The TM will include the following:

1. Process flow diagrams
2. Mass/Thermal balance calculation results
3. Sizing and location alternatives
4. Preliminary process and instrumentation diagrams and control strategies
5. General arrangement drawings
6. Preliminary equipment data sheets
7. Preliminary equipment cost estimates

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

3. 60% Preliminary Design

This task will consist of developing the cogeneration system design based on design information established in the basis of design task. This task will include the following activities:

1. The cogeneration system will require a modification to the following existing digester drawings, which will also include new drawings with sufficient detail to graphically show the scope, extent, and character of the work to be performed by the construction contractor. The drawings for the preliminary design will include the following:
   1) Modified digester process schematic drawings
   2) Modified digester site civil and yard piping plans and enlarged area plans for
   3) Modified digester mechanical process plans
   4) Modified digester structural plans for biogas treatment system and pre-packaged cogeneration system
   5) Modified digester mechanical plumbing plans
   6) Modified electrical plans
   7) Modified instrumentation and control drawings including biogas cleaning system process and instrumentation diagrams
   b. Preliminary technical specifications
   c. Opinion of probable construction cost
   d. City review and approval

4. Final Design Phase

HDR will prepare a final design that incorporates City review comments from the preliminary design progress submittal and will include the following:

a. Final Plans and Technical Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

5. Bid Phase

This task phase will consist of assisting the City with answering any questions from potential bidders regarding elements related to the cogeneration system including the biogas cleaning system. Responses to questions specific to the system will be included in overall Digester Addenda.

6. Construction Management

This task will consist of additional assistance to the City with construction administration services during construction activities required for the new cogeneration system and biogas cleaning system. The additional effort for this task will be focused on responding to requests for information (RFIs), review of material and shop drawing submittal reviews, and preparation of record drawings.

7. Special Services

HDR Engineering Inc. will provide the following special services in addition to the basic design services.

a. Supplemental Geotechnical Investigation

HDR's digester project geotechnical subconsultant will conduct a supplemental geotechnical investigation in the selected cogeneration location to determine subsurface conditions required for structural design and any related construction recommendations. The geotechnical services include:

1. Drilling exploratory borings at the selected location of the cogeneration and gas cleaning systems. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 3 borings will be installed at a depth up to 20 feet and the actual depths may vary depending on field conditions and estimated weights of the pre-packaged cogeneration system and air treatment system.
2. Findings will be summarized in a supplemental geotechnical letter report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction

b. Gas Quality Analysis

Biogas samples from the existing digester and associated laboratory analysis will be required to determine the quality of the gas as part of evaluating the biogas cleaning requirements for the new cogeneration system. HDR will prepare a gas sampling plan outlining the gas collection process and testing methods. HDR will collect duplicate gas samples and obtain lab analysis of the samples. This task will also include coordination with the lab and City staff as part of the sample collection efforts.

8. Contingency Services

HDR Engineering Inc. will provide the following services on a contingency basis and be completed only if authorized by the City of Santa Fe.

a. Supplemental Gas Quality Analysis

This task will consist of any additional biogas sampling and analysis in the event it is needed.

b. Air Quality Permitting

The City of Santa Fe will be responsible for preparing air quality permit applications and obtaining and air quality permit for the operation of the cogeneration system. If needed, HDR will provide permit assistance by providing regulatory agency coordination with the NMED Air Quality Bureau and providing supporting technical information including anticipated air emissions from the cogeneration and gas cleaning system and drawing exhibits that may be required as part of the permit application.

c. Supplemental Survey

It is assumed that existing survey information and drawings can be used for the cogeneration design and additional surveying is not anticipated. If needed, HDR's surveyor for the digester project will conduct supplemental topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

EXHIBIT F – Fee Schedule
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E- Supplemental Services will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
	Basic Design Services:	
1	Project Coordination and Meetings	$8,000
2	Basis of Design	$13,000
3	Preliminary Design	$50,000
4	Final Design	$21,000
5	Bidding	$3,000
6	Construction Management	$15,000
	Subtotal 1 (Basic Design Services)	**$110,000**
	Special Services:	
7a	Geotechnical Investigation	$5,000
7b	Biogas quality analysis	$5,000
	Subtotal 2 (Special Services)	**$10,000**
8	***Contingency Services:***	
8a	Supplemental Biogas Quality Analysis	$3,000
8b	Air quality permitting	$4,500
8c	Survey	$3,800
	Subtotal 3 (Contingency Services)	**$11,300**
	Total Excluding NMGRT	**$131,300**

DRAFT-Rev 5

EXHIBIT G – SCHEDULE
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E will be completed 80 working days after receiving Notice to Proceed from the City. A summary of the anticipated schedule is outlined below.

TASK	SCHEDULE (working days)
Basis of Design	30
Preliminary Design	30
Final Design	20

ITEM # 18-0611

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the

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

CITY OF SANTA FE:

CITY MANAGER

DATE: 6/16/18

CONTRACTOR:
HDR ENGINEERING, INC.

Area Operations Manager, SVP
NAME & TITLE

DATE: 6/1/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY 6/24

APPROVED:

FINANCE DIRECTOR

52468.572960
Business Unit/Line

ITEM # 19-0551

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0026, #17-0056, #18-0611

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

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

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred twenty three thousand three hundred eighty five dollars ($223,385) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed one million seventy seven thousand two hundred thirteen dollars and fourteen cents ($1,077,213.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/1/19

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
DAVID SKINNER, Senior Vice President

DATE: 6/27/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6.26.2019

APPROVED AS TO FORM:

5/21/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit/Line

MARTINEZ, MAYA F.

From: DUNAWAY, FRANCES A.
Sent: Saturday, December 11, 2021 12:01 PM
To: MARTINEZ, MAYA F.
Cc: DOZIER, MICHAEL L.; JONES, SHANNON W.; MCCOY, MARY T.; LOTERO, ALEXIS C.; MARTINEZ, MARCOS D.
Subject: RE: HDR #6mmc

Hi Maya,
It would be best to do one amendment for both. (Marcos, do you concur?)

Also, ensure that the vendor provides a letter of explanation as well (what is the reason for the project going beyond 4 years? What are issues they are experiencing? Etc..) Thank you.

Respectfully,

Fran Dunaway, CNMB, CPO
Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded." A. Lincoln

---

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Friday, December 10, 2021 9:59 AM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: Re: HDR #6

Thank you Fran.
We are just taking term now so that it doesn't lapse. But we will need to increase the comp. I'm hoping we can get that amount from the contractor soon. Will that be a problem to take the comp in January?
I've asked mike to see if we can get that number now and include it but not sure we will make it for January deadlines.

From: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Sent: Thursday, December 9, 2021 4:28 PM
To: JONES, SHANNON W. <swjones@santafenm.gov>; MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: RE: HDR #6

Good afternoon All,

I just finished reviewing the documents attached for this 2nd. request to extend the term and increase compensation again for a professional services contract issued 12/31/2016 (4 years) for design &

engineering project management, consulting services & construction oversight to complete a construction project. Amendment #5 was issued in 4/2021 pursuant to NMSA 1978 13-1-150B. 6 (a) (b). In order to issue an Amendment #6 referencing the same section of the Procurement Code for an additional time period and increased compensation to complete the CIP project, please ensure to provide a justification memo and include this contract will no longer be amended to increase compensation or extend the term of 12/31/22 and must be signed by the Director of PUD, Chief Financial Officer/Finance Director and City Manager when submitting the contract packet for eSig approvals. Thank you.

Respectfully,

Fran Dunaway, CNMB, CPO
Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov
"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded." A. Lincoln

---

From: JONES, SHANNON W. <swjones@santafenm.gov>
Sent: Thursday, December 9, 2021 3:42 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: Re: HDR #6

Thanks you. Please keep these in place because we will need to pay the PM and contractor or the connection of the co-generation station.

Shannon Jones
City of Santa Fe
Public Utilities Department Director
(505)955-4267
swjones@santafenm.gov

From: JONES, SHANNON W.
Sent: Thursday, December 9, 2021 3:23:32 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: RE: HDR #6

Has this been completed?

Shannon Jones
City of Santa Fe
Public Utilities Department Director
505-955-4267
swjones@santafenm.gov

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Thursday, December 9, 2021 12:10 PM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; JONES, SHANNON W. <swjones@santafenm.gov>
Subject: RE: HDR #6
Importance: High

Good afternoon Fran & Marcos,
If possible can either of you give us direction or approval on this amendment. We are coming up on the expiration, as well as cutting it close to not having an option available to us. The construction contract with Bradbury Stamm, that goes along with this will go to committee and is pending Budget and Purchasing's signature.

We are looking to you for your review and approval of the attached contract amendment, extending term for 1 year. The contract expires on 12/31/20, and it is a PSA, for Engineering, Construction Management and Project Management. The contract was awarded in 2016 and this will take it over the 4 years. We are currently extending the construction contract with Bradbury Stamm for an additional year.
We would like your approval to extend this contract, as it is tied to the Construction Contract.
If that is not possible, can you advise us in what we can do to continue with the construction and project/construction management, so that we can complete this project?
We are running in to a time issue as this expires at the end of the month and there are few meetings to review and approve this packet.
Thank you.

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MAYA F.
Sent: Wednesday, December 8, 2021 8:52 AM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

Good morning Fran.

Following up on this contract? Please advise as to what route we can or should take to keep the project going.
Thanks
m

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MAYA F.
Sent: Monday, December 6, 2021 2:22 PM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: FW: HDR #6
Importance: High

Good afternoon Fran.
We are looking to you for your review and approval of the attached contract amendment, extending term for 1 year. The contract expires on 12/31/20, and it is a PSA, for Engineering, Construction Management and Project Management. The contract was awarded in 2016 and this will take it over the 4 years. We are currently extending the construction contract with Bradbury Stamm for an additional year.
We would like your approval to extend this contract, as it is tied to the Construction Contract.
If that is not possible, can you advise us in what we can do to continue with the construction and project/construction management, so that we can complete this project?
We are running in to a time issue as this expires at the end of the month and there are few meetings to review and approve this packet.
Thank you.

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: ROMERO, IRENE K. <ikromero@santafenm.gov>
Sent: Monday, December 6, 2021 2:09 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>

Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

Hi Maya: I would like purchasing to chime in. If they say it's ok, we can possibly approve. Also, why can't we do an emergency procurement?

Irene Romero
Administrative Manager
City Attorney's Office
200 Lincoln Avenue
Santa Fe, NM 87504
505-955-6512

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Monday, December 6, 2021 2:03 PM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

Marcos
We can't have one without the other (Bradbury Stamm and HDR). What can we do to extent them or to keep them on with the project till its complete?

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MAYA F.
Sent: Monday, December 6, 2021 1:49 PM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

But this is tied to the construction contract because of the project management.
m

Maya Martinez
Fiscal Administrator
Public Utilities Department

City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Monday, December 6, 2021 1:48 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: Re: HDR #6

Professional Service, like Engineering Services, are limited to 4 years. Construction and general services can be extended to 10 years.

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Monday, December 6, 2021 1:43 PM
To: ROMERO, IRENE K. <ikromero@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

But wouldn't this fall under this?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Tuesday, November 23, 2021 2:45 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Subject: Re: term extension

A multi-term contract for items of tangible personal property, construction or services except for professional services, in an amount under twenty-five thousand dollars ($25,000), may be entered into for any period of time deemed to be in the best interests of the state agency or a local public body not to exceed four years; provided that the term of the contract and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting. If the amount of the contract is twenty-five thousand dollars ($25,000) or more, the term shall not exceed ten years, including all extensions and renewals

NMSA 1978 § 13-1-150.

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271

Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: ROMERO, IRENE K. <ikromero@santafenm.gov>
Sent: Monday, December 6, 2021 1:39 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: FW: HDR #6

Hi Maya: We are going beyond the four years? See email below.

Please advise.

Irene

From: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Sent: Tuesday, March 23, 2021 1:53 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; TAPIA, JIMMY P. <jptapia@santafenm.gov>; CATANACH, YODEL O. <yocatanach@santafenm.gov>; LOTERO, ALEXIS C. <aclotero@santafenm.gov>
Cc: JONES, SHANNON W. <swjones@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: RE: RE-FW: HDR #5

Hi All,
In reviewing the attached packet this contract has expired as of June 30,2020. The memo from the department indicates that services stopped March of 2020 due to Covid19 pandemic. However, the letter from the contractor attached indicates: "that they have continued to do work based on good faith, verbal conversations and emails with the City as well as understanding a contract amendment for the work done will be processed at a later date".
Here is the timeline for this expired contract that was issued from a Construction Request for Bid (RFB) processed in 4/2015 or 9/17/15? and awarded January of 2016.

- **Contract** issued **January 15, 2016- shall terminate 12/31/2017** (unless sooner pursuant to Article 6 below) year one (1)
- **Amendment 1** issued **May 29, 2016** "revise address" – year one (1)
- **Amendment 2** issued January 30, 2017 " add Exhibit E, increase compensation & extend term ***expired 12/31/2017***: **1/1/2017 – 6/30/2018** (1yr. & 6 months) **year two (2) – 6 additional months**
- **Amendment 3** issued 6/16/18 "extend term" ***July 1, 2018 – June 30, 2019*** year three (3) 3years and 6 months. There is only 6 months remaining in this contract. However:
- **Amendment 4** issued July 1, 2019 "add Exhibit H" (where are exhibits F & G?, last exhibit added with an amendment is E?) increase compensation and extend the term ***July 1, 2019 – June 30, 2020***- the contract should have only been extended through December 31, 2020. 4 yrs. when including the additional 6 months it was extended in 2017.
- **Amendment 5** issuing **March 2021- "**add Exhibit I, compensation and extend through 12/31/21 (9 months which will put this contracts life at 5 years 3 months).

The department memo requests to retro an amendment to the contract 9 months after the contract expired 6/30/2020 due to the COVID19 pandemic which caused delays in construction and there was an In-depth review of the contract

during the delay which found that there were inconsistencies with the payments in addition to the contract expiring. Payments were then processed for prior work and then the contractor began additional requests for added assistance knowingly with an expired contract? However, the City Purchasing Office continued operations remotely processing all existing and emergency procurement requests for the City and was not shut down. The memo does not indicate that the City WWMD attempted to contact the Procurement Office for assistance for a determination to extend beyond the 4 + years life of a contract prior to June 30, 2020 or within 30 days after the expiration. The contractors letter states that there was *some* interruption due to COVID but they did not state they stopped work completely due to the COVID19 pandemic in March 2020. Also, they stated "HDR completed work in good faith based on verbal conversations and email correspondence with the City and the understanding a contract amendment for the work would be processed at a later date".

The timeline that I have provided above indicates that there were multiple inconsistencies with this contract within the 4 years of its life and to knowingly continue services utilizing an expired contract with the promise of payment and a contract amendment for additional services plus compensation that the contractor stated in their letter violates the NM Procurement Code and 2020 Procurement Manual.

Therefore, I will not sign the required SOC and Procurement Checklist as the CPO for the City that the procurement process was done in accordance with the NM State Procurement Code and the 2020 City of SF Procurement Manual. The multiple violations of the NM Procurement Code are identified as: NMSA 1978, Chapter 13 Article 1 Procurement:
13-1-95.2. CPO determination (1), (2) and (3)
13-1-150. Multi- term contracts,
13-1-158. Payments for purchases, and;
13-1-199. Penalties. Any person "that willfully" violates the Procurement Code is guilty of:
A. a misdemeanor if the transaction involves 50k. or less;
B. a fourth degree felony if the transaction involves more than $50k.

Which will need to be documented and filed, as this procurement will be most likely a huge 2020 audit finding.

If you there is other information that I am not aware of regarding this contract please email or contact me directly to discuss. Thank you.

Respectfully,

Fran Dunaway, CNMB, CPO
Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov

Irene Romero
Administrative Manager
City Attorney's Office
200 Lincoln Avenue
Santa Fe, NM 87504
505-955-6512

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Sunday, December 5, 2021 6:15 PM
To: ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: HDR #6

Hi Irene,
Please review and sign the attached amendment #6 for term.
Thank you!

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/10/2022

ISSUE NO. 7g

Request for approval of Wastewater Digester Project Engineering contract with HDR pursuant to NMSA 1978-13-1-150B.6(a)(b). for amendment #6 with an extension of time and funding in the amount of $125,000 plus NMGRT to revise and complete the Digester Project co-generation grid connection design. (Michael Dozier, WWM Division Director, mldozier@santafenm.gov)

1. Request for approval of a BAR (Budget Adjustment Resolution) in the amount of $135,547 from the WWMD Cash Balance.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/18/2022 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR MICHAEL GARCIA	X		
COUNCILOR CHAVEZ	X		
COUNCILOR LEE GARCIA	X		

City of Santa Fe New Mexico

Memo

Date: **December 17, 2021**

To: **City Council**
Finance Committee
Public Utility/Public Works Committee

Via: **Shannon Jones, Utility Department Director** SJ

From: **Nancy Jimenez, Utility Billing Division Director** NJ

Re: **Amendment #1 and BAR for Valli/Postal Pros/Paymentus**

Background/Summary:
The Utility Billing is respectfully asking to amend the Valli Information System Inc., DBA Postal Pros Southwest contract to continue the monthly Paymentus electronic bill pay services for utility account payments.

This monthly service charge should reduce or stop completely once the Advance Utility Billing System upgrade is finalized as Paymentus is integrated within the Advance Billing Software.

Amendment and BAR is attached for $84,000.00 for FY21/22 in business unit 5110351.510310.

Requested Action:
Approval of Amendment #1 and BAR for $84,000 for FY21/22.

Signature: Shannon Jones (Dec 17, 2021 13:50 MST)

Email: swjones@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/ UCS	12/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
;UCS Service Contracts	5110531	510310		84,000	
				84,000	0
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 84,000	$ -

--Attach supporting documentation/memo

Increase from Cash Balance for Paymentus charges to Valli Contract Amendmetn #1.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
511	(84,000)
TOTAL:	

Maya Martinez 12/20/2021
Prepared By *{print name}* Date

Nancy L Jimenez 12-22-21
Nancy L Jimenez (Dec 22, 2021 09:51 MST)
Division Director Signature *{optional}* Date

Shannon Jones 12/22/2021
Shannon Jones (Dec 22, 2021 09:55 MST)
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 12/22/21
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Munis # 3202758

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#21-0320

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Valli Information Systems, Inc. dba Postal Pros Southwest (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide 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.

The Scope of Services is amended to include:

38) Paymentus.Monthly Electronic Bill Pay Services.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation as follows:

Fiscal Year 2022, eighty four thousand dollars ($84,000) plus applicable gross receipts taxes.
Fiscal Year 2023, eighty four thousand dollars ($84,000) plus applicable gross receipts

taxes.
Fiscal Year 2024, eighty four thousand dollars ($84,000) plus applicable gross receipts taxes.
Fiscal Year 2025, eighty four thousand dollars ($84,000) plus applicable gross receipts taxes.

Increase is for total of three hundred thirty six thousand dollars ($336,000.) plus applicable gross receipts taxes, so that article 3 paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax, shall not exceed one million four hundred forty seven thousand and forty dollars ($1,447,040.) plus nmgrt, for the term of this Agreement, as described in Exhibit A, attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2021) through (FY2022) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) 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 in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2021) through (FY2023) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) 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 in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2023) through (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) 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 in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2024) through (FY2025) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) shall be paid by the City to the Contractor.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Valli Information Systems,
Inc. dba Postal Pros Southwest

_____ COO
NAME & TITLE

Date: 12/21/21

NM Taxation & Revenue
CRS # 02966947002
City of Santa Fe Business
Registration # 226869

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310 AH
Org. Name/Org#. AH

2021 12 15 Amendment 1 Postal Pros Valli 2022

Final Audit Report 2021-12-15

Created:	2021-12-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeMGcBqTGrjzW-9E97N47a0XJlKW9drX-

"2021 12 15 Amendment 1 Postal Pros Valli 2022" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-12-15 - 8:46:47 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-12-15 - 8:47:07 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-12-15 - 8:47:39 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-12-15 - 8:47:47 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-12-15 - 8:47:47 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202758

Contractor: Valli dba Postal Pros Southwest

Description: RFP 21/32/P Printing and Mailing Service for Utility Bills and Public Utilities Dept

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/1/21 Term End Date: 6/30/25

☐ Approved by Council Date: pending

Contract / Lease: Conctract $1,140,308 inclusive of grt

Amendment # 1 to the Original Contract / Lease # 210320

Increase/(Decrease) Amount $ $33 6,000

Extend Termination Date to: N/ A

☑ Approved by Council Date:

Amendment is for: Include paymentus amount

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

210320 Original Contract $1,140 308 exp 6/25 /21 approved 6/30 /21

3. Procurement History: RFP 21/32/P

Fran Dunaway (Dec 29, 2021 11:52 MST) Dec 29, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Exp: 6/30/2025. FY 21 cannot be amended for compensation-FY 21 ended June 30, 2021. need to do a payment voucher.

4. Funding Source: Water & UCS Enterprise Fund Org / Object: 5110351; 5050382; 5050

Andy Hopkins (Dec 22, 2021 14:01 MST) Dec 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: POSTAL PROS SOUTHWEST
DBA: POSTAL PROS SOUTHWEST

Business Location: 4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

CRS Number: 03-342682-00-1

Owner: POSTAL SOUTHWEST

License Number: 226869

License Type: Business License - Renewable

Issued Date: March 16, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 16, 2022

Fees Paid: $10.00

POSTAL PROS SOUTHWEST
4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

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

VALLINF-01 BHEGGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

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

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

PRODUCER	CONTACT NAME: Betsy Hegge
The Hartwell Corporation PO Box 400 Caldwell, ID 83606	PHONE (A/C, No, Ext): (208) 459-1678 FAX (A/C, No): E-MAIL ADDRESS: betsyh@thehartwellcorp.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Valli Information Systems Inc DBA Postal Pros Southwest Inc 915 Main Street Suite 1000 Caldwell, ID 83605	INSURER A : Sentinel Insurance Co, Limited	11000
	INSURER B : Ohio Security Ins Co	24082
	INSURER C : Ohio Casualty Ins Co	24074
	INSURER D : Landmark American Insurance Co	33138
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			34SBAPR2982	4/6/2021	4/6/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EPLI AGGREGATE	$ 10,000
B	AUTOMOBILE LIABILITY			BAS58431880	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			34SBAPR2982	4/6/2021	4/6/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWO56984655	10/1/2020	10/1/2021	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liabili			LCY840778	8/29/2020	8/29/2021		

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

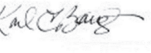
CERTIFICATE HOLDER

Santa Fe City Utility Billing
801 West San Mateo Road
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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	INSURING AGREEMENTS	LIMITS	DEDUCTIBLE	RETROACTIVE DATE
☒	Professional Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Technology Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Media Activities Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Network Security & Privacy Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Regulatory Matter	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Privacy Breach	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Data Assets Corruption	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Cyber Extortion Threat	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
	ADDITIONAL COVERAGES	LIMITS	DEDUCTIBLE	WAITING PERIOD
☒	Electronic Business Interruption	$3,000,000 Each Claim $3,000,000 Aggregate	N/A	12 hours
☒	Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒	Service Provider Business Interruption	$1,000,000 Each Claim $1,000,000 Aggregate	N/A	12 hours
☒	Service Provider Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒	Payment Card Industry Fines, Penalties & Assessments	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Cyber Crime	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Reputational Harm	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Telecommunications Fraud	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Criminal Reward	$50,000 Each Claim $50,000 Aggregate	N/A	N/A

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Valli dba Postal Pros Southwest

Procurement Title: RFP 21/32/P Printing and Mailing Service for Utility Bills

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 / UCS Staff Name Nancy Jimenez

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Nancy L Jimenez
Nancy L Jimenez (Dec 22, 2021 09:51 MST)

Nancy Jimenez, UCS Division Director — Utility Billing Div. Dir. — 12-22-21
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Dec 29, 2021 11:52 MST)

Chief Procurement Officer — Dec 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, New Mexico
Memorandum

DATE: May 28, 2021

TO: Governing Body
Finance Committee
Public Utilities/Public Works

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

FROM: Nancy L. Jimenez, Utility Billing Division Director NLJ

ITEM AND ISSUE:
Request for the Approval of RFP #21/32/P the Total Amount of $1,140,308 for utility bill prints, postage and insert information, for 4 years; Valli Information Systems Inc., DBA Postal Pros Southwest; (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

BACKGROUND AND SUMMARY:
Postal Pros has been working with the City of Santa Fe for over 4 years, they are our current bill print company for our monthly utility bills along with any inserts and postage used for the monthly utility bills. Postal Pros' overall score, costs and local preference was clearly the front runner in the RFP process.

Postal Pros works with Utility Billing on a daily bases, they have and will continue to make themselves available should we need assistance at any time. With Postal Pros' history with the City's current billing system and they have experience with our soon to be finalized upgraded utility billing system, they will be an asset to the Utility Billing functions. They also currently interact with our Paymentus payment processes that will also continue in the upgraded billing system.

The estimated costs per year for this 4 year contract is $277,760 plus nmgrt of 8.4375% per year ($7,320) for a total of $285,080.

PROCUREMENT METHOD:
RFP #21/32/P, which will expire on June 30, 2025.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202758.

FUNDING SOURCE:
Fund Name/Number: Utilities Admin Fund/511
Munis Org Name/Number: Utility Billing Admin/5110531
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
Public Utility Billing Division respectfully requests your review and approval for RFP# 21/32/P to Valli Information Systems Inc., DBA Postal Pros Southwest.

Item# 21-0320
Munis Contract# 3202758

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 **Valli Information Systems Inc. DBA Postal Pros Southwest** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall provide the following services for the City:

1) Contractor shall be responsible for the weekly printing and mailing of the City of Santa Fe utility bills and 15 day notices for water, sewer and refuse services for residents and businesses on a four (4) cycle per month and final bills are done weekly. In addition to the monthly invoices, the Contractor must be able to print and deliver an annual water report and other such reports on an as needed basis. The City of Santa Fe utilizes a third party Contractor (Paymentus) for customers to access a PDF of their bills

2) The average monthly total of bills to be printed and mailed and/or email out is approximately 40,000. Billing data files will be submitted weekly.

3) Contractor will receive and accept input data files in at least one of the following formats, .xml, .txt, .pcl, .afp, .pdf . The files will be sent to the Contractor's secure ftp site. Files received from the City are to be processed through a custom program to format into two print ready files; a statement file and a reminder/delinquent letter file. Statement files are also flagged for select inserts as required by the City. When files are processed they are encoded to use specific forms with multiple fonts, based on criteria in the data. Acceptable files should be flat files and pdf files for printing. Once files have been submitted by the City, the Contractor should have samples of bills for City to review and approve prior to printing.

4) Contractor must assure City of Santa Fe of confidentiality in the handling of customer information. Discarded billings must be shredded in a cross-cut or confetti manner and properly disposed of in a private dumpster or

refuse receptacle. Under no circumstances shall customer data be discarded in an un-shredded condition or discarded in a public dumpster or refuse receptacle. Contractor must be SSAE 16 certified.

5) The Contractor will provide a means for secure data transmission to and from City of Santa Fe and a method to confirm receipt of any or all data transmissions.

6) The Contractor will have the staffing and resources necessary to print, fold, insert, sort and mail the bills generated each day by the following business day.

7) The Contractor will employ electronic pre-sorting in order to attain postal discounts and provide for the mailing of City of Santa Fe utility bills, 15 day notices and special mailings (annual water report and inserts) at the lowest rates possible. Each statement is bar-coded prior to printing with each address CASS and PAVE certified to USPS requirements. Additionally, Delivery Point Validation (DPV) is incorporated into the process to validate that the provided address information is a physical address served by the Postal Service.

8) The Contractor will mail multiple bills with the same mailing address in one package, incorporating the IMB (Intelligent Mail Barcode) and Full Service Submission.

9) The Contractor will at all times, maintain an adequate workforce and an adequate supply of paper, forms, envelopes, etc. to enable the execution of the work on this contract without delay due to lack of manpower, supplies or materials. Inability to perform the services required due to a lack of manpower, supplies or materials may result in termination of the Contract.

10) The Contractor will be capable of printing full-color graphics and charts and variable usage graphs in order to make the City of Santa Fe statements eye-appealing, easy to understand, informative and fully functional. Statement redesign services should be offered as part of the onboarding efforts.

11) The Contractor will deliver statements via eMail for those consumers who have established on-line accounts with City of Santa Fe.

12) The Contractor will accommodate business rules for pulled statements and review and release processes prior to print and mail.

13) The Contractor will procure and warehouse any and all paper, forms, envelopes or other supplies and materials that shall be used in the execution of this contract. City of Santa Fe shall not be invoiced for nor

pay any reimbursement costs for paper, forms, envelopes or other supplies and materials used by the Selected Service Provider to provide the services required.

14) For mailing purposes, the Contractor will provide and make use of preprinted number ten (#10) window envelopes with interior tinting or printing for visual security. In addition, the Contractor shall enclose in each bill one (1) number nine (#9) envelope with interior security tinting or printing as a convenience to the residents and businesses for the return of payments and up to five inserts. Multiple page statements are collated then folded and machine inserted into the window envelope. Inserts are very often selectable. The City indicates which statements are to receive selected inserts.

15) The Contractor will exclude the return envelope in the mailings to customers who usually pay via bank draft, on line, or in person.

16) The Contractor will provide all prices in per-unit fees that shall be all-inclusive and cover the costs of any and all services rendered by the Contractor, with the exception of the cost of postage. The per-unit fee applicable to each bill or each insert printed must include the total cost associated with providing the service to City of Santa Fe. These costs shall include, but not be limited to, any and all costs associated with staffing, software, hardware, printing equipment, printing supplies, mailing materials, etc. necessary to perform the services stipulated. The per-unit price must be all-inclusive and there shall be no additional charges for jammed / wasted / obsolete materials or any other form of overhead associated with this Contract.

17) The Contractor will provide, at no additional cost pdf proofs of each document prior to the first mailing run and for the next two subsequent runs so City of Santa Fe may view and approve samples of the Contractor's proposed billings before the actual utility bills are printed and mailed to the residents and businesses. After 3 processing runs without issue, the Contractor will have a fully automated processing solution that does not require any interruption prior to mailing.

18) The Contractor will have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment and a formal disaster recovery agreement or site.

19) The City of Santa Fe will be provided the ability to view the images online of exactly what has been mailed to each customer. This service should include the ability to download or reprint a statement. Images should be made available to City of Santa Fe for a minimum of one (1) year from the date the item was printed.

20) The Contractor will offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.

21) The Contractor will be able to print full color duplexed statements.

22) The Contractor will print inline advertisements or inserts to accompany statements when requested to do so at no additional cost to City of Santa Fe.

23) The Contractor will provide production and IMB mail tracking capability to City of Santa Fe. These services will be available through an online portal with twenty-four (24) hour and seven (7) day a week access.

24) The Contractor will have page level tracking in the production environment with a closed loop quality system. This system must identify suspect mail pieces and out sort any document that is not successfully scanned at insert. Any suspect documents should be automatically reprinted and require no human intervention. A mail run data file should be employed to provide the job instructions to production equipment.

25) Statement form is imaged as the variable information is laser printed on perforated paper with a preprinted back. Delinquent accounts are imprinted with "Past Due" and final and reminder notices are printed letter style on 60# white paper.

26) The Contractor will "Pull bills" as needed based upon criteria specified by City and special handling statements (select statements that are combined and hand collated) are processed and mailed as directed by the City.

27) Postage is billed after each cycle. The City of Santa Fe is not required to prepay postage.

28) Utility statements will be available electronically through a secure Web based portal, allowing City customer service access as well as optional electronic delivery of utility statements in lieu of a printed and mailed utility statement.

29) Statements may be viewed, downloaded, saved, e-mailed and/or printed. Automated e-mail notification of statement availability should be included as well as an 18 month online statement history.

30) Statement Archiving – On a billing cycle to cycle basis, the City's utility statements are archived to pdf for reference by the customer service department. Archiving includes: Statements are imaged "as printed and

mailed", including corrections to addresses due to postal optimization processing, in order to exactly represent statement received by the City's utility customers.

31) Search indexes include Name, Account Number, Service Number, Service Address and Billing Date. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds.

32) Customization and Programming as required.

33) Reformatting of data file to correspond to customized layout.

34) Logical processing on data as required by City.

35) Incorporating 15 day notices and annual water report into the statement runs.

36) Additional Services – Contractor provides print broker services to obtain best pricing for preprinted envelopes, billing forms and other printed material as requested.

37) Additionally, Contractor warehouses, provides inventory services and insures City's warehoused stock.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax, shall not exceed one million one hundred and eleven thousand and forty dollars ($1,111,040) plus nmgrt, for the term of this Agreement, as described in Exhibit "A", attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred seventy- seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount two hundred seventy-seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) 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 in the amount of two hundred

seventy- seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) 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 in the amount of two hundred fifty seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **6/30/25** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately

upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

subcontract obligate direct payment from the City.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in

writing executed by the parties hereto and all other required signatories.

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

14. Entire Agreement.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions,

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

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Public Utilities Department
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Valli Information Systems Inc.
DBA Postal Pros Southwest
4100 Hawkins St. NE Ste. B
Albuquerque, NM 87109

27. **Authority.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Jul 15, 2021

CONTRACTOR:
Valli Information Systems Inc.
DBA Postal Pros Southwest

NAME

COO
TITLE

DATE: 5/27/21
CRS# 02966947002
Registration # _____

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 16, 2021 10:27 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 6/30/21

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (May 26, 2021 15:42 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 15, 2021 17:27 MDT)

MARY MCCOY, FINANCE DIRECTOR

5110351.510310, 5110351.561000, 5050381.510310, 5050382.510310 AJH
Org. Name/Org#.

APPENDIX C

COST RESPONSE FORM

RFP# 21/32/P

Description	Type	Quantity	Cost per Item
Paper costs	Full Color, Duplex, 8.5 x 11	480,000	$0.07319
Envelope costs	#10 Outgoing & #9 Return	480,000	$0.03247
Postage costs	First-Class Presort	480,000	$0.398
Administrative costs	Inserting & Delivery to PO	480,000	$0.0333
Special Mailing and Inserts costs	Quoted Per Job/Per Specificatio		
Additional Services costs	eBills		$0.15

All amounts provided must include all labor, materials and profit to provide the services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (July 1, 2021-June 30, 2022) Price: $257,760

Option Year 2: (July 1, 2022-June 30, 2023) Price: $257,760

Option Year 3: (July 1, 2023-June 30, 2024) Price: $257,760

Option Year 4: (July 1, 2024-June 30, 2025) Price: $257,760

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202758

Contractor: Valli dba Postal P os Southwest

Description: RFP 21/32/P Printing and Mailing Service for Utility Bills and Public Utilities Dept

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/1/21 Term End Date: 6/30/25

☐ Approved by Council Date: pending

Contract / Lease: Conctract $1,140,308 inclusive of grt

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:** RFP 21/32/P

Fran Dilaway (Jun 9, 2021 [illegible] MDT)

Purchasing Officer Review: Jun 9, 2021 Date:

Comment & Exceptions: Initial Award from RFP issued - Term of Contract begins July 1, 2021 FY 22

4. **Funding Source:** Water & UCS Enterprise Fund **Org / Object:** 5110351; 5050382; 5050

Andy Hopkins (Jun 7, 2021 09:54 MDT)

Budget Officer Approval: Jun 7, 2021 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: _____

VALLINF-01 BHEGGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

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
The Hartwell Corporation
PO Box 400
Caldwell, ID 83606

CONTACT NAME: Betsy Hegge
PHONE (A/C, No, Ext): (208) 459-1678 FAX (A/C, No):
E-MAIL ADDRESS: betsyh@thehartwellcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Co, Limited	11000
INSURER B : Ohio Security Ins Co	24082
INSURER C : Ohio Casualty Ins Co	24074
INSURER D : Landmark American Insurance Co	33138
INSURER E :	
INSURER F :	

INSURED
Valli Information Systems Inc
DBA Postal Pros Southwest Inc
915 Main Street Suite 1000
Caldwell, ID 83605

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			34SBAPR2982	4/6/2021	4/6/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EPLI AGGREGATE	$ 10,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAS58431880	2/1/2021	2/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			34SBAPR2982	4/6/2021	4/6/2022	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		XWO56984655	10/1/2020	10/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liabili			LCY840778	8/29/2020	8/29/2021		

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

CERTIFICATE HOLDER

Santa Fe City Utility Billing
801 West San Mateo Road
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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INSURING AGREEMENTS	LIMITS	DEDUCTIBLE	RETROACTIVE DATE
☒ Professional Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Technology Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Media Activities Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Network Security & Privacy Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Regulatory Matter	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Privacy Breach	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒ Data Assets Corruption	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒ Cyber Extortion Threat	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
ADDITIONAL COVERAGES	LIMITS	DEDUCTIBLE	WAITING PERIOD
☒ Electronic Business Interruption	$3,000,000 Each Claim $3,000,000 Aggregate	N/A	12 hours
☒ Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒ Service Provider Business Interruption	$1,000,000 Each Claim $1,000,000 Aggregate	N/A	12 hours
☒ Service Provider Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒ Payment Card Industry Fines, Penalties & Assessments	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒ Cyber Crime	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒ Reputational Harm	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒ Telecommunications Fraud	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒ Criminal Reward	$50,000 Each Claim $50,000 Aggregate	N/A	N/A

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

BUSINESS REGISTRATION

Business Name: POSTAL PROS SOUTHWEST
DBA: POSTAL PROS SOUTHWEST

Business Location: 4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

CRS Number: 03-342682-00-1

Owner: POSTAL SOUTHWEST

License Number: 226869

License Type: Business License - Renewable

Issued Date: March 16, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 16, 2022

Fees Paid: $10.00

POSTAL PROS SOUTHWEST
4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

City of Santa Fe, New Mexico

Memo

DATE: May 24, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

VIA: Shannon Jones, Public Utilities Director
Nancy Jimenez, Utility Billing Division Director

FROM: Halona Crowe, Procurement Manager
Public Utilities/Utility Billing Division

SUBJECT: Evaluation Committee Report, Printing and Mailing Service for Utility Bills
RFP #21/32/P

In accordance with the Request for Proposals for Printing and Mailing Service for Utility Bills issued April 1, 2021, six responses were submitted from the following Offerors: InfoSend, Sebis, OSG, The Master Touch, Valli Information Systems parent corporation to Postal Pros Southwest and Level One Tech, and were evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Nancy Jimenez, Utility Billing Division Director
Halona Crowe, Billing and Meter Reading Manager and Procurement Manager
Caryn Fiorina, Mountain River Consulting Inc.

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

- May 5, 2021 - Received Proposal Submittals
- May 6, 2021 to May 10, 2021 – Committee members reviewed submittals individually
  - Scoring based on:
    - Organizational Experience – Up to 150 points
    - Organizational References – Up to 100 points
    - Mandatory Specifications – Up to 250 points
    - Desirable Specifications – Up to 225 points
- May 11, 2021 Evaluation Committee met to discuss individual score sheets and come to consensus
- May 12, 2021 Evaluation Committee finalized score sheets and selected the following offerors:
  - InfoSend
  - Level One
  - Valli Information Systems/Postal Pros Southwest (PPSW)

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (150 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	148	122	140

Organizational Experience

Specifications:

Offeror must:

- provide a detailed and brief description of relevant corporate experience with city and or state government, and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of bill print, mailing, emailing, and special mailing and printing. All bill print, mailing, emailing, and special mailing and printing provided to private sector will also be considered
- provide a detailed and brief resume or bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, relevant and applicable certifications and or licenses

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/ licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Postal Pros Southwest (PPSW)

The Evaluation Committee awarded PPSW 148 points based on the Offeror's response. PPSW has more than 40 years of experience working with utility agencies and was acquired by Valli Information Systems in 2015 which has more than 30 years of experience. PPSW has experience printing bills for other cities and is the current bill print vendor for the City of Santa Fe; therefore they have a unique understanding of city 'bill print file' and overall business processes. PPSW detailed all the services offered which includes real time tracking to address any unforeseen issues. All key employee biographies show they have been with company for more than five years.

Level One

The Evaluation Committee awarded Level One 122 points based on the Offeror's response. Level one has been in business since 2004 and has grown to a large nationwide company. Level One is experienced with the city's current billing system. They offer many services and highlighted some of their implementation services rather highlighting expertise focusing on bill print. All key personnel biographies show a minimum of two years to more than 10 years of experience with the company.

InfoSend

The Evaluation Committee awarded InfoSend 140 points based on the Offeror's response. InfoSend is a large company that has nationwide utility customers. They offer a Software as a service (SaaS) approach to document and data processing. They were the bill print vendor for the City of Santa Fe in the past. They are also business partners with Advanced. All key personnel biographies have been with the company for at least 10 years.

Section IV.B.2, Organizational References (100 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	100	78	100

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- Client name
- Project description
- Project dates (starting and ending)
- Technical environment (e.g., Software applications, Internet capabilities, Data communications, Network, Hardware)
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager name, telephone number, fax number and e-mail address.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 100 points based on the Offeror's response. The organizations references provides are all cities that use PPSW for statement printing and online payment services.

Level One

The Evaluation Committee awarded Level One 78 points based on the Offeror's response. The references include only one city.

InfoSend

The Evaluation Committee awarded InfoSend 100 points based on the Offeror's response. The organization reference included many city references. Rio Rancho NM being one of its local clients.

Section IV.B.3, MANDATORY SPECIFICATIONS (250 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	248	215	225

Mandatory Specifications

Specifications:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting data files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
- Must collaborate with Paymentus for processing of ebills, payments, inserts, etc.
- Must be capable of printing full color duplexed statements, graphics, QR codes, bar codes, colored fonts, etc. and have adequate an supply of paper, ink, envelopes, and equipment necessary to fold and insert bills into envelopes.
- All prices must be in a per-unit fee structure and cover all service costs. There should not be any additional charges for jammed, wasted, or obsolete materials.
- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due,

Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.

- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

Evaluation Factors:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting date files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
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- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due, Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.
- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

PPSW

The Evaluation Committee awarded PPSW 248 points based on the Offeror's response. PPSW is able to meet all mandatory requirements. Since PPSW is located in Albuquerque NM the mailing time that customers will receive is 1-2 days. This vendor is responsive will all requests, currently works with the city's bill payment company, and requires no implementation time.

Level One

The Evaluation Committee awarded Level One 215 points based on the Offeror's response. Level One is able to meet majority of mandatory requirements with a few exceptions, has a very good user portal and currently works with the city's bill payment company. However, this vendor submitted their own Services Agreement that included conditions with which the city would unlikely agree. The printing of bills will be in Arizona so the delivery time from Arizona to Santa Fe could be 3-5 days before our customers receive their bills.

InfoSend

The Evaluation Committee awarded InfoSend 225 points based on the Offeror's response. InfoSend was able to meet a majority of mandatory requirements with a few exceptions. InfoSend suggested additions to the City of Santa Fe contract with which the city would unlikely agree. The bill print portal does not allow for individual bills to be pulled from the file for corrections or deletion. Their manual process would significantly impact the city's bill processing time. InfoSend is requesting a deposit from the City for postage. The printing of bills will be in Texas so the delivery time from Texas to Santa Fe could be 3-5 days before our customers receive their bills.

Section IV.B.4, Desirable Specifications (225 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	207	195	188

Specifications:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

Evaluation Factors:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 207 points based on the Offeror's response. PPSW meets all desirable specifications including services to assist with returned mail.

Level One

The Evaluation Committee awarded Level One 195 points based on the Offeror's response. Level One meets desirable specifications including IMB tracing.

InfoSend

The Evaluation Committee awarded InfoSend 188 points based on the Offeror's response. InfoSend meets desirable specifications including handling returned mail directly instead of the city, but with additional charges.

Section IV.C, Business Specifications

Section IV.C.1, Financial Stability (Pass/Fail)

	PPSW	Level One	InfoSend
Pass/Fail	Pass	Pass	Pass

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D & B report).

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	PPSW	Level One	InfoSend
Pass/Fail	Pass	Pass	Pass

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure

to respond to ALL items, as indicated in Section II.C.30 and APPENDIX, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	PPSW	Level One	InfoSend
Offeror Points	**Pass**	**Pass**	**Pass**

Specifications:

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

Evaluation Factors:

Pass/Fail only. No points assigned.

Section IV.C.4, Oral Presentation (125 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	**120**	**113**	**112**

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.

PPSW

The Evaluation Committee awarded PPSW 120 points based on the Offeror's response. This vendor requires no transition and set-up time thereby eliminating the risk of any billing delays, and they are partnered with Paymentus, reducing any time to establish the working relationship.

They have a successful history of bill delivery-time and the city will benefit from the bills being mailed from within the state. PPSW understands that communication is the most important aspect of helping a client when transitioning to a new billing system and noted that receiving data files and mapping as soon as possible was important to such transition. They can run concurrent files to compare and contrast so making any necessary changes could happen immediately.

When asked, this vendor stated exceptional experiences working with utility billing clients were those that included excellent communication, and conversely, the most frustrating being those with poor communication such as when the client does not take time to look at the document proof provided to them that results in the need to work all night to rectify a situation.

This vendor communicated that every member of their team receives emails and has a phone, enabling them to respond to after-hours communication from a client. They utilize a group email blast process to ensure every member is aware of a client's communication.

PPSW Postal Pros communicated that the city's successful migration to a new billing system will be a priority to them and will be available how ever needed to help with the process.

Level One

The Evaluation Committee awarded Level One 113 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 60 days and presented clear milestones to reach scope of work readiness. Level One is partnered with Paymentus, reducing any time to establish the working relationship.

They stated bills should be delivered within 2 to 3 business days (mailed on a Monday and received by customer before or on Thursday). Level One suggested we reach out to their clients in response to the request that they describe their customers' satisfaction with delivery times.

Level One communicated that when working with a client transitioning to a new billing system it was important that the client understand their data. They have "solution consultants" and experienced staff to help with that process. However, the city is confident that Advanced will be able to provide the data needed by the selected vendor.

When asked, this vendor stated exceptional experiences working with utility billing clients included a successful bill redesign and helping with client conversion to ebilling. A frustrating experience was a delay in going live due to exceptionally long time spent on a bill's redesign.

This vendor communicated after-hours communication was easy with their on-line customer support and identified the person that would be available 24/7.

Level One communicated that they are available in any way the city needs them to work with our integration team for Advanced, and already having a working relationship with Advanced is a benefit to the city.

InfoSend

The Evaluation Committee awarded InfoSend 112 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 90 days. A duration longer than 45 to 60 days is not acceptable to the evaluation committee.

InfoSend stated bills should be received by customers within 2 to 3 business days of mailing and provided an explanation of how they utilize their different business locations to maximized delivery times.

This vendor states they have successfully worked with multiple clients going through billing system conversions and emphasized that the information received from Advanced is key to the city's successful billing and mailing services.

When asked to provide an exceptional experience working with a utility billing entity they responded that a client told them they loved them; providing no relevant response. The vendor responded that frustrating experiences working with utility billing clients have been actually related to working with the USPS.

InfoSend communicated an encompassing process to help ensure after-hours communication availability that will include a dedicated account manager.

This vendor communicated that will make resources available to work with Advanced and the city's migration to the new billing system. Their relationship with Advanced.

Section IV.C.5, Cost (100 Total Points)

	PPSW	Level One	InfoSend
Cost	97	77	75

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by unit.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

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

The cost score will be calculated by adding the budget totals of all eight years.

Cost Items

1. Paper costs
2. Envelope costs
3. Postage costs
4. Administrative costs
5. Special Mailing and Inserts costs
6. Additional Service costs

PPSW

The Evaluation Committee awarded PPSW a 97 based on the Offeror's response. PPSW cost proposal is the same as the cost for current services – they did not increase prices on this new contract and did not propose any increase over the course of the four-year contract.

Level One

The Evaluation Committee awarded Level One 77 points based on the Offeror's response. Level One provided insufficient cost information for thorough vendor costs comparison and they presented a contract cost increase for year four. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

InfoSend

The Evaluation Committee awarded InfoSend 75 points based on the Offeror's response. InfoSend did not follow Cost Response Form format and it was very hard to identify final cost. Neither did they respond to potential annual contract cost increase. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

Section IV.C.6, NM Preferences

	PPSW	Level One	InfoSend
NM Business Preference	50	0	0
NM Veterans Preference	0	0	0

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

- The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

PPSW

Offeror submitted NM Preference Certificate. Offeror awarded fifty (50) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Level One

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

InfoSend

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

Evaluation Summary

	PPSW	Level One	InfoSend
Section IV.B.1. Technical Specifications Organizational Experience (150 Points)	148	122	140
Section IV.B.2. Technical Specifications Organizational References (100 Points)	100	78	100
Section IV.B.3. Technical Specifications Mandatory Specification (250 Points)	248	215	225
Section IV.B.4. Technical Specifications Desirable Specification (225 Points)	207	195	188
Section IV.C.1. Business Specifications Financial Stability (Pass/Fail)	P	P	P
Section IV.C.2. Business Specifications Letter of Transmittal (Pass/Fail)	P	P	P
Section IV.C.3. Business Specifications Signed Campaign Disclosure Form	P	P	P
Section IV.C.5. Business Specifications Oral Presentation (125 Points)	120	113	112
Section IV.C.5. Business Specifications Cost 100 Points)	97	77	75
Section IV.C.6. Business Specifications New Mexico Resident Business Preference 5%	50	0	0
Section IV.C.6. Business Specifications New Mexico Resident Veteran Preference 10%	0	0	0
TOTAL POINTS AWARDED	**970**	**800**	**840**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding the contract to perform the scope of work as outlined in the Printing and Mailing Service for Utility Bills RFP # 21/32/P to the one (1) proposal receiving the highest scores along the natural point-break, PPSW, subject to agreement between the Public Utilities Department, Utility Billing Division and the selected Offeror. Awarding the contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe, Public Utility Department and Utility Billing Division.

Committee Signature Approval

Nancy L. Jimenez
Evaluation Committee Member

5/24/21
Date

Halona Crowe
Evaluation Committee Member /
Procurement Manager

5/24/21
Date

Caryn Fiorina
Caryn Fiorina (May 24, 2021 21:31 MDT)

Caryn Fiorina
Evaluation Committee Member

05/24/2021
Date

Chief Procurement Officer Signature Approval

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

5/25/2021
Date

Signature: Nancy L Jimenez
Nancy L Jimenez (May 25, 2021 07:55 MDT)

Email: nljimenez@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Valli dba Postal Pros Southwest

Procurement Title: RFP 21/32/P Printing and Mailing Service for Utility Bills

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 / UCS Staff Name Nancy Jimenez

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Nancy L. Jimenez
Nancy L. Jimenez (May 28, 2021 15:26 MDT)

Nancy Jimenez, UCS Division Director — 5/10/21
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Jun 9, 2021 09:03 MDT)

Chief Procurement Officer — Jun 9, 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: Shannon Jones

Email: swjones@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/10/2022

ISSUE NO. 7h

Request for Approval of Amendment #1 to Valli Information System Inc. for the Monthly Electronic Bill Pay Services to increase the amount by an additional $84,000 for FY21/22. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

1. Request for approval of a BAR (Budget Amendment Resolution) in the amount of $84,000 from Cash Balances.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/18/2022 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR MICHAEL GARCIA	X		
COUNCILOR CHAVEZ	X		
COUNCILOR LEE GARCIA	X		

City of Santa Fe, New Mexico
Memorandum

DATE: December 8, 2021

TO: Alan Webber, Mayor and Governing Body

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: Manuel Sanchez, Business Operations Manager MS

ACTION:
Request for the Approval of Amendment #14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no change to the current not to exceed amount of $4,460,466.74 for fiscal year FY21/22 for security services at City facilities. (Manuel Sanchez, Business Operations Manager, mnsanchez@santafenm.gov; 505-955-6568)

There is sufficient budget remaining on the existing contract and an increase in overall contract compensation will not be needed the contract will remain at a not to exceed amount of $4,460,466.74 including NMGRT for Security Services throughout City Facilities.

BACKGROUND AND SUMMARY:
Allied Security provides security services for a variety of City facilities. These facilities currently include the Genoveva Chavez Community Center, La Farge Library, Main Library, South-side Library, Midtown Campus, Municipal Courts, Municipal Courts at Pete's Place, Pete's Place Shelter, Santa Fe Regional Airport, the Railyard, the Plaza, Santa Fe Trails and a mobile unit that patrols City Parking Facilities.

Over the last three years Allied has demonstrated both the capacity to meet the City's needs and a high quality of service making them an ideal security partner for the City. The Allied Account Manager works closely with City Staff at each site to tailor services to meet the specific demands of each location throughout the City. This level of coordination coupled with time on the ground over a three year period has allowed Allied to develop a high level of knowledge and expertise regarding City properties and their specific security needs.

Amendment #14 to this contract increases the hourly rate the company charges for each Security guard on duty. Allied has notified the City of their inability to provide consistent and professional security services without an increase in the rates paid to guards.

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 23.77	$ 35.65

Level 2 Security Officer	$	25.51	$	38.27
Level 3 Security Officer	$	29.25	$	43.88
Account Manager	$	29.497	$	44.21

The estimated percentage of increase in overall cost to the city would be 10% for the remaining of the FY. The current not to exceed amount of ($4,677,483.61), including applicable gross receipts taxes are expected to cover costs for the remainder of the fiscal year. If additional funds are required, another amendment would be brought to GB.

This contract expires in June 2022 and an RFP is being developed so that a new contract can be established before that date.

Below is a summary of all of the amendments made to this contract.

Amendment History:

Amendment #1:

1. Add 4 hours of professional security services at the LaFarge Library branch on Sundays. $4,320.56 plus applicable gross receipts taxes
2. Add 100 hours of event services at the Genoveva Chavez Community Center.$1,928.00 plus applicable gross receipts taxes
3. Add professional security services to the Railyard Visitor Center seasonally Monday-Saturday during the months of April – October. $27,454.72 plus applicable gross receipts taxes.

Amendment #2:

1. Add Performance Requirements and Contract Liquidated Damages that were included in the RFB, but failed to be incorporated in the original contract.

Amendment #3:

1. Add professional security services to the Santa Fe University of Art and Design Campus. $56,020.48 plus applicable gross receipts taxes.

Amendment #4:

1. Add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus. $145,876.64 plus applicable gross receipts taxes.

Amendment #5:

1. Add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport.$21,821.06 plus applicable gross receipts taxes.

Amendment #6:

1. Eliminate the City Hall/Santa Fe Community Convention Center security post effective 15 February 2019 per a request by City Management.

Amendment #7:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2020.

2. Remove the Railyard Visitor Center location as requested by the Tourism Department.
3. Approved a billing rate increase of 2%.

Amendment #8:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2022.

Amendment #9:

1. Add security services at the Santa Fe Railyard, which will run from 8pm-4am 7 days per week.

Amendment #10:

1. Add mobile security services at select City Parks, 24 hours per day / 7 days per week.
2. Add mobile security services at Pete's Place and the Salvation Army Shelter 16 hours per day / 7 days per week.

Amendment #11:

1. Added security services at the Santa Fe Plaza, seven days per week / twenty four hours per day.

Amendment #12:

2. Allowed for the Public Works Property Maintenance Manager to be authorized to adjust the sites, schedules, hours and guard levels to effectively manage the complex and diverse demands of security throughout the City.
3. Added $60,000 to the not to exceed amount of the contract so that as the City identifies a security need and the funding for it, the security company can be deployed rapidly to meet the need.

Amendment #13:

1. Increases compensation to Allied by $1,570,498.68 including NMGRT to cover the anticipated security costs for the 2021-2022 Fiscal Year.

Proposed Amendment #14:

1. Increases the hourly rates for on duty guard security services to meet current market demands for qualified employees so that Allied can provide consistent services to the City. No increase to the not to exceed amount for the 2021-2022 Fiscal Year.

PROCUREMENT METHOD:
The procurement method is RFB 18/35/P, which was issued and awarded in 2018.

CONTRACT NUMBER:
The Munis Contract number is 3201972

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Signature: Manuel Sanchez
Manuel Sanchez (Dec 21, 2021 15:40 MST)

Email: mnsanchez@santafenm.gov

Signature:
Kyra Ochoa (Jan 4, 2022 09:43 MST)

Email: krochoa@santafenm.gov

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201972**

Contractor: **Universal Protection Service, LP/DBA Allied Universal Security Service**

Description: **Request for approval of Amendment #14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no change to the current.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **When signed** Term End Date: _____

☐ Approved by Council Date: **June 11, 2018**

Contract / Lease: Amendment #14

Amendment # **14** to the Original Contract / Lease # **18-0552**

Increase/(Decrease) Amount $ **0.00**

Extend Termination Date to: **N/A**

☐ Approved by Council Date: _____

Amendment is for: Increase the security guard hourly rate

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

3. **Procurement History: Third year up to a 4-year**

Fran Dramay (Dec 16, 2021 10:06 MST) Dec 16, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 14- Increase is for FY 22 beginning January 1, 2022 -June 30, 2022. FY 21 closed June 30, 2021. A new RFP will be issued for FY 23.

4. **Funding Source: Various** **Org / Object:**

Andy Hopkins (Dec 14, 2021 19:03 MST) Dec 14, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Manuel Sanchez Phone # **505-955-6568**

Email: **mnsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

Amount $ 556,546.76 of original Contract# 1 Termination Date: 6/30/2019

Reason: Original Contract

Amount $ 33,703.28 amendment # 2 Termination Date: 6/30/3019

Reason: Add hrs and service location

Amount $ 0.00 amendment # 3 Termination Date: 6/30/2019

Reason: Add Performance Requirements and Contract Liquidated Damages

Amount $ 56,020.48 amendment # 4 Termination Date: 6/30/2019

Reason: Add SFUAD location

Amount $ 145,876.64 amendment # 5 Termination Date: 6/30/2019

Reason: Add additional hours at SFUAD

Amount $ 21,821.06 amendment # 6 Termination Date: 6/30/2019

Reason: Add additional hours at Santa Fe Regional Airport

Amount $ -14,498.56 amendment # 7 Termination Date: 6/30/2019

Reason: Remove City Hall post

Amount $ 930,694.98 amendment # 8 Termination Date: 6/30/2022

Reason: Extend contract Term

Amount $ 88,927.04 amendment # 9 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Railyard

Amount $ 78,692.40 amendment # 10 Termination Date: 6/30/2022

Reason: Add services at Parks and Shelters

Amount $ 174,854.08 amendment # 11 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Plaza

Total of Original Contract plus all amendments: $ $3,046,984.93

Amount $ 60,000.00 amendment # 12 Termination Date: 6/30/2022

Reason: Add flexibility to services

Total of Original Contract plus all amendments: $ $3,106,984.93

Amount $ 1,570,498.68 amendment # 13 Termination Date: 6/30/2022

Reason: Add flexibility to services

Total of Original Contract plus all amendments: $ $4,460,466.74

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Allied Universal Security

Procurement Title: Contract Amendment #14 with Allied Universal Secuity, Inc.

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 Health & Safety Staff Name Manuel Sanchez, Business Ops Mgr

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Manuel Sanchez	Business Operations Manager	12/14/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dreaway (Dec 16, 2021 10:06 MST)	Chief Procurement Officer	Dec 16, 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. 14 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 14 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to change the rates as described in Exhibit "C" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four-million, four-hundred and sixty-seven-thousand, four-hundred and eighty-three dollars and seventy-one cents ($4,677,483.61), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 23.77	$ 35.65
Level 2 Security Officer	$ 25.51	$ 38.27
Level 3 Security Officer	$ 29.25	$ 43.88
Account Manager	$ 29.47	$ 44.21

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. 14 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:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Steve Claton
Steve Claton Dec 13, 2021 9:54 PST
NAME
Region President
TITLE
Date: Dec 13, 2021

CRS #: 03-282745-00-08
Business License: 20-110418

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 13, 2021 08:17 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

11/30/2021

Manuel Sanchez
City of Santa Fe
2651 Siringo Rd, Building E
Santa Fe, NM 87505

Dear Manuel Sanchez:

Thank you for speaking with me the other day and for the follow up email noting our requested bill rate increase has been approved by the City. We sincerely appreciate the City's support, and while we welcome this news and are excited to provide a more competitive wage for our officers, we must establish a date in which the new rates go into effect as we can no longer support the current rate structure. We are sending this letter to ensure we get the new rates and amendment in place no later than Tuesday, February 1st, 2022.

The contract between AUS and the City was executed in May, 2018. Contract terms were fixed with the exception of "Compensation" which was to be mutually agreed to each one year renewal period (see 5. Term and Effective Date in contract). On or about May 2019, AUS and the City negotiated a mutually agreeable rate increase to address the increase in the cost of living, and the need to pay a competitive wage to maintain proper and quality staffing. In the spring of both 2020 and 2021, AUS requested similar rate adjustments of 2% (less than the actual increase in the CPI) but in both cases, was rejected by the City. In the meantime, during this time period, the City has mandated two minimum wage increases, we have been told the City may be initiating a $15 minimum wage for City employees, the cost of living has increased substantially, and the pandemic has literally turned the labor market and pool for qualified personnel upside down. The ability to staff personnel absent any requested wage increase over the last two years is unsustainable moving forward.

For these reasons, although we are excited to hear the City has verbally approved our requested rate increase, we must ensure we have formal implementation of the new rates below no later than February 1st, 2022. As a show of our partnership we began paying these new wages effective of November 18th.

Item	Hourly Bill Rate	Holiday Rate
Level 1 Security Officer	$23.77	$35.65
Level 2 Security Officer	$25.51	$38.27
Level 3 Security Officer	$29.25	$43.88
Account Manager	$29.47	$44.21

The Santa Fe School District recently approved the same starting wage increases we are requesting. This will allow us to properly staff their locations.

Thank you for your support and our continued partnership. Please acknowledge receipt.

Sincerely,

Nicholas Blanchette
Allied Universal Security Services

ITEM #21-0272

CITY OF SANTA FE
AMENDMENT No. 13 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 13 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one million, five-hundred and seventy-thousand, four-hundred and ninety-eight dollars and sixty-eight cents ($1,570,498.68), including applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four-million, six-hundred and seven-seven-thousand, four-hundred and eighty-three dollars and sixty-one cents ($4,677,483.61), including applicable gross receipts taxes. Payment

shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.69	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Jun 18, 2021

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jun 18, 2021 13:25 MDT)

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

GB MTG 06/09/21

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 10, 2021 08:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jun 18, 2021 09:18 MDT)

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 5/10/21

CRS #: 03-282745-00-08
Business License: 20-110418

11/30/2021

Manuel Sanchez
City of Santa Fe
2651 Siringo Rd, Building E
Santa Fe, NM 87505

Dear Manuel Sanchez:

Thank you for speaking with me the other day and for the follow up email noting our requested bill rate increase has been approved by the City. We sincerely appreciate the City's support, and while we welcome this news and are excited to provide a more competitive wage for our officers, we must establish a date in which the new rates go into effect as we can no longer support the current rate structure. We are sending this letter to ensure we get the new rates and amendment in place no later than Tuesday, February 1st, 2022.

The contract between AUS and the City was executed in May, 2018. Contract terms were fixed with the exception of "Compensation" which was to be mutually agreed to each one year renewal period (see 5. Term and Effective Date in contract). On or about May 2019, AUS and the City negotiated a mutually agreeable rate increase to address the increase in the cost of living, and the need to pay a competitive wage to maintain proper and quality staffing. In the spring of both 2020 and 2021, AUS requested similar rate adjustments of 2% (less than the actual increase in the CPI) but in both cases, was rejected by the City. In the meantime, during this time period, the City has mandated two minimum wage increases, we have been told the City may be initiating a $15 minimum wage for City employees, the cost of living has increased substantially, and the pandemic has literally turned the labor market and pool for qualified personnel upside down. The ability to staff personnel absent any requested wage increase over the last two years is unsustainable moving forward.

For these reasons, although we are excited to hear the City has verbally approved our requested rate increase, we must ensure we have formal implementation of the new rates below no later than February 1st, 2022. As a show of our partnership we began paying these new wages effective of November 18th.

Item	Hourly Bill Rate	Holiday Rate
Level 1 Security Officer	$23.77	$35.65
Level 2 Security Officer	$25.51	$38.27
Level 3 Security Officer	$29.25	$43.88
Account Manager	$29.47	$44.21

The Santa Fe School District recently approved the same starting wage increases we are requesting. This will allow us to properly staff their locations.

Thank you for your support and our continued partnership. Please acknowledge receipt.

Sincerely,

Nicholas Blanchette
Allied Universal Security Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2021

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

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

PRODUCER
MARSH USA INC
1717 Arch Street
Philadelphia, PA 19103
Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360

CN118025105-ALL-STAND-21-22

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Greenwich Insurance Company	22322
INSURER C : XL Insurance America	24554
INSURER D : Indian Harbor Insurance Company	36940
INSURER E : N/A	N/A
INSURER F :	

INSURED
Allied Universal Topco, LLC
(See Attached for Additional Named Insureds)
161 Washington Street, Suite 600
Conshohocken, PA 19428

COVERAGES **CERTIFICATE NUMBER:** CLE-006279155-20 **REVISION NUMBER:** 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			082695264	01/01/2021	01/01/2022	EACH OCCURRENCE	$	10,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	10,000,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$	
	X SIR $1,750,000						PERSONAL & ADV INJURY	$	10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	10,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY			RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
D	UMBRELLA LIAB X OCCUR			RES943799401	01/01/2021	01/01/2022	EACH OCCURRENCE	$	10,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			EXCESS OF GENERAL LIABILITY			AGGREGATE	$	10,000,000
	DED RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD3001203-05(AOS)	01/01/2021	01/01/2022	X PER STATUTE OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A			RWR3001204-05(WI)	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER
City of Santa Fe
Attn: Manuel Sanchez
2651 Siringo Rd, Bldg E
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
Marsh USA Inc.

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GB COMM HEALTH AND SAFETY AMENDMENT 14 ALLIED UNIVERSAL SECURITY

Final Audit Report 2021-12-15

Created:	2021-12-14
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA7TJ9mzfC6pLhRG_y_41cwo8RgaVtvbee

"GB COMM HEALTH AND SAFETY AMENDMENT 14 ALLIED UNIVERSAL SECURITY" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-12-14 - 11:25:07 PM GMT

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-12-14 - 11:28:54 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-12-15 - 2:02:48 AM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-12-15 - 2:03:40 AM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-12-15 - 2:03:43 AM GMT

Document canceled by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-12-15 - 4:56:15 PM GMT

ci Santa Fe | POWERED BY Adobe Sign

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

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

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

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

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

6/5/18

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

MAYOR

NAME, TITLE Pres. Dir

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 18-1303

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add professional security services for the Tourism Santa Fe Railyard Visitor Center, additional hours of coverage at La Farge Library, and additional hours of coverage at the Genoveva Chavez Community Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-three thousand seven hundred three dollars and twenty-eight cents

($33,703.28), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred ninety thousand two hundred fifty dollars and four cents ($590,250.04), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,640.77

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,640.77

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1304

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 31 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. STANDARD OF PERFORMANCE; LICENSES

Article 2 of the Agreement is amended to add Paragraph C:

C. Performance Requirements and Contract Liquidated Damages

1) Certain levels of operation in accordance with the scope of services section, but not limited to, shall be met by the Contractor to ensure satisfactory service to the City and the public. It is the responsibility of the Contractor to provide the City of Santa Fe with appropriate management information reports that will enable the City to monitor all of the service levels. The Contractor shall maintain all records necessary for the City of Santa Fe to audit and substantiate compliance with all monitoring requirements.

a. Each service level has a corresponding credit to City for non-compliance. All credits will be deducted from any amount payable pursuant to the Contractor's monthly statement for the month in which the service level was not fulfilled.

b. Additional credits for non-compliance detailed in this section are intended to encourage the Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect City's option to terminate this contract for failure to comply with service levels.

c. The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. Contractor agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.

d. The Contractor shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:

i. Data Accuracy

The Contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and incident reports. A credit of $100 per day for each business day will be deducted from the Contractor's monthly charges for failure to meet these criteria.

ii. Accountability

In the event that any of the Contractor's monitoring Systems cannot provide

required reports, a credit of $500 per week will be deducted from the Contractor's monthly charges for failure to meet this criterion.

iii. Systems' Availability

System availability is defined as the time during the principal hours of operation when the Contractor is providing services, including all subsystems, is available to the City of Santa Fe for monitoring purposes. System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The Contractor shall make available access to all Contractor's monitoring systems from a City desktop computer for monitoring purposes. It is the Contractor's responsibility to ensure that this requirement is fully met at Contractor's expense. The system availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Contractor.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of $250 for each month will be deducted from the Contractor's monthly charges.

iv. System Discontinuance and Backup

The Contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of $500 per working day of delay.

v. Operational Performance

The City expects the Contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

1. No guard at Post at the pre-established start of shift time, a credit of $250 per occurrence will be deducted from the Contractor's monthly charges.
2. No guard at Post 15 minutes past the pre-established start of shift time, a credit of $500 for each occurrence will be deducted from the Contractor's monthly charges.
3. No guard at Post 30 minutes past the pre-established start of shift time, a credit of $750 per occurrence will be deducted from the Contractor's monthly charges.
4. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of $1,500 per occurrence will be deducted from the Contractor's monthly charges.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall

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: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
dc mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

7/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ATTACHMENT #3

ITEM # 18-1318

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A , is amended to provide professional security services for the University of Art and Design campus.

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #3.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty six thousand twenty dollars and forty eight cents ($56,020.48), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred forty six thousand two hundred seventy dollars and fifty two cents ($646,270.52), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/21/2018

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

11/21

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

ITEM # 19-0192

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #4.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty five thousand eight hundred seventy-six dollars and sixty-four cents ($145,876.64), plus applicable gross receipts taxes, so that Article 3, paragraph A

reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety two thousand one hundred forty-seven dollars and sixteen cents ($792,147.16), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/13/2019

APPROVED AS TO FORM:

3/29/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

3/29/19
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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

CITY OF SANTA FE:

ALAN WEBBER,

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a
Allied Universal Security Services

STEVE CLATON, PRESIDENT

Date: 4/11/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

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

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

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

13. INDEMNIFICATION

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

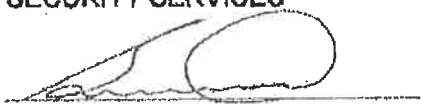
snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES



MAYOR

NAME, TITLE

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52165.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52165.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,466.43 from 52600.510310); GCCC ($86,751.69 from 52701.510310).

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

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

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

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

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

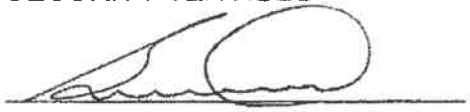
Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES



MAYOR

NAME, TITLE Pres. Director

DATE:_____

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52600.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 19-0223

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport and for invoices to be provided on a monthly rather than bi-weekly basis, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #5.

2. COMPENSATION

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

compensation by a total of twenty one thousand eight hundred twenty-one dollars and six cents ($21,821.06), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred thirteen thousand nine hundred sixty-eight dollars and twenty-two cents ($813,968.22), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

1/30

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 2/4/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0334

CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be effective on 15 February 2019.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to eliminate the City Hall/Santa Fe Community Convention Center security post, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #6.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to **decrease** the amount of compensation by a total of fourteen thousand four hundred ninety eight dollars and fifty-six cents ($14,498.56), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety nine thousand four hundred sixty nine dollars and sixty-six cents ($799,469.66), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/9/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5/8/2019

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

5/9
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 3/18/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0514

CITY OF SANTA FE
AMENDMENT No. 7 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 7 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #7.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred thirty thousand six hundred ninety four dollars and ninety eight cents ($930,694.98), plus applicable gross receipts taxes, so that Article 3, paragraph A reads

in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million seven hundred thirty thousand one hundred sixty four dollars and sixty four cents ($1,730,164.64), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/28/19

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached

Date: 6.28.19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
EC mtg 6.26.19

CRS #: 03-282745-00-08
Business License: 19-110418

APPROVED AS TO FORM:

6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 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:

Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 6/28/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CRS #: 03-282745-00-08
Business License: 19-110418

APPROVED AS TO FORM:

6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

ITEM # 20-0248

CITY OF SANTA FE
AMENDMENT No. 8 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 8 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit "A" – Scope of Services attached hereto, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven cents ($974,346.77), plus applicable gross receipts taxes and as described in Exhibit

"B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and four thousand five hundred and eleven dollars and forty-one cents ($2,704,511.41), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 8 to the City of

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/27/20

CITY ATTORNEY'S OFFICE:

4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME

TITLE
Date:

CRS #: 03-282745-00-08
Business License: 20-110418

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/27/20

CITY ATTORNEY'S OFFICE:

5/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME
Steve Claton
TITLE President, Southwest Region
Date: 6/23/20

CRS #: 03-282745-00-08
Business License: 20-110418

Item# 20-0463
Munis Contract#_____

CITY OF SANTA FE
AMENDMENT No. 9 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 9 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add security services at the Santa Fe Railyard, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #9.

2. COMPENSATION.

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

by a total of eighty-eight thousand, nine hundred and twenty seven dollars and four cents ($88,927.04), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and ninety three thousand, four hundred and thirty eight dollars and forty five cents ($2,793,438.45), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

Date: Oct 5, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 20, 2020 14:29 MDT)

ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE
Date: 9/11/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 10 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 10 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; twenty-four hours a day, seven days per week; for a three month term (October-December) for service at the following City Parks: East and West De Vargas Park, Salvador Perez Park, General Franklin Miles Park, Herb Martinez Park, Las Acequias Park, SWAN Park and the Santa Fe Railyard Park; II. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; sixteen hours per day, seven days per week; for a two month term (November-December) for service at the Salvation Army and Pete's Place Shelters as quoted by Allied Universal Security, the details of which can be seen on Exhibit A,

so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A - Scope of Services, Amendment #10.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of seventy eight thousand, six hundred, ninety two dollars and fourty cents ($78,692.40), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and seventy eight, three hundred and four dollars and five cents ($2,872,130.85), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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. 10 to the City of

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 19, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 19, 2020 08:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS 5150403.572970 AL

AL

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 10/19/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 11 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 11 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 3 Security Officer and one (1) HELIAUS Cellphone for the Santa Fe Plaza ($144,279.68); II. Eighty (80) additional hours and an hourly rate increase to $29.47 for the Santa Fe Account Manager ($5,574.40); III. A sum of $25,000.00 shall be added to the 'unforeseen cost overruns' ($25,000.00) as quoted by Allied Universal Security the details of which can be seen on Exhibit A, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #11.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred and seventy four, eight hundred and fifty four dollars and eight cents ($174,854.08), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, four-six thousand, nine hundred and eighty-four dollars and ninety-three cents ($3,046,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of twenty five thousand dollars ($50,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 4, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 22, 2020 11:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 1001001.510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 10/21/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 12 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 12 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: The Sites, Schedules, Hours, Guard Levels, and Scope of Services may be altered as needed to meet the diverse demands of security throughout the City. These changes may not cause the total Compensation included in this Agreement to increase. Any such changes to the Scope of Services shall only be made by the Public Works Property Maintenance Manager in conjunction with Allied Securities Santa Fe Account Manager or other pre-authorized representatives.

2. COMPENSATION.

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

compensation by a total of sixty thousand dollars and zero cents ($60,000.00), plus applicable gross receipts taxes so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, one hundred and six thousand, nine hundred eighty-four dollars and ninety-three cents ($3,106,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) shall be added as an unforeseen cost overrun. In the event that additional security service is required for emergencies, holidays, or special events that exceeds the deliverable amount in this Agreement, the City, at its discretion, may agree to pay additional Compensation to the Contractor to cover such additional security services.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Mar 15, 2021

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB MTG 03/10/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 21, 2020 13:58 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: Various

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME : Steve Claton

President
TITLE
Date: 1/6/21

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 13 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 13 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one million, five-hundred and seventy-thousand, four-hundred and ninety-eight dollars and sixty-eight cents ($1,570,498.68), including applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four-million, six-hundred and seven-seven-thousand, four-hundred and eighty-three dollars and sixty-one cents ($4,677,483.61), including applicable gross receipts taxes. Payment

shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.69	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 10, 2021 08:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

Pres. Dan

TITLE

Date: 5/10/24

CRS #: 03-282745-00-08
Business License: 20-110418

City of Santa Fe, New Mexico
Memorandum

DATE: **January 10, 2021**

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

VIA: **Jarel LaPan Hill, City Manager**
Shannon Jones, Public Utilities Director

FROM: **Shirlene Sitton, Environmental Services Division Director**
SS

ITEM AND ISSUE:
Request for approval to modify Chapter 21, the Environmental Services Division Ordinance, to implement residential and commercial rate increases for services provided by the Environmental Services Division, effective March 1, 2022.

BACKGROUND AND SUMMARY:
The Public Utilities Department conducts a yearly status review of rate revenues to asses the adequacy of the enterprise funds to provide the income needed for service delivery in order to ensure proper financial planning. Additionally, the Water, Wastewater Management, and Environmental Services Divisions (ESD) each conducts a periodic cost-of-service study, comparing specific rates to actual costs. The Public Utilities Department has contracted with FCS (formerly "JMa Municipal Advisors") through RFP # '17/53/P, and RFP #'22/04/P to provide these services. NewGen consultants have subcontracted with FCS to provide a cost-of-service study and rate analysis for ESD, as NewGen specializes in Municipal Solid Waste analysis.

NewGen is also the consultant providing the cost-of-service analysis to the Santa Fe Solid Waste Management Agency (SFSWMA). NewGen first presented the results of this 2020 rate study at the February 18, 2021 SFSWMA Joint Powers Board meeting. SFSWMA's rates charged to the City for landfill tipping fees and recycling tipping fees were raised significantly as a result. These rates went into effect October 1, 2021.

NewGen then conducted a cost of service study for ESD, which provides a full suite of residential and commercial collection services to Santa Fe. The ESD analysis looks across all services provided, including the cost of administration, vehicle maintenance, and environmental programs, and then determines the costs over a five-year forecast. The required revenue is compared to the actual (or projected) revenues, and this provides a basis for rate adjustments to fully recover the costs of providing these services.

At this time, rising costs and a growing city are leaving ESD under-recovering needed revenues, therefore requiring a rate increase. Due to COVID, ESD is behind in its truck replacement plan and truck costs have risen significantly with the price of steel and supply chain issues. Also, ESD had to put its plans for building a more adequate facility for operations and vehicle maintenance on hold during the COVID crisis. ESD is now beginning to factor these needs into the cost-of-service analysis.

However, SFSWMA's current rate increase, coupled with a plan to continue raising rates over a five-year period, is the major factor in this rate request.

It has been almost six years since ESD increased rates; the last rate increase for ESD was effective July 1, 2016. The residential collection rate is currently $15.75 per month. The City has one of the lowest rates for residential collection in New Mexico, and the proposed increase will still only place Santa Fe in the middle of the New Mexico community benchmarking comparison that ESD and NewGen conducted, with Las Cruces the lowest at $15.25 and Roswell the highest at $30.01.

FISCAL INFORMATION
Projections show that increased landfill and recycling tipping fees from SFSWMA, coupled with ESD's costs for collection and operations will leave ESD short from 2.5M to 3.5M per year over the five- year forecast.
The rate increases requested are the following:

- Residential Collection from $15.75 to $19.25 per month
- Residential bag tags from $7.50 to $15.00 per sheet of 5
- Residential large item from $33.33 to $50.00 for up to 8 cubic yards
- Commercial Front Load rates to increase 7%*
- Commercial Rear-Load to increase 5%*
  *individual rates depend on size of container and frequency of collection; see Exhibit B from Ordinance

CONCLUSION
ESD requires residential and commercial rate increases to cover the growing costs of providing collection, to provide for growth, and to cover the increased rates charged by the Agency. The cost-of-service study provides the needed rate increase amounts for this fiscal year; and it lays out a plan to meet growing costs for collection and SFSWMA's additional projected rate increases over the next five-year period.

ACTION REQUESTED:
Staff respectfully proposes approval of the modifications to Chapter 21 regarding changing rates to recover costs as presented for FY22, to take effect March 1, 2022.

ATTACHMENTS:
Resolution
Fiscal Impact Report
Supplemental Fiscal Impact Analysis

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Chris Rivera

AN ORDINANCE

AMENDING EXHIBIT B OF SECTION 21-7 TO INCREASE RESIDENTIAL AND COMERCIAL RATES FOR SERVICES PROVIDED BY THE ENVIRONMENTAL SERVICES DIVISION.

Section 1. Exhibit B of Subsection 21-7 SFCC 1987 (being Ord. No. 1996-46 (as amended)) is amended to read:

EXHIBIT B REFUSE AND RECYCLING RATE AND FEE SCHEDULE

CITY OF SANTA FE

(Section 21-7)

Adopted: December 11, 1996

Amended: June 25, 1997

March 10, 1999

September 24, 2001

June 25, 2003

April 26, 2006

underscored material = new [~~bracketed material~~] = delete

February 11, 2009

July 11, 2012

December 9, 2015

February 9, 2022

The following rate and fee schedule shall apply for refuse and recycling collection and disposal services provided by the city of Santa Fe in accordance with the conditions of service as listed in Chapter 21 SFCC 1987. The rates described below shall be assessed by the city in accordance with the rate classes described in subsection 21-7.1 SFCC 1987.

CLASS OF SERVICE: Residential Curbside CITY CODE REFERENCE: Subsection 21-7.1 A (1)

FORM OF REFUSE COLLECTION: Service at the curbside.

DESCRIPTION OF CLASS: Residential as limited by Section 21-4.2.

Monthly Charges			
Effective Date	**One city provided container level full**	**Additional 96 gallon container provided by the city**	**Additional 64 gallon container provided by the city**
[~~July 1, 2015~~	~~$13.80~~	~~$9.07~~	~~$6.80~~]
July 1, 2016 – February 28, 2022	$15.75	$10.35	$7.76
March 1, 2022	$19.25	$12.00	$10.00

Collection tags are available at city-approved, designated areas for [~~$1.50 per tag, for city provided or customer owned disposable plastic bag used for the intermediate storage of solid waste~~] fifteen dollars ($15.00) per sheet of five for customer owned disposable plastic bags no larger than thirty-three (33) gallon capacity used for the collection of waste that exceeds the capacity of the city-provided cart. The customer may request a change in container one time without an extra charge. Subsequent changes in container are twenty-five ($25.00) each. All prices are subject to applicable tax.

RESIDENTIAL LARGE ITEM SERVICE	
Large Item Service (8-Cubic Yards or less)	$50.00
Large Item Service (Per Additional Cubic Yard After 8 Cubic Yards)	$10.00
Bag Tags	$15.00

SPECIAL SERVICE: Special collection at the door for qualified elderly and disabled households.

CLASS OF SERVICE: Commercial Non-Compacting Rear-Loading

CITY CODE REFERENCE: Subsection 21-7.1 A (2)

FORM OF REFUSE COLLECTION: Service of rear-loading bins or carts owned and maintained by the city.

DESCRIPTION OF CLASS: Nonresidential establishments.

MONTHLY CHARGE: The collection fee is inclusive of the bin rental charge in accordance with the following monthly rate schedules listing size of bin or cart and frequency of service plus applicable tax.

SPECIAL SERVICE: Special service charge plus applicable tax shall apply for each bin or cart and each time service is requested beyond that normally scheduled.

MONTHLY BIN RATE SCHEDULES [A]

[~~Effective: July 1, 2015~~								
~~BIN SIZE (CUBIC YARDS)~~	**~~BIN RENTAL~~**[B]	**~~1 Pickup Per Week~~**	**~~2 Pickups Per Week~~**	**~~3 Pickups Per Week~~**	**~~4 Pickups Per Week~~**	**~~5 Pickups Per Week~~**	**~~6 Pickups Per Week~~**	**~~Specials~~**[C]
~~3~~	~~$9.06~~	~~$110.79~~	~~$221.54~~	~~$332.33~~	~~$443.09~~	~~$553.87~~	~~$664.61~~	~~$40.45~~
~~4~~	~~$11.14~~	~~$121.38~~	~~$242.81~~	~~$364.18~~	~~$485.61~~	~~$606.99~~	~~$728.42~~	~~$43.24~~
~~6~~	~~$14.64~~	~~$142.65~~	~~$285.32~~	~~$427.97~~	~~$570.63~~	~~$713.28~~	~~$855.94~~	~~$51.60~~]

[[A] ~~All rates and fees in this Schedule are subject to applicable tax.~~

[B] ~~Bin rental shall be added to the monthly rate for each city-owned and maintained bin.~~

~~[C Special service rate shall be charged for each service call made in excess of those regularly~~]

Effective: July 1, 2016 through February 28, 2022							
BIN SIZE (CUBIC YARDS)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Specials[B]**
3	$122.25	$235.24	$348.25	$461.24	$574.25	$687.25	$41.26
4	$135.17	$258.98	$382.80	$506.60	$630.41	$754.23	$44.10
6	$160.45	$305.95	$451.45	$596.97	$742.47	$887.97	$52.63

[A] All rates and fees in this Schedule are subject to applicable tax.

[B] Special service rate shall be charged for each service call made in excess of those regularly

Effective: March 1, 2022							
BIN SIZE (CUBIC YARDS)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Specials[B]**
3	$128.36	$247.00	$365.66	$484.30	$602.96	$721.61	$43.32
4	$141.93	$271.93	$401.94	$531.93	$661.93	$791.94	$46.31
6	$168.47	$321.25	$474.02	$626.82	$779.59	$932.37	$55.26

[A] All rates and fees in this Schedule are subject to applicable tax.

[B] Special service rate shall be charged for each service call made in excess of those regularly scheduled.

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MONTHLY CART RATE SCHEDULES [A, B]

[Effective Date: July 1, 2015									
	Cart Size (Gallons)	Cart Rental [C]	1 Service Visit Per Week	2 Service Visits Per Week	3 Service Visits Per Week	4 Service Visits Per Week	5 Service Visits Per Week	6 Service Visits Per Week	Special [D]
Monthly Service Charge	60	$1.96	$78.90	$157.77	$236.67	$315.54	$394.44	$473.33	$27.89
Plus Per Cart Service			$3.20	$6.39	$9.59	$12.78	$15.97	$19.17	$4.77
Monthly Service Charge	90	$2.09	$78.90	$157.77	$236.67	$315.54	$394.44	$473.33	$27.89
Plus Per Cart Service			$4.77	$9.58	$14.34	$19.15	$23.92	$28.70	$4.77]

[A All rates and fees in this schedule are subject to applicable tax.

B Monthly charges for Cart Service shall consist of the sum of the fixed charge related to the frequency of weekly service visits plus a rental charge for each city-owned cart plus a variable charge based on the number of carts served per visit.

C Cart rental shall be added to the monthly rate for each city-owned and maintained cart.

D Special service rate shall be the sum of the Special Service Charge plus the charge per cart served. This special service fee shall be charged for each service visit in excess of those regularly scheduled.]

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Effective: July 1, 2016 through February 28, 2022							
Cart Size (Gallons)	**1 Service Visit Per Week**	**2 Service Visits Per Week**	**3 Service Visits Per Week**	**4 Service Visits Per Week**	**5 Service Visits Per Week**	**6 Service Visits Per Week**	**Special[C]**
60	$80.48	$160.93	$241.40	$321.85	$402.33	$482.20	$28.45
Per Cart Charge	$5.26	$8.52	$11.78	$14.99	$18.29	$21.55	$3.26
90	$80.48	$160.93	$241.40	$321.85	$402.33	$482.20	$28.45
Per Cart Charge	$9.13	$11.90	$16.76	$21.66	$26.53	$31.41	$4.87
202	$80.48	$160.93	$241.40	$321.85	$402.33	$482.20	$28.45
Per Cart Charge	$22.93	$33.77	$44.60	$55.45	$66.29	$77.12	$12.09

Effective: March 1, 2022							
Cart Size (Gallons)	**1 Pickup / Week**	**2 Pickups / Week**	**3 Pickups / Week**	**4 Pickups / Week**	**5 Pickups / Week**	**6 Pickups / Week**	**Special**
60 GAL							
SERVICE FEE	$84.50	$168.98	$253.47	$337.94	$422.45	$506.94	$29.87
Per Cart Rental Fee	$5.52	$8.95	$12.37	$15.74	$19.20	$22.63	$3.42
90 GAL							
SERVICE FEE	$84.50	$168.98	$253.47	$337.94	$422.45	$506.94	$29.87
Per Cart Rental Fee	$9.59	$12.50	$17.60	$22.74	$27.86	$32.98	$5.11

[A]All rates and fees in this Schedule are subject to applicable tax.

[B]Monthly charges for Cart Service shall consist of the sum of the fixed charge related to the frequency of weekly service visits plus a variable charge based on the number of carts served per visit.

[C]Special service rate shall be the sum of the Special Service Charge plus the charge per cart served. This special service fee shall be charged for each service visit in excess of those regularly scheduled.

CLASS OF SERVICE: Light Commercial Non-Compacting Rear-Loading

CITY CODE REFERENCE: Subsection 21-7.1(A)(3)

FORM OF REFUSE COLLECTION: Service of rear-loading carts owned and maintained by the city.

DESCRIPTION OF CLASS: Nonresidential establishments requiring no larger than one (1) ninety (90) gallon cart and one (1) service visit per week.

Effective Date	**Monthly Charge (includes monthly cart rental, plus applicable tax)**
[~~July 1, 2015~~	~~$34.76~~]
July 1, 2016 – February 28, 2022	$35.46
March 1, 2022	$37.23

CLASS OF SERVICE: Commercial Non-Compacting Front-Loading

CITY CODE REFERENCE: Subsection 21-7.1A (4)

FORM OF REFUSE COLLECTION: Service of front-loading bins owned and maintained by the city.

DESCRIPTION OF CLASS: Nonresidential establishments.

MONTHLY CHARGE: The charge shall be per bin and in accordance with the following monthly rate schedules listing size of bin and frequency of service plus the indicated rental for each bin plus applicable tax.

SPECIAL SERVICE: Special service charge plus applicable tax shall apply to each bin and each time service is requested beyond that normally scheduled.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

MONTHLY RATE SCHEDULES[A]

~~[Effective Date: July 1, 2015~~								
~~Bin Size (Cubic Yards)~~	~~Bin Rental[B]~~	~~1 Pickup Per Week~~	~~2 Pickups Per Week~~	~~3 Pickups Per Week~~	~~4 Pickups Per Week~~	~~5 Pickups Per Week~~	~~6 Pickups Per Week~~	~~Special[C]~~
~~3~~	~~$9.06~~	~~$87.51~~	~~$175.01~~	~~$262.51~~	~~$350.02~~	~~$437.53~~	~~$525.03~~	~~$33.48~~
~~4~~	~~$11.14~~	~~$96.45~~	~~$192.89~~	~~$289.32~~	~~$385.76~~	~~$482.21~~	~~$578.65~~	~~$36.26~~
~~6~~	~~$14.64~~	~~$114.34~~	~~$228.64~~	~~$342.96~~	~~$457.28~~	~~$571.58~~	~~$685.92~~	~~$43.24~~
~~8~~	~~$16.74~~	~~$132.20~~	~~$264.39~~	~~$396.60~~	~~$528.80~~	~~$660.98~~	~~$793.17~~	~~$50.21~~]

Effective: July 1, 2016 through February 28, 2022							
Bin Size Cubic Yards	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$98.50	$187.75	$277.00	$366.26	$455.52	$544.77	$34.15
4	$109.74	$208.11	$306.47	$404.84	$503.22	$601.59	$36.99
6	$131.56	$248.15	$364.76	$481.36	$597.95	$714.57	$44.10
8	$151.92	$286.75	$421.61	$556.45	$691.26	$826.11	$51.21

Effective: March 1, 2022							
Bin Size Cubic Yards	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$105.40	$200.89	$296.39	$391.90	$487.41	$582.90	$36.54
4	$117.42	$222.68	$327.92	$433.18	$538.45	$643.70	$39.58
6	$140.77	$265.52	$390.29	$515.06	$639.81	$764.59	$47.19
8	$162.55	$306.82	$451.12	$595.40	$739.65	$883.94	$54.79

[A]All rates and fees in this Schedule are subject to applicable tax.

[B]Special service rate shall be charged for each service call made in excess of those regularly scheduled.

CLASS OF SERVICE: Commercial Compacting Front-Loading

CITY CODE REFERENCE: Subsection 21-7.1 A (5)

FORM OF REFUSE COLLECTION: Service at customer-owned, compacting front-

loading bins.

DESCRIPTION OF CLASS: Nonresidential establishments.

MONTHLY CHARGE: The charge shall be per bin and in accordance with the following rate schedules listing size of bin and frequency of service plus applicable tax but shall exclude any bin rental fee.

SPECIAL SERVICE: Special service charge plus applicable tax shall apply for each bin and each time service is requested beyond that normally scheduled.

MONTHLY RATE SCHEDULES [A]

[~~Effective Date: July 1, 2015~~							
~~Bin Size (Cubic Yards)~~	**~~1 Pickup Per Week~~**	**~~2 Pickups Per Week~~**	**~~3 Pickups Per Week~~**	**~~4 Pickups Per Week~~**	**~~5 Pickups Per Week~~**	**~~6 Pickups Per Week~~**	**~~Special~~** [B]
~~3~~	~~$111.23~~	~~$222.48~~	~~$333.72~~	~~$444.95~~	~~$556.19~~	~~$667.43~~	~~$43.24~~
~~4~~	~~$128.08~~	~~$256.18~~	~~$384.27~~	~~$512.36~~	~~$640.44~~	~~$768.53~~	~~$48.82~~
~~6~~	~~$161.79~~	~~$323.57~~	~~$485.36~~	~~$647.16~~	~~$808.94~~	~~$970.73~~	~~$61.37~~
~~8~~	~~$195.49~~	~~$390.97~~	~~$586.46~~	~~$781.95~~	~~$977.45~~	~~$1,172.93~~	~~$75.33~~]

Effective: July 1, 2016 through February 28, 2022							
Bin Size (Cubic Yards)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special** [B]
3	$113.45	$226.93	$340.39	$453.85	$567.31	$680.78	$44.10
4	$130.64	$261.30	$391.96	$522.61	$653.25	$783.90	$49.80
6	$165.03	$330.04	$495.07	$660.10	$825.12	$990.14	$62.60
8	$199.40	$398.79	$598.19	$797.59	$997.00	$1,196.39	$76.84

Effective Date: March 1, 2022							
Bin Size (Cubic Yards)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special** [B]
3	$121.39	$242.82	$364.22	$485.62	$607.02	$728.43	$47.19
4	$139.78	$279.59	$419.40	$559.19	$698.98	$838.77	$53.29
6	$176.58	$353.14	$529.72	$706.31	$882.88	$1,059.45	$66.98
8	$213.36	$426.71	$640.06	$853.42	$1,066.79	$1,280.14	$82.22

[A] All rates and fees in this Schedule are subject to applicable tax.

[B] Special service rate shall be charged for each service call made in excess of those regularly

schedule.

CLASS OF SERVICE: Commercial Non-Compacting Roll-Off

CITY CODE REFERENCE: Subsection 21-7.1 A (6)

FORM OF REFUSE COLLECTION: Service at roll-off bins owned and maintained by the city for a period of more than thirty (30) days.

DESCRIPTION OF CLASS: Any establishment.

Fee Schedule			
Effective Date	**Scheduled Service[A]**	**Call-In Service[B]**	**Monthly Rental Fee for Non-Service[C]**
[~~July 1, 2015~~	~~$193.96~~	~~$ 243.87~~	~~$193.96~~]
July 1, 2016 – February 28, 2022	$197.84	$248.75	$197.84
March 1, 2022	$ 225.00	$ 275.00	$ 225.00

[A]Per service visit, plus tip fee assessed by the regional landfill plus applicable tax.

[B]Per call-in service visit plus the tip fee assessed by the regional landfill plus applicable tax. Call-in service charge plus applicable tax shall apply for each bin and each time service is requested beyond that normally scheduled. Persons substituting special on-call service in lieu of scheduled service shall be assessed at the special service rate plus the indicated rental for each bin plus applicable tax. The bin rental in such situations shall be based on each thirty (30) day period or fraction thereof.

[C]Customers shall have the roll-off container serviced a minimum of one time per month. If the customer has the container for more than 30 days without calling for service, the monthly rental charge shall be assessed plus applicable tax.

CLASS OF SERVICE: Commercial Special Event Non-Compacting Roll-Off

CITY CODE REFERENCE: Subsection 21-7.1 A (7)

FORM OF REFUSE COLLECTION: Service at roll-off bins owned and maintained by the city for a period of less than thirty (30) days.

DESCRIPTION OF CLASS: Any establishment.

MONTHLY CHARGE: The charge shall be in accordance with the applicable amount established for special service in the non-compacting roll-off bin schedule (subsection 21-7.1A(6) SFCC 1987) plus applicable tax.

EFFECTIVE DATE: July 1, 2003

Fee Schedule			
Effective Date	**Scheduled Service[A]**	**Call-In Service[B]**	**Monthly Rental Fee for Non-Service[C]**
[~~July 1, 2015~~	~~$193.96~~	~~$243.87~~	~~$193.96~~]
July 1, 2016 – February 28, 2022	$197.84	$248.75	$197.84
March 1, 2022	$225.00	$275.00	$225.00

CLASS OF SERVICE: Commercial Compacting Roll-Off

CITY CODE REFERENCE: Subsection 21-7.1 A (8)

FORM OF REFUSE COLLECTION: Service at customer-owned, compacting roll-off bins.

DESCRIPTION OF CLASS: Nonresidential establishments.

Effective Date	Scheduled Service[A]	Call-In Service[B]
[~~July 1, 2015~~	~~$193.96~~	~~$243.87~~]
July 1, 2016 – February 28, 2022	$197.84	$248.75
March 1, 2022	$225.00	$275.00

[A]Per service visit, plus tip fee assessed by the regional landfill plus applicable tax.

[B]Per call-in service visit plus the tip fee assessed by the regional landfill plus applicable tax.

CLASS OF SERVICE: Recycling Non-Compacting Rear-Loading

CITY CODE REFERENCE: Subsection 21-7.1 A (9)

FORM OF REFUSE COLLECTION: Service at rear-loading bins or carts owned and maintained by the city.

DESCRIPTION OF CLASS: Nonresidential establishments.

MONTHLY CHARGE: The charge shall be per bin or cart and in accordance with the following rate schedules listing size of bin and cart and frequency of service plus the

indicated rental for each bin plus applicable tax.

SPECIAL SERVICE: Special service charge plus applicable tax shall apply for each bin or cart and each time service is requested beyond that normally scheduled.

MONTHLY RECYCLING CART RATE SCHEDULE[AB]

[~~(Effective: February 24, 2009)~~										
	~~Cart Size (Gallons)~~	**~~Cart Rental[C]~~**	**~~1 Service Visit Per Week~~**	**~~2 Service Visit Per Week~~**	**~~3 Service Visit Per Week~~**	**~~4 Service Visit Per Week~~**	**~~5 Service Visit Per Week~~**	**~~6 Service Visit Per Week~~**	**~~7 Service Visit Per Week~~**	**~~Special[D]~~**
~~MONTHLY SERVICE CHARGE PLUS PER CART CHARGE~~	**~~90~~**	~~$1.50~~	~~$28.28~~ ~~$3.43~~	~~$56.56~~ ~~$6.86~~	~~$84.84~~ ~~$10.29~~	~~$113.12~~ ~~$13.72~~	~~$141.40~~ ~~$17.15~~	~~$169.68~~ ~~$20.58~~	~~$197.96~~ ~~$24.01~~	~~$10.00~~ ~~$3.43~~]

Effective: July 1, 2016 <u>through February 28, 2022</u>							
Cart Size (Gallons)	**1 Service Visit Per Week**	**2 Service Visits Per Week**	**3 Service Visits Per Week**	**4 Service Visits Per Week**	**5 Service Visits Per Week**	**6 Service Visits Per Week**	**Special[C]**
60	$26.83	$53.64	$80.47	$107.28	$134.11	$160.94	$14.23
Fee per Cart	$3.51	$5.68	$7.85	$10.00	$12.19	$14.37	$3.26
90	$40.24	$80.47	$120.70	$160.93	$201.16	$241.39	$14.23
Fee per Cart	$6.09	$7.94	$11.17	$14.44	$17.69	$20.94	$4.87

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(Effective March 1, 2022)							
Cart Size (Gallons)	1 Pickup per Week	2 Pickups per Week	3 Pickups per Week	4 Pickups per Week	5 Pickups per Week	6 Pickups per Week	Special
60							
SERVICE FEE	$28.17	$56.32	$84.49	$112.64	$140.82	$168.99	$14.94
Per Cart Rental Fee	$3.69	$5.96	$8.24	$10.50	$12.80	$15.09	$3.42
90							
SERVICE FEE	$42.25	$84.49	$126.74	$168.98	$211.22	$253.46	$14.94
Per Cart Rental Fee	$6.39	$8.34	$11.73	$15.16	$18.57	$21.99	$5.11

If the cart contains more than 10% non-recyclable materials, an additional $56.00 per cart per service will be charged.

[A]All rates and fees in this Schedule are subject to applicable tax.

[B]Monthly charges for Cart Service shall consist of the sum of the fixed charge related to the frequency of weekly service visits plus a variable charge based on the number of carts served per visit.

[C]Special service rate shall be the sum of the Special Service Charge plus the charge per cart served. This special service fee shall be charged for each service visit in excess of those regularly scheduled.

MONTHLY RECYCLING BIN RATE SCHEDULE[A]

[~~(Effective: February 24, 2009)~~

~~Bin Size (Cubic Yards)~~	~~Bin Rental[B]~~	~~1 Pickup Per Week~~	~~2 Pickups Per Week~~	~~3 Pickups Per Week~~	~~4 Pickups Per Week~~	~~5 Pickups Per Week~~	~~6 Pickups Per Week~~	~~7 Pickups Per Week~~	~~Special[C]~~
~~3~~	~~$6.50~~	~~$39.71~~	~~$79.42~~	~~$119.13~~	~~$158.84~~	~~$198.55~~	~~$238.25~~	~~$277.97~~	~~$14.50~~
~~4~~	~~$8.00~~	~~$43.52~~	~~$87.04~~	~~$130.56~~	~~$174.08~~	~~$217.60~~	~~$261.12~~	~~$304.64~~	~~$15.50~~
~~6~~	~~$10.50~~	~~$51.14~~	~~$102.28~~	~~$153.42~~	~~$204.56~~	~~$255.70~~	~~$306.84~~	~~$357.98~~	~~$18.50~~]

Effective: July 1, 2016 through February 28, 2022

Commercial Rear Loading Recycling							
Cart Size (Cubic Yards)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$61.12	$117.63	$174.12	$230.62	$287.12	$343.63	$20.63
4	$67.51	$129.49	$191.39	$253.31	$315.21	$377.11	$22.05
6	$80.22	$152.98	$225.73	$298.48	$371.24	$443.99	$26.32

Effective: March 1, 2022

Commercial Rear Loading Recycling							
Cart Size (Cubic Yards)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$59.92	$115.32	$170.71	$226.10	$281.49	$336.89	$20.23
4	$60.69	$126.95	$187.64	$248.34	$309.03	$369.72	$21.62
6	$71.33	$149.98	$221.30	$292.63	$363.96	$435.28	$25.80

Effective: July 1, 2016 through February 28, 2022

Commercial Front Loading Recycling							
Cart Size Cubic Yards	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$49.26	$93.87	$138.51	$183.13	$227.76	$272.39	$17.07
4	$54.87	$104.05	$153.23	$202.42	$251.60	$300.79	$18.49
6	$65.78	$124.07	$182.38	$240.68	$298.97	$357.29	$22.05
8	$75.96	$143.37	$210.80	$278.23	$345.64	$413.06	$25.60

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Effective: March 1, 2022

Commercial Front Loading Recycling							
Cart Size Cubic Yards	1 Pickup Per Week	2 Pickups Per Week	3 Pickups Per Week	4 Pickups Per Week	5 Pickups Per Week	6 Pickups Per Week	Special[B]
3	$52.71	$100.44	$148.21	$195.95	$243.70	$291.46	$18.26
4	$58.71	$111.33	$163.96	$216.59	$269.21	$321.85	$19.78
6	$70.38	$132.75	$195.15	$257.53	$319.90	$382.30	$23.59
8	$81.28	$153.41	$225.56	$297.71	$369.83	$441.97	$27.39

If the cart contains more than 10% of non-recyclable materials, an additional $79.00 per cart per service will be charged.

[A]All rates and fees in this Schedule are subject to applicable tax.

[B]Special service rate shall be charged for each service call made in excess of those regularly scheduled.

CLASS OF SERVICE: Large Item Pick-Up Fees.

CITY CODE REFERENCE: 21-7.1 A (14)

FORM OF REFUSE COLLECTION: Service at Curbside-Large item

DESCRIPTION OF CLASS: Applicable to residential customers that desire large item collection curbside on an on-call basis.

	Charge
Effective Date	**Per Service Visit**
[~~July 1, 2015~~	~~$29.21~~]
July 1, 2016 – February 28, 2022	$33.33
March 1, 2022	$50.00

This charge does not include disposal costs of all items collected. An additional cost for disposal shall be charged at the current rate set forth by the Solid Waste Management Agency. All charges are subject to applicable tax.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2022.

_____

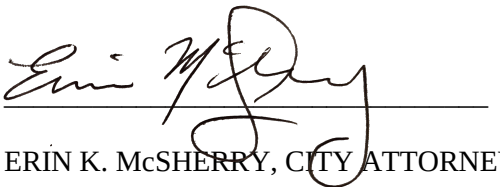
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/ESD Rate Changes

FIR No. 10357

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): ESD Rate Changes

Sponsor(s): Councilor Rivera

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Shirlene Sitton Date: 12-10-21 Phone: 955-2209

Reviewed by City Attorney: Date: Jan 5, 2022

Reviewed by Finance Director: Date:

Summary:
The Environmental Services Division (ESD) has not had a rate increase for trash and recycling collection since July 2016. A Cost of Service study, along with a rate increase to us from the Santa Fe Solid Waste Management Agency (SFSWMA), show the need to increase rates in order to recover the basic costs of everyday operations as an enterprise fund.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
ESD will not receive enough revenues through current rates to pay for the costs of operations if a rate increase is not enacted. The health and safety of the city would be severely impacted if the Division does not have funding to perform these services, as well as the background maintenance and customer service functions necessary to safely and efficiently serve our customers.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
The rate increase is necessary to fund expenses to perform the task of collecting trash and recycling, as well as anti-graffiti functions and sustainability outreach. The City requires the funds for necessary maintenance of ESD's fleet of collection vehicles to keep them rolling safely down our streets every day, eight hours a day. ESD also must keep a regular vehicle replacement schedule, as these type of vehicles wear out in 7-10 years of continual service. This rate increase also provides some funding for a planned ESD facility, with a modern maintenance shop and administrative offices, as ESD currently has only a one-bay shop which is not nearly sufficient to properly maintain the fleet of vehicles and much of the work must currently be outsourced.

Fiscal Implications:
This rate increase will raise the residential rate from $15.75 per month to $19.25 per month. An across-the-board increase of 7% to commercial front-load rates and 5% to commercial rear-load rates is included. Large item pick up will increase from $33.33 to $50.00 for up to 8 cubic yards of materials. Residential bag tags will go from $7.50 to $15.00 for a sheet of 5.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$628,528	$1,944,429	$1,944,429	R	5100331
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

See Attached Table "Supplemental Fiscal Impact Analysis."

City of Santa Fe, New Mexico
Fiscal Impact Analysis

		Annual Revenues Generated Under Current Rates	Annual Revenues Generated Under Proposed Rates (Rate implementation date of March 1, 2022) FY 2022	Annual Revenues Generated Under Proposed Rates FY 2023
1	**Residential**			
2	**Rates**			
3	Residential Customers	$ 15.75	$ 19.25	$ 19.25
4	Additional 64 Gallon Cart	$ 7.76	$ 10.00	$ 10.00
5	Additional 96 Gallons Cart	$ 10.35	$ 12.00	$ 12.00
6	**Revenues** [1]			
7	Residential Customers	$ 6,502,577	$ 6,984,250	$ 7,987,333
8	Additional 64 Gallon Cart	1,685	1,847	2,182
9	Additional 96 Gallons Cart	54,672	57,577	63,704
10	Total Revenues	$ 6,558,933	$ 7,043,673	$ 8,053,219
11	**Additional Annual Revenues** [2]		$ 484,740	$ 1,494,286
12	**Commercial Front-Load**			
13	**Revenues** [1,3]			
14	Commercial Front-Load	$ 3,878,171	$ 3,968,656	$ 4,164,683
15	**Additional Annual Revenues** [4]		$ 90,485	$ 286,512
16	**Commercial Rear-Load** [5]			
17	**Revenues** [1,6]			
18	Commercial Rear-Load	$ 1,630,195	$ 1,657,365	$ 1,711,705
19	**Additional Annual Revenues** [7]		$ 27,170	$ 81,510
20	**Commercial Roll-Off**			
21	**Rates**			
22	Scheduled Service	$ 197.84	$ 225.00	$ 225.00
23	Call-In Service	$ 248.75	$ 272.00	$ 272.00
24	Monthly Rental Fee for Non-Service	$ 197.84	$ 225.00	$ 225.00
25	**Revenues** [1]			
26	Commercial Roll-Off	$ 650,981	$ 677,115	$ 733,103
27	**Additional Annual Revenues** [8]		$ 26,133	$ 82,121
28	**Additional Annual Rate Revenues Generated from Rate Increases**		**$ 628,528**	**$ 1,944,429**
29	**Other Miscellaneous Rate Increases** [9]			
30	**Large Item Collection**			
31	8 Cubic Yards (CY) or Less	$ 33.33	$ 50.00	$ 50.00
32	Each CY > 8 CY	$ 4.17	$ 10.00	$ 10.00
33	**Bag Tag Sheets ($/Sheet)**	$ 7.50	$ 15.00	$ 15.00

Notes:

1. An annual growth rate of 0.50% for residential and commercial customers is included in the revenue forecast.

2. The revenue projection assumes that the proposed rate increases for FY 2022 are effective on March 1, 2022. As a result, the increased revenue in FY 2022 of $484,740 is generated over a period of 4 months. For FY 2023, when the rates are in effect for a 12 months, the Utility is projected to realize additional revenues of $1.5 million (when compared to annual revenues under the current rates).

3. The analysis assumes that all commercial front-load refuse and recycling rates are increased by 7% beginning March 1, 2022.

4. The revenue projection assumes that the proposed rate increases for FY 2022 are effective on March 1, 2022. As a result, the increased revenue in FY 2022 of $90,485 is generated over a period of 4 months. For FY 2023, when the rates are in effect for a 12 months, the Utility is projected to realize additional revenues of $286,512 (when compared to annual revenues under the current rates).

5. The City also provides side-load dumpster service. For the purposes of this analysis, side-load revenues have been included in the rear-load revenues.

6. The analysis assumes that all commercial rear-load refuse and recycling rates are increased by 5% beginning March 1, 2022.

7. The revenue projection assumes that the proposed rate increases for FY 2022 are effective on March 1, 2022. As a result, the increased revenue in FY 2022 of $27,170 is generated over a period of 4 months. For FY 2023, when the rates are in effect for a 12 months, the Utility is projected to realize additional revenues of $81,510 (when compared to annual revenues under the current rates).

8. The revenue projection assumes that the proposed rate increases for FY 2022 are effective on March 1, 2022. As a result, the increased revenue in FY 2022 of $26,133 is generated over a period of 4 months. For FY 2023, when the rates are in effect for a 12 months, the Utility is projected to realize additional revenues of $82,121 (when compared to annual revenues under the current rates).

9. Due to data limitations, additional revenues generated by miscellaneous rate increases were not quantified.

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/10/2022
ISSUE NO. 7j CONSIDERATION OF BILL NO. 2022-__. (Councilor Rivera) An Ordinance Amending Exhibit B of Section 21-7 to Increase Residential and Commercial Rates for Services Provided by the Environmental Services Division. (Shirlene Sitton, Environmental Services Division Director: sesitton@santafenm.gov, 955-2209) **Committee Review:** Introduced: 12/08/21 Public Works and Utilities Committee: 01/10/22 Governing Body (request to publish): 01/12/22 Finance Committee: 01/18/22 Governing Body (public hearing): 02/09/22
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Rivera for discussion. Approved unanimously to forward to 01/12/2022 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR MICHAEL GARCIA	X		
COUNCILOR CHAVEZ	X		
COUNCILOR LEE GARCIA	X		

City of Santa Fe, New Mexico
Memorandum

DATE: December 28, 2021

TO: Alan Webber, Mayor and City Council
Finance and Quality of Life Committee

VIA: Mary McCoy, Finance Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO
Julie Sanchez, Youth and Family Services Division Director jjs

FROM: Melissa Perea, Contract Administrator MP

ITEM AND ISSUE:
Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County transferring one million dollars ($1,000,000.00) of County American Rescue Plan Act (ARPA) funds to the City of Santa Fe for COVID 19 cash assistance relief funds (Kyra Ochoa, Community Health and Safety Department Director; krochoa@santafenm.gov; 955-6603 and Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov; 955-6678)

BACKGROUND AND SUMMARY:
The City of Santa Fe allocated over three million dollars in direct cash assistance with CARES Act funding in 2020.

Santa Fe County will provide the City of Santa Fe with one million dollars of their ARPA funding to support a direct cash assistance relief program to low or moderate income families within the City and County of Santa Fe who have experienced a financial hardship due to the COVID 19 pandemic.

The City and County will jointly determine eligibility criteria and procedures to be followed when administering financial assistance.

Ensuring that one contract is executed will avoid duplication of clients served and help with data collection on an evaluation of the program.

PROCUREMENT METHOD:
Memorandum of Agreement with funding attached.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203143.

FUNDING SOURCE:
The funding will be administered through Community Services Admin.

The funding allocation will go to:
Fund Name/Number: Community Services Admin 100
Munis Org Name/Number: Community Services Admin/1001001 AH
Munis Object Name/Number: Grants and Services/510400 AH

ACTION REQUESTED:
The Community Health and Safety Department and Youth and Family Services Division respectfully requests your review and approval.

Signature: Kyra Ochoa (Dec 30, 2021 10:37 PST)

Email: krochoa@santafenm.gov

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203143**

Contractor: **MOA with Santa Fe County**

Description: **MOA between the City of Santa Fe and the Santa Fe County for the use of a million dollars of American Rescue Plan Act Funds for assistance for residents affected by the COVID-19 pandemic**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: **When Signed** Term End Date: **None**

☐ Approved by Council Date: _____

Contract / Lease: Memorandum of Agreement

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ **N/A**

Extend Termination Date to: **N/A**

☐ 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: Memorandum of Agreement**

Fran Pennay (Jan 10, 2022 10:45 MST) Jan 10, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: MOA with SF County - Direct Cash Assistance /no procurement of services or goods.

4. **Funding Source: Community Services Admin** **Org / Object: 1001001/510400**

Andy Hopkins (Jan 5, 2022 10:46 MST) Jan 5, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Melissa Perea Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: MOA with Santa Fe County

Procurement Title: MOA with Santa Fe County in the use of ARPA funds

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 Health & Safety Staff Name Melissa Perea

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Melissa Perea	Contracts Administrator	11/30/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Jon Dorsey (Jan 10, 2022 10:45 MST)	Chief Procurement Officer	Jan 10, 2022
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.

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY and THE CITY OF SANTA FE
REGARDING
Use of American Rescue Plan Act Funds for Assistance for Residents Affected by the COVID-19 Pandemic

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is entered into on this ____ day of _____, 2021, by and between the CITY OF SANTA FE, a municipal corporation ("CITY"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY"), regarding the Use of American Rescue Plan Funds for Cash Assistance for Residents Affected by the COVID-19 pandemic.

WHEREAS, the American Rescue Plan Act (ARPA) established a Coronavirus Local Fiscal Recovery Fund to support state and local governments in responding to the impact of the COVID-19 virus pandemic; and

WHEREAS, the United States Department of the Treasury promulgated Interim Final Rule to implement the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the Interim Final Rule recognizes that the widespread public health and economic impacts of the COVID-19 virus pandemic have fallen severely on disadvantaged populations, including those of low income; and

WHEREAS, the County has received funding from the American Rescue Plan Act; and

WHEREAS, the Interim Final Rule states that recipients of ARPA funding "may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic"; and

WHEREAS, the Interim Final Rule authorizes cash transfer programs that "focus on unemployed workers or low- and moderate-income families, which have faced disproportionate economic harms due to the pandemic"; and

WHEREAS, the City and the County agree that financial assistance for residents who have experienced financial hardship due to COVID-19 continues to be required during the ongoing pandemic, as authorized by ARPA;

WHEREAS, the City has administered a financial assistance program for residents who have experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses, through a contract with Up Together.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF AGREEMENT

A. The County will provide the City with $1,000,000.00 in ARPA funds for the City to contract with a cash dispersal platform to administer financial assistance to low- or moderate-income families within the County who have experienced financial hardship due to the COVID-19 virus pandemic.

B. The City will contract with a cash dispersal platform to administer financial assistance to low- or moderate-income families within the County who have experienced financial hardship due to the COVID-19 virus pandemic.

C. The City and County will jointly determine eligibility criteria and procedures to be followed when administering financial assistance.

2. TERM. This Memorandum shall be in effect upon the date of last signature by the parties hereto and shall terminate, unless terminated earlier by any party pursuant to Article 4 (Termination).

3. TERMINATION. This Memorandum may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. AMENDMENT. This Memorandum shall not be altered, changed, or amended except by an instrument in writing signed by the parties.

5. LIABILITY. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

6. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the City or County in connection with this Memorandum is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq., as amended. Neither the City nor the County, including their "public employees" as defined in the New Mexico Tort Claims Act, waive sovereign immunity, nor 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.

7. APPROPRIATIONS. The City and County's performance of the duties under this Memorandum are contingent upon sufficient appropriations and authorization being made by the City Council for the City's, and the Santa Fe County Board of County Commissioners for the County's, performance of the duties under this Memorandum. If sufficient appropriations and authorization are not made by the City or County's respective governing council or board, this Agreement shall terminate immediately upon written notice being given by the City or County to the other party.The City or County's decision as to whether sufficient appropriations are available shall he accepted by the other party and shall be final.

8. THIRD PARTY BENEFICIARIES. By entering into this Memorandum, the parties do not intend to

create any right, title or interest in or for the benefit of any person other than the City and County. No person shall claim any right, title or interest under this Memorandum or seek to enforce this Memorandum as a third party beneficiary.

9. ASSIGNMENT. None of the parties shall assign or transfer any interest in this Memorandum or assign any claims for money due or to become due under this Memorandumwithout the prior written approval of the other parties.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum as of the last signature of the parties hereto.

CITY OF SANTA FE:

_____ _____
ALAN M. WEBBER, MAYOR DATE

ATTEST:

_____ _____
KRISTINE BUSTOS MIHELCIC, CITY CLERK DATE

CITY ATTORNEY:

Marcos Martinez
Marcos Martinez (Nov 29, 2021 08:00 MST)
SENIOR ASSISTANT CITY ATTORNEY

Nov 29, 2021
DATE

APPROVED FOR FINANCES

_____ _____
MARY T. MCCOY, FINANCE DIRECTOR DATE

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS:

_____
Henry P. Roybal
Chair, Santa Fe County Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

November 1, 2021
Date

Finance Division:

Yvonne S. Herrera
Finance Director

11/2/2021
Date

City of Santa Fe New Mexico
Memorandum

Date: January 5, 2022

To: Economic Development Advisory Committee: January 12, 2022
Finance Committee: January 18, 2022
Quality of Life Committee: January 19, 2022
Governing Body Meeting: January 26, 2022

From: Janice Krish, Economic Development Specialist JK

CC: Rich Brown, Director - Community and Economic Development Department

RE: Job Training and Workforce Development Contract (# Here) for Approval

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ITEM AND ISSUE:
Staff requests the approval of a Workforce Development professional services contract representing significant economic investment for the Office of Economic Development. Funding for this agreement is allocated in the Fiscal Year 2023 budget.

This is a three-year and six month contract renewal and brings a total investment in local workforce development growth to $909,479.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Economic Development Plan (the Angelou Plan), was adopted in 2004. The Angelou Plan organized the community's understanding of economic development and set the key goal of diversifying Santa Fe's economy so that Santa Fe is not dependent upon its traditional employment bases of government and tourism.

In 2008, the 'Strategy for Implementation' was adopted by the City Council. The economic development strategy focused and refined the Angelou plan to five target industries: technology, media, green, arts and culture and knowledge based. Additionally, it focused on three growth areas: business development, workforce development and site and infrastructure.

The City of Santa Fe's Economic Development Division (EDD) works to implement this strategy and build a diverse economy with a multitude of employment opportunities and high wage job options. Our goal is to make sure that Santa Fe's economy attracts and retains a talented workforce. To achieve this goal the EDD aims to work with targeted workforce development community partners.

ACTION REQUESTED:
The Economic Development Department recommends moving forward with the YouthWorks contract, since it will help fulfill the City's economic development mission to procure innovative workforce strategies and operations that address local economic development needs as we recover from the pandemic. The funding source for this contract in 2122800.510340. MUNIS Contract# 3203193

PROCUREMENT METHOD:
RFP# 22/07/P

CONTRACT NUMBER: 3203193

FUNDING SOURCE:
Fund Name/Number: 2122800.510340

ACTION REQUESTED:
The Office of Economic Development respectfully requests your review and approval.

Signature: *Richard Brown*

Email: rdbrown@santafenm.gov

Contractor Name: YouthWorks

Procurement Title: Workforce Development

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Community & Economic Development Staff Name Janice Krish

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Loretta S. Olguin | Business Operations Manager | 1/5/22

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

Fran Dunaway (Jan 12, 2022 15:55 MST)

Chief Procurement Officer | Jan 12, 2022

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.

*

Item#_____
Munis Contract# _____

CITY OF SANTA FE

Workforce Development

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide programs and services that support and train a skilled, dynamic workforce in Santa Fe, which will strengthen and grow Santa Fe's economy. The programs and services will:

A. Support job training, workforce and talent development in Santa Fe through mentorships, apprenticeships, internships and soft skill workshops.

B. Increase the number of qualified workers in Santa Fe.

C. Develop and implement pathways to trades opportunities, higher education and/or other career pathways that align with the City's business growth sectors.

D. Promote and market services through website, social media, traditional media, in-person outreach and presentations.

E. Collect data on participants to analyze outcomes of the project/program.

F. Provide quarterly metrics and annual reports on performance measures.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed, such compensation not to exceed ($909,479), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($909,479). 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.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $159,825, including New Mexico gross receipts tax in (FY22).

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $243,338, including New Mexico gross receipts tax in (FY23).

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $249,820, including New Mexico gross receipts tax in (FY24).

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $256,496, including New Mexico gross receipts tax in (FY25).

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, the contract term for a this professional services contract, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

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

to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Entire Agreement.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date;

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Janice Krish, Economic Development Specialist
Economic Development Department
500 Market Station
Santa Fe, New Mexico 87501
jakrish@santafenm.gov

To the Contractor:
YouthWorks
1000 Cordova Place#415
Santa Fe, NM 87505
meylynn@santafeyouthworks.org

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

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 6, 2021 08:14 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
Office of Economic Development

ECD/2122800.510340

AH
AH

CONTRACTOR:
YOUTHWORKS

Meylynn Schuyler
NAME

Executive Director
TITLE

DATE: December 15, 2021

CRS#02-471161-00-6
Registration # 222597

DATE: September 23, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Janice Krish, Procurement Manager
Economic Development Department

SUBJECT: Evaluation Committee Report, Workforce Development RFP # 22/07/P

In accordance with the Request for Proposals for Workforce Development issued July 1, 2021, five (5) responses were submitted from the following Offerors:

- Fab Lab Hub
- Innovate + Educate
- PARIN
- Tech Talent South
- Youthworks

Fab Lab Hub was non-responsive. They did not submit the required documents, including the Letter of Transmittal form and Campaign Contribution Disclosure form. The proposals were evaluated by the committee on August 19, 2021.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

1. Julie Sanchez, Community Services Department
2. Robert Lambert, Arts & Culture Department
3. Anna Cale, Community Services Department

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

- Aug. 10, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- Aug. 19, 2021: Evaluation Committee met for discussion and scoring of Offeror proposals.
- Sept. 2, 2021: Costs were evaluated.

Section IV.B, Technical Specifications

Technical Specifications in this template are broken out into Organizational Experience, Organizational References, and Oral Presentations.

Section IV.B.1, Organizational Experience (30 Total Points)

	Innovate + Educate	**PARIN**	**Tech Talent South**	**Youthworks**
Offeror Points	**18.3**	**18.3**	**26.6**	**29**

Specifications:

a. Provide a brief description of relevant experience with city or state government and private sector. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of workforce development programming. All workforce development programming provided to private sector will also be considered;

b. Provide a detailed bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as your project manager and any associate staff that will be involved in compiling, sorting, analyzing, and production of statistical information needed to complete the workload analysis. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.

c. Describe at least two project successes and failures of quantitative workload assessment/staffing studies completed. Include how each experience improved the Offeror's services.

Evaluation Factors:

Organizational Experience Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Innovate + Educate

The Evaluation Committee awarded Innovate + Educate 18.3 points based on the Offeror's response.

Comments: Innovate + Educate described their governmental experience and staff, but did not provide statistics of success. They do have a very professional team, however, Organizational Experience was lacking. There was not much data or outcomes for their program. This section was broad and lacking specifics of goals for the number of participants, actual processes or pathways to success. Simply naming members of the advisory committee (and their organizations) does not prove project history or success with "affiliated" organizations. The proposal needed more specific references to actual networks and existing, proven relationships.

PARIN

The Evaluation Committee awarded PARIN 18.3 points based on the Offeror's response.

Comments: PARIN's experience seems to be software driven. They have worked with many municipalities, but the description of their experience, expertise and knowledge does not align with the criteria in the proposal. The software may be effective, but would be complementary to a larger direct service project. There is too much on soft skills and not enough hard skills to anchor the proposal.

Tech Talent South

The Evaluation Committee awarded Tech Talent South 26.6 points based on the Offeror's response.

Comments: Tech Talent South has proven contracts and listed projects with municipalities. The marketing is specific and targeted and they do not serve a broad population. Tech Talent South targets intentional populations and has strong partnerships with national organizations. Programming is a good blend of assessments and direct services, using different models, however, it has a low cohort (only 25 get to participate). Monitoring and managing was addressed. The municipalities they served are much larger in population than Santa Fe.

Youthworks

The Evaluation Committee awarded Youthworks 29 points based on the Offeror's response.

Comments: Youthworks has 13 years of proven workforce development experience within the City and in a range of fields and specialties. They are proven and trusted partners with the City of Santa Fe as well as the state and county. They meet a variety of needs. They were honest with their project successes/failures. Their data collection methods were well thought out, relevant to the project, and applicable to the short, medium and long terms. They provide a nice combination of hard and soft skills and this focus on both will drive success. They provided detail on a well-rounded stable team with diverse expertise that can make the project successful. The provided detail on many local partners, but did not mention any City partnerships. They mentioned providing meals for youth and indigent families during COVID and have exceptional experience serving the community.

Section IV.B.2, MANDATORY SPECIFICATIONS (30 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**16.6**	**11.6**	**26.6**	**30**

Specifications:

A. Describe your program or project. Please include a narrative of the process including a timeline and key milestones.

Describe your goal/objective for improving Santa Fe's workforce. • What problems will your project/program solve in our workforce? What gap are you filling? • What areas/populations do you intend to target: Disconnected Youth, High School/ Middle School Students , Low income workers/families, Veterans, Single parents, Unemployed workers affected by economic recession, Median income

workers/families, Immigrant Population, Industry specific (specify), In College/Recent College Graduates, Other: (specify)

How will you improve or leverage existing programs and community partners? • How will you avoid duplication of existing programs and resources? • How will your project evolve with the needs of the labor force and address the effects of the pandemic recession?

B. Marketing and Outreach • What is your communications and outreach plan? • What audience do you need to reach and how will you achieve that?

C. Measurement and Key Indicators • What are your impact data measures and when will they be reported? • How will we know if your project/program is succeeding? • How does your impact data collection inform program improvement, creation, integration, and collaboration? • How are you identifying needs and trends? • Describe your organization's software applications, capabilities and approach in tracking and measuring performance metrics.

D. Budget • Provide a detailed breakdown of how the proposed funds will be used and if there will be any subcontractors. (Do not include any costs or what you will charge the City.) • What other sources of funding, including private sector matching funds and any other sources of leverage will be used to support your program or project? • How many years do you anticipate requesting city funds? Will you phase out the need for city funds?

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge in all the mandatory requirements.

Innovate + Educate

The Evaluation Committee awarded Innovate + Educate 16.6 points based on the Offeror's response.

Comments: Innovate + Educate was not specific on population areas. They seem to provide more general service instead of serving specific populations. Their outreach is also vague and there were not Memorandums of Understanding in place. They focused on quantity versus quality. They have had success in their internship program with the graduation of 50 interns since 2019.

Marketing and recruiting for the program was not focused on identifying or targeting the specific population they identified. Recruitment intended to reach a broad sector, necessitating the question, "How focused can the actual project application be when the sample is so broad? Past projects felt wedged into application and not applicable to the workforce development intent of the RFP. A history of data collection and reporting is not equivalent to the ability to implement workforce development solutions.

Overall, there was a lack of evidence of program, low amounts of data and too broad.

PARIN

The Evaluation Committee awarded PARIN 11.6 points based on the Offeror's response.

Comments: PARIN may have good service, but were not specific on how they will provide this to the community. They said they would serve everyone.

Although, technically a valid proposal, the subscription to a software program does not meet criteria for this RFP. On numerous occasions in the application, the applicant simply responded with a "does not apply" to questions that were intended to quantify measurements of potential success and "fit".

This is a software company for soft skills and would be a great complement to another direct service project. Committee was unsure about their focus and target audience was not addressed. What about Spanish speakers or those without internet access?

Tech Talent South

The Evaluation Committee awarded Tech Talent South 26.6 points based on the Offeror's response.

Comments: They are targeting intentional populations, and have strong partnerships with national organizations. Their Program is a good blend of assessments and direct services that includes monitoring, managing, and using different models, however, the low cohort is concerning and there is not a pipeline to get people into jobs or careers.

A very focused and specific proposal that isolates as many variables as possible to ensure success of the participants. Through much targeted recruitment and controlled training in coding, this proposal serves to prepare a workforce for digital jobs (a growing, stable industry). Great proven statistics detail impressive success rates and reinforce their ability to reach underserved, but qualified participants who are more likely to be successful in the program. Ideal sample size of cohort (25) seems small, but that number was reached through trial/error and hard analysis of program effectiveness. The committee was concerned about the return on investment for such a small sample, but the high hiring rate compensates for that. Tech Talent South appears to be have many networks with job pipelines that embrace remote work (a growing market) and will allow young residents to stay in Santa Fe and still compete for high paying tech jobs. Success is measured by enrollment, performance and placement equally.

Youthworks

The Evaluation Committee awarded Youthworks 30 points based on the Offeror's response.

Comments: Youthworks responded excellent to all mandatory requirements. They provided a wide variety of tracts participants can go down. They tied in their mission to serve marginalized populations. They have a good blend of direct service, soft skills, and case management. Their measurements are well thought out and fits the scope of the project. Youthworks has been providing workforce development for 20 years. Their focus on at-risk youth and their ability to target, engage and serve that community is proven again and historical experience working with 'opportunity' youth population.

Section IV.B.3, Desirable Specifications (15 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**8.6**	**6.3**	**10**	**14.3**

Specifications:

Demonstrate how your job training/workforce program will align with regional and state workforce programs, goals and objectives such as: Santa Fe Community College, Northern Area and Central Workforce Development Board, NM Workforce Solutions d. NM Workforce Connections, Other (specify)

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge of regional and state programs. Points will also be awarded for programs that create or align with work-based learning programs.

Innovate + Educate

The Evaluation Committee awarded Innovate + Educate 8.6 points based on the Offeror's response.

Comments: Innovate + Educate did not provide assurance that they knew existing goals and objectives. They specified partners, but failed to provide details on what that relationship would look like. They seemed to be familiar with leaders in the field, but did not provide any details on their experience to back up the partnerships. They partner with workforce agencies, but the relationships were not described in detail.

PARIN

The Evaluation Committee awarded PARIN 6.3 points based on the Offeror's response.

Comments: The merits for the software were effectively presented, however those merits do not resonate with the needs and intents of RFP. A wholly digitized software approach to the City's need for workforce development does not address entire populations without computer access and restricts "connection" to the process for non-traditional learners who respond to verbal or other alternative means of learning. The software seems more appropriate for a very specific population who are identifying their individual skill sets and continued career focus. PARIN's response lacked measurable, skills training.

Tech Talent South

The Evaluation Committee awarded Tech Talent South 10 points based on the Offeror's response.

Comments: Shared values with City of Santa Fe Eonomic Departmnet but did not outline how project would work with New Mexico agencies. Great data, which supported the outcomes. Cohort was small but had a record of accomplishment of success. Great blend of indirect and direct services and broadening the economy.

Youthworks

The Evaluation Committee awarded Youthworks 14.3 points based on the Offeror's response.

Comments: Youthworks is familiar with all other goals in the community. They did a great job stating how they align with goals and objectives of Santa Fe Community College and state agencies. They did mention they meet federal performance measures and have a proven history of pivoting and innovating to respond to market needs. They are receiving federal Department of Labor funding to support their work, which indicates there is a good track record with the Federal government Could have been clearer on apprenticeship and internship opportunities with larger entities such as Workforce Solutions and Department of Labor.

Section IV. C, Business Specifications

Section IV.C.1, Financial Stability (Pass/Fail)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**Pass**	**Pass**	**Pass**	**Pass**

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding year, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

Evaluation Factors:

Pass/Fail only. No points assigned.

All responsive Offerors passed this category.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**Pass**	**Pass**	**Pass**	**Pass**

Specifications:

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

Evaluation Factors:

Pass/Fail only. No points Assigned.

All responsive Offerors passed this category.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**Pass**	**Pass**	**Pass**	**Pass**

Specifications:

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

Evaluation Factors:

Pass/Fail only. No points Assigned.

All responsive Offerors passed this category.

Section IV.C.4, Oral Presentation (5 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**5**	**5**	**5**	**5**

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. It is an opportunity to demonstrate a cohesive team with the capability to express a unified vision and answer questions from the evaluation committee.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

Comments: The Evaluation Committee elected to not have oral presentations; therefore, all Offerors received the total points assigned for this category.

Section IV.C.5, Costs (5 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**5**	**1.6**	**2.5**	**.66**

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Is fee reasonable for scope and schedule? Complete budget and an accompanying narrative that outlines the expenses that will be needed to operate the workforce development program. Define the amount of matching dollars and in-kind services in the budget; how they will be used 1. Description of funding requested 2. Number of years of funding request 3. Outline how you will phase out City funding for your program 4. Delineate funds from other

sources 5. Specify if you will be maximizing or applying for federal, state or other funding sources.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Cost

---------- X Available Award Points

Each Offeror's Cost

Cost Proposal Evaluation: Innovate + Educate

The Evaluation Committee awarded **Innovate + Educate available 5 points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = 1 X 5 = 5

$130,000

Cost Proposal Evaluation: PARIN

The Evaluation Committee awarded **PARIN 1.6 available points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = .31X 5 = 1.6

$417,500

Cost Proposal Evaluation: Tech Talent South

The Evaluation Committee awarded **Tech Talent South 2.5 available points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = .5X 5 = 2.5

$ 261,250

Cost Proposal Evaluation: Youthworks

The Evaluation Committee awarded **Youthworks .66 available points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = .131 X 5 = .66

$ 986,699

Section IV.C.6, NM Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
NM Business Preference	0	0	0	2.55
NM Subcontractors Preference	0	0	0	0

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below. A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors. Page 25 of 59 B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors. The maximum available local preference shall be 6%.

Innovate + Educate

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

Offeror is using not using NM subcontractors. Offeror was awarded zero (0) Points.

PARIN

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

Offeror is not using NM subcontractors. Offeror was awarded zero (0) Points.

Tech Talent South

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

Offeror is not using NM subcontractors. Offeror was awarded zero (0) Points.

Youthworks

Offeror did submit NM Preference Certificate. Offeror was awarded 2.55 points.

Offeror is using NM subcontractors. Offeror was awarded zero (0) Points.

Workforce Development
RFP # 22/07/P **Evaluation Summary**

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Section IV.B 1. Technical Specifications Organizational Experience (30 Points)	**18.3**	**18.3**	**26.6**	**29**
Section IV.B 2. Technical Specifications Mandatory Specifications (30 Points)	**16.6**	**11.6**	**26.6**	**30**
Section IV.B 3. Technical Specifications Desirable Specifications (15 Points)	**8.6**	**6.3**	**10**	**14.3**
Section IV.C 1. Business Specifications Financial Stability (Pass/Fail)	**Pass**	**Pass**	**Pass**	**Pass**
Section IV.C 2. Business Specifications Letter of Transmittal ((Pass/Fail))	**Pass**	**Pass**	**Pass**	**Pass**
Section IV.C 3. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	**Pass**	**Pass**	**Pass**	**Pass**
Section IV.C 4. Business Specifications Oral Presentations (5 Points)	**5**	**5**	**5**	**5**
Section IV.C 5. Business Specifications Cost (5 Points)	**5**	**1.6**	**2.5**	**.66**
Section IV.C 6. New Mexico Resident Business Preference 3%	**0**	**0**	**0**	**2.55**
Section IV.C 6. New Mexico Resident Using Subcontractors Preference 6%	**0**	**0**	**0**	**0**
TOTAL POINTS AWARDED	**53.5**	**42.8**	**70.7**	**81.51**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contracts to perform the scope of work as outlined in the Workforce Development RFP #22/07/P to: **Youthworks**

Committee Signature Approval

Julie Sanchez (Sep 28, 2021 09:30 MDT)

Julie Sanchez — Date
Evaluation Committee Member

Robert Lambert
Robert Lambert (Sep 28, 2021 14:51 MDT)

Robert Lambert — Date
Evaluation Committee Member

Anna Cale Pendas
Anna Cale Pendas (Sep 28, 2021 09:29 MDT)

Anna Cale — Date
Evaluation Committee Member

9/23/21

Janice Krish — Date
Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway

9/30/2021

Fran Dunaway — Date
Chief Procurement Officer
City of Santa Fe

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201099**

Contractor: **YouthWorks**

Description: **YouthWorks helps to fulfill the City's economic development mission to procure innovative workforce strategies and operations that address local economic recovery and resiliency and non secondary education work options for a youth**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **February 1, 2022** Term End Date: **June 30, 2025**

[☐] Approved by Council Date: _____

Contract / Lease: **This is a 3.5 year contract for innovative workforce development**

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)

Youthworks has been a jobs training and workforce development contractor since, we believe 2016. They provide industry-focused job training (and soft skills work) for local youth. We have seen incredible growth in the jobs training program as they provide a pipeline of culinary students to address our need in the hospitality/tourism industry (#2 industry in Santa Fe).

3. **Procurement History:** **Awarded a job training and workforce contract in 2016**

Fran Delaney (Jan 12, 2022 15:55 MST) Jan 12, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: awarded from RFP 22/07/P 3.5 years 1/2022-6/30/2025

4. **Funding Source:** **2122800** **Org / Object:** **510340**

Andy Hopkins (Jan 6, 2022 15:37 MST) Jan 6, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Janice Krish** Phone # **505. 955-f6915**

Email: **jakrish@santafenn.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

The City of Santa Fe
AND
Economic Development Department

REQUEST FOR PROPOSALS (RFP)

Workforce Development

RFP# 22/07/P

RFP Release Date: July 1, 2021

Proposal Due Date: July 30, 2021

ELECTRONIC-ONLY PROPOSAL SUBMISSION

I. INTRODUCTION **1**

A. PURPOSE OF THIS REQUEST FOR PROPOSALS *1*
B. BACKGROUND INFORMATION *1*
C. SCOPE OF PROCUREMENT *1*
D. PROCUREMENT MANAGER *1*
E. PROPOSAL SUBMISSION *2*
F. DEFINITION OF TERMINOLOGY *2*
G. PROCUREMENT LIBRARY *5*
A. SEQUENCE OF EVENTS 6
B. EXPLANATION OF EVENTS 6
1. Issue RFP *6*
2. Acknowledgement of Receipt Form *7*
3. Pre-Proposal Conference *7*
4. Deadline to Submit Written Questions *7*
5. Response to Written Questions *7*
6. Submission of Proposal *8*
7. Proposal Evaluation *8*
8. Selection of Finalists *8*
9. Best and Final Offers *8*
10. Oral Presentations/ Interview *8*
11. Finalize Contractual Agreements *9*
12. Contract Awards *9*
13. Protest Deadline *9*
C. GENERAL REQUIREMENTS 9
1. Acceptance of Conditions Governing the Procurement *9*
2. Incurring Cost *10*
3. Prime Contractor Responsibility *10*
4. Subcontractors/Consent *10*
5. Amended Proposals *10*
6. Offeror's Rights to Withdraw Proposal *10*
7. Proposal Offer Firm *10*
8. Disclosure of Proposal Contents *10*
9. No Obligation *11*
10. Termination *11*
11. Sufficient Appropriation *11*
12. Legal Review *11*
13. Governing Law *11*
14. Basis for Proposal *11*
15. Contract Terms and Conditions *12*
16. Offeror's Terms and Conditions *12*
17. Contract Deviations *12*
18. Offeror Qualifications *12*
19. Right to Waive Minor Irregularities *13*
20. Change in Contractor Representatives *13*
21. Notice of Penalties *13*
22. Department Rights *13*
23. Right to Publish *13*
24. Ownership of Proposals *13*
25. Confidentiality *13*
26. Electronic mail address required *14*

27. Use of Electronic Versions of this RFP *14*
28. Campaign Contribution Disclosure Form *14*
29. Letter of Transmittal *14*
30. Disclosure Regarding Responsibility *15*
31. Local Preferences *16*

III. RESPONSE FORMAT AND ORGANIZATION **17**

A. NUMBER OF RESPONSES 17
1. ELECTRONIC SUBMISSION ONLY Responses *17*
B. PROPOSAL FORMAT 18
1. Proposal Content and Organization *18*

IV. SPECIFICATIONS **19**

A. DETAILED SCOPE OF WORK 19
B. TECHNICAL SPECIFICATIONS 19
1. Organizational Experience *19*
2. Mandatory Specifications *20*
A. Describe your program or project. Please include a narrative of the process including a timeline and key milestones. *20*
3. Desirable Specifications *21*
C. BUSINESS SPECIFICATIONS 21
1. Financial Stability *21*
2. Letter of Transmittal Form *21*
3. Campaign Contribution Disclosure Form *21*
4. Oral Presentation/Interview *21*
5. Proposed Fees/Cost/Budget *22*
6. Local Preference *22*

V. EVALUATION **23**

A. EVALUATION POINT SUMMARY 23
B. EVALUATION FACTORS (SEE TABLE 1) 23
1. B.1 Organizational Experience *23*
2. B.2 Mandatory Specifications *23*
3. B.3 Desirable Specifications *24*
4. C.1 Financial Stability *24*
5. C.2 Letter of Transmittal *24*
6. C.3 Campaign Contribution Disclosure Form *24*
7. C.4 Oral Presentation *24*
8. C.5 Cost *24*
9. C.6. Local Preferences *24*
C. EVALUATION PROCESS 26

APPENDIX A **27**

ACKNOWLEDGEMENT OF RECEIPT FORM **27**

APPENDIX B **29**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM **29**

APPENDIX C **33**

COST RESPONSE FORM **33**

APPENDIX D 35

LETTER OF TRANSMITTAL FORM 35

APPENDIX E 37

NON-COLLUSION AFFIDAVIT 37

APPENDIX F 39

CONFLICT OF INTEREST 39

APPENDIX G 3

LIVING WAGE ORDINANCE 3

APPENDIX H 5

DRAFT CONTRACT 5

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of innovative workforce strategies and operations that address local economic development needs.

B. BACKGROUND INFORMATION

The City of Santa Fe's Economic Development Plan (the Angelou Plan), was adopted in 2004. The Angelou Plan organized the community's understanding of economic development and set the key goal of diversifying Santa Fe's economy so that Santa Fe is not dependent upon its traditional employment bases of government and tourism.

In 2008, the 'Strategy for Implementation' was adopted by the City Council. The economic development strategy focused and refined the Angelou plan to five target industries: technology, media, green, arts and culture and knowledge based. Additionally, it focused on three growth areas: business development, workforce development and site and infrastructure.

The City of Santa Fe's Economic Development Division (EDD) works to implement this strategy and build a diverse economy with a multitude of employment opportunities and high wage job options. Our goal is to make sure that Santa Fe's economy attracts and retains a talented workforce. To achieve this goal the EDD aims to work with targeted workforce development community partners.

C. SCOPE OF PROCUREMENT

The City of Santa Fe's Office of Economic Development goal is to support, train, and cultivate a skilled, and creative workforce in Santa Fe to help evolve and strengthen Santa Fe's economy. We strive to design a workforce platform that will nurture innovative ideas and eventually evolve into a standalone community of providers who are using a variety of funding sources to create workforce development solutions that align with our industry cluster growth. It is the City's expectation that this investment in job training and workforce development will be made self-sufficient through private sector contributions and that the City of Santa Fe's funding commitment will phase out over time.

To promote a diversity of programmatic ideas, we look to award funding to multiple proposers. As such, this procurement may likely result in contractual agreements between multiple sets of two parties; the procurement agreements may ONLY be used exclusively by those sets of two parties.

D. PROCUREMENT MANAGER

Economic Development Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Janice Krish, Procurement Manager
Telephone: (505) 955-6915
Email: jakrish@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Central Purchasing Office**" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

5. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.

6. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

8. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. "**Department**" means the Requesting Department sponsoring this Procurement.

12. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

15. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

16. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

17. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

18. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

21. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

22. "**Multiple Source Award**" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

23. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

24. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s)s .

25. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

26. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

27. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

28. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

29. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

30. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

31. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

32. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

33. "**State (the State)**" means the State of New Mexico.

34. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

35. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

36. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

Other relevant links:

- **City of Santa Fe, Office of Economic Development**
  https://www.santafenm.gov/office_of_economic_development_research
- **New Mexico Department of Workforce Solutions:** https://www.dws.state.nm.us/en-us/
  Northern Area Local Workforce Development Board: https://northernboard.org/
- **Santa Fe County Workforce Program:** http://www.protecsantafe.com/
- **New Mexico Workforce Connection/SER-Jobs for Progress** ; Provider for the NALWDB:
  https://www.jobs.state.nm.us/vosnet/Default.aspx
- **Santa Fe Community College**: https://www.sfcc.edu/economic-workforce-development/

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	July 1, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	July 13, 2021
3. Pre-Proposal Conference	Requesting Department	July 13, 2021
4. Deadline to submit Written Questions	Potential Offerors	July 16, 2021
5. Response to Written Questions	Procurement Manager	July 19, 2021
6. Submission of Proposal	***Potential Offerors***	***July 30, 2021***
7.* Proposal Evaluation	Evaluation Committee	July 30, 2021
8.* Selection of Finalists	Evaluation Committee	August 6, 2021
9. * Oral Presentation(s)	Finalist Offerors	August 9 - 10, 2021
10.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	August 11 – September 3, 2021
12.* Contract Awards	Requesting Department/ Finalist Offerors	September 10, 2021
13.* Protest Deadline	Central Purchasing Office	+15 days from Award

**Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.*

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City's Office of Economic Development on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 11:00 AM MST/MDT July 13, 2021 – https://santafenm-gov.zoom.us/j/98685759331?pwd=Tm56U1kzZU5tK0pySHk1WXhRcFhKdz09.

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to: https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON July 30, 2021 **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation/Interview, if any, will be determined at this time. Finalists will be comprised of Offerors with the highest cumulative scores (excluding Oral Presentation points) in the evaluation sheet in section "Evaluation" Section "V" of this document.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

10. Oral Presentations/ Interview

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation or interview over a zoom call to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations/interviews are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc). The Department will provide Finalist Offerors with applicable details. Whether or not

Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix H. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX H) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

21. Notice of Penalties

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

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. 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 state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or 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 Chief Procurement Officer or other party to this Agreement 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 render the Offeror nonresponsive.

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 Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

1. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

2. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

The Local Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. *NUMBER OF COPIES 6*

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      - One (1) ELECTRONIC version of the requisite proposals as **unredacted** (def. Section I.F.35) versions for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.26) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

b) **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6. Make sure to include the RFP number, Title and Due Date in the subject line of the email response.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

B. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Proposal Summary
E. Response to Contract Terms and Conditions (from Section II.C.15)
F. Offeror's Additional Terms and Conditions (from Section II.C.16)
G. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
    1. Organizational Experience
    2. Organizational References
    3. Mandatory Specifications
    4. Desirable Specficiations
    5. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
    6. Local Preferences (if applicable)
H. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX C)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor shall provide programs and services that support and train a skilled, dynamic workforce in Santa Fe, which will strengthen and grow Santa Fe's economy. The programs and services will:

A. Support job training, workforce and talent development in Santa Fe through mentorships, apprenticeships, internships and soft skill workshops.

B. Increase the number of qualified workers in Santa Fe.

C. Develop and implement pathways to trades opportunities, higher education and/or other career pathways that align with the City's business growth sectors.

D. Promote and market services through website, social media, traditional media, in-person outreach and presentations.

E. Collect data on participants to analyze outcomes of the project/program.

F. Provide quarterly metrics and annual reports on performance measures.

B. TECHNICAL SPECIFICATIONS

Please provide detailed information for each of the following:

1. Organizational Experience

Offeror **must**:

a. Provide a brief description of relevant experience with city or state government and private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of workforce development programming. All workforce development programming provided to private sector will also be considered;

b. Provide a detailed bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as your project manager and any associate staff that will be involved in compiling, sorting, analyzing, and production of statistical information needed to complete the workload analysis. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.

c. Describe at least two project successes and failures of quantitative workload assessment/staffing studies completed. Include how each experience improved the Offeror's services.

2. Mandatory Specifications

A. Describe your program or project. Please include a narrative of the process including a timeline and key milestones.

- Describe your goal/objective for improving Santa Fe's workforce.
- What problems will your project/program solve in our workforce? What gap are you filling?
- What areas/populations do you intend to target:
    - Disconnected Youth
    - High School/ Middle School Students
    - Low income workers/families
    - Veterans
    - Single parents
    - Unemployed workers affected by economic recession
    - Median income workers/families
    - Immigrant Population
    - Industry specific (specify)
    - In College/Recent College Graduates
    - Other: (specify)

- How will you improve or leverage existing programs and community partners?
- How will you avoid duplication of existing programs and resources?
- How will your project evolve with the needs of the labor force and address the effects of the pandemic recession?

B. Marketing and Outreach

- What is your communications and outreach plan?
- What audience do you need to reach and how will you achieve that?

C. Measurement and Key Indicators

- What are your impact data measures and when will they be reported?
- How will we know if your project/program is succeeding?
- How does your impact data collection inform program improvement, creation, integration, and collaboration?
- How are you identifying needs and trends?
- Describe your organization's software applications, capabilities and approach in tracking and measuring performance metrics.

D. Budget

- Provide a detailed breakdown of how the proposed funds will be used and if there will be any subcontractors. (Do not include any costs or what you will charge the City.)
- What other sources of funding, including private sector matching funds and any other sources of leverage will be used to support your program or project?
- How many years do you anticipate requesting city funds? Will you phase out the need for city funds?

3. Desirable Specifications

- Demonstrate how your job training/workforce program will align with regional and state workforce programs, goals and objectives such as:

    a. Santa Fe Community College
    b. Northern Area and Central Workforce Development Board
    c. NM Workforce Solutions
    d. NM Workforce Connections
    e. Other (specify)

- Demonstrate how your job training/workforce program will align with or can create internships, apprenticeships and/or mentorships opportunities.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding year, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Letter of Transmittal Form

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

3. Campaign Contribution Disclosure Form

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

4. Oral Presentation/Interview

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. It is an opportunity to demonstrate a cohesive team with the capability to express a unified vision and answer questions from the evaluation committee.

5. Proposed Fees/Cost/Budget

Offerors must complete the Cost Response Form in APPENDIX C. Is fee reasonable for scope and schedule? Complete budget and an accompanying narrative that outlines the expenses that will be needed to operate the workforce development program. Define the amount of matching dollars and in-kind services in the budget; how they will be used

1. Description of funding requested
2. Number of years of funding request
3. Outline how you will phase out City funding for your program
4. Delineate funds from other sources
5. Specify if you will be maximizing or applying for federal, state or other funding sources.

6. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors *(Correspond to section IV.B and IV C)*	**Points Available**
B. Technical Specifications	
B. 1. Organizational Experience	30
B.2. Mandatory Specifications	30
B.3. Desirable Specifications	15
C. Business Specifications	15
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Oral Presentations	5
C.5. Cost	5
TOTAL POINTS AVAILABLE	**100**
C.6. City of Santa Fe Local Preference per Section IV C. 2	**3**
C.6. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**6**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS (See Table 1)

1. B.1 Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge in all the mandatory requirements.

3. **B.3 Desirable Specifications**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge of regional and state programs. Points will also be awarded for programs that create or align with work-based learning programs.

4. **C.1 Financial Stability**

Pass/Fail only. No points assigned.

5. **C.2 Letter of Transmittal**

Pass/Fail only. No points assigned.

6. **C.3 Campaign Contribution Disclosure Form**

Pass/Fail only. No points assigned.

7. **C.4 Oral Presentation**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

8. **C.5 Cost**

The budget totals for all four years will be added to calculate the Cost score. The evaluation of each Offeror's cost proposal will be conducted using the following formula:

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

9. **C.6. Local Preferences**

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL
WORKFORCE DEVELOPMENT
RFP #22/07/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 5:00 pm MST/MDT on July 13, 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX H.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing@santafenm.gov
Subject Line: Workforce Development – RFP #22/07/P

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Roman Abeyta
Councilor Christopher Rivera
Councilor Joanne Vigil Coppler
Councilor Jaime Cassutt-Sanchez

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

COST RESPONSE FORM

COST RESPONSE FORM

Budget Narrative: Please provide a detailed explanation for each budget line item to justify the cost. Examples of explanations include job titles, wage rate, hours worked/charged, types of benefits and rates, estimated mileage/visits to locations, office and other supplies, and agency program operation or program costs.

Please include an estimated cost breakdown.

Job Titles/Program	**Type**	**Hours Worked/Charged**	**Wage Rate/Costs**

All yearly amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (09/01/2021 thru 06/30/2022) Price:$_____

Option Year 2: (07/01/2022 thru 06/30/2023) Price:$_____

Option Year 3: (07/01/2023 thru 06/01/2024) Price:$_____

Option Year 4: (07/01/2024 thru 06/30/2025) Price:$_____

APPENDIX D

LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 22/07/P

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)
_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____ _____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX E

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.
And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX F

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Workforce Organization each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Workforce Organization and known key personnel needs to describe the conflict.

The Workforce Organization agrees that, if after award, an organizational conflict of interest is discovered, the Workforce Organization makes an immediate and full written disclosure to the City that includes a description of the action that the Workforce Organization has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Workforce Organization was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded City of Santa Fe Workforce Development Program For the duration of this firm's involvement in the City of Santa Fe Workforce Development Program contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the City of Santa Fe Workforce Development Program contract.

I certify that this firm will keep all City of Santa Fe Workforce Development Program contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized

and necessary to the City of Santa Fe Workforce Development Program contract. I understand that if this firm leaves this City of Santa Fe Workforce Development Program contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the City of Santa Fe Workforce Development Program contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the City of Santa Fe Workforce Development Program contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

_____

Authorized Representative/Title:

_____

Phone Number:

_____

Fax Number:

_____

E-mail Address:

_____

Signature:

_____

Date:

_____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX G

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.32 PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medic-aid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

APPENDIX H

DRAFT CONTRACT

The Agreement included in this Appendix H represents the contract the City intends to use to make awards. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

Item#_____
Munis Contract# _____

CITY OF SANTA FE

Workforce Development

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide programs and services that support and train a skilled, dynamic workforce in Santa Fe, which will strengthen and grow Santa Fe's economy. The programs and services will:

A. Support job training, workforce and talent development in Santa Fe through mentorships, apprenticeships, internships and soft skill workshops.

B. Increase the number of qualified workers in Santa Fe.

C. Develop and implement pathways to trades opportunities, higher education and/or other career pathways that align with the City's business growth sectors.

D. Promote and market services through website, social media, traditional media, in-person outreach and presentations.

E. Collect data on participants to analyze outcomes of the project/program.

F. Provide quarterly metrics and annual reports on performance measures.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of_____dollars ($_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) 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 (AMOUNT). 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.

A. The total amount payable to the Contractor under this Agreement, excluding/including gross receipts tax and expenses, shall not exceed (AMOUNT) 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_____dollars ($_____) in (FY21) through (FY22) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) 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_____dollars ($_____) in (FY22) through (FY23) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) 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, the contract term for a this professional services contract, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

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

to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Entire Agreement.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date;

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City: Janice Krish, Economic Development Specialist
Economic Development Department
500 Market Station
Santa Fe, New Mexico 87501
jakrish@santafenm.gov

To the Contractor: [insert name, address and email].

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:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____
Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (May 20, 2021 14:02 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org#.

YOUTINC-03 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2021

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 License # 0757776
HUB International Insurance Services (SOW)
518 8th Street
Las Vegas, NM 87701

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of America	12572
INSURER B : New Mexico SW Casualty Co	
INSURER C : Selective	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Youthworks, Inc.
1000 Cordova Place #415
Santa Fe, NM 87505

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		S 2305636	7/2/2021	7/2/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S 2305636	7/2/2021	7/2/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			S 2305636	7/2/2021	7/2/2022	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH)	N / A		0101668	8/1/2020	8/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Commercial Property			S 2305636	7/2/2021	7/2/2022		
C	Professional Liab.			S 2305636	7/2/2021	7/2/2022		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects: YouthWorks Summer Meals Program 6/1/2021 - 8/15/2021

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED — AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

ABUSE OR MOLESTATION
AM 00 37 05 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION LIABILITY COVERAGE PART

Section II — Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your Abuse or Molestation Liability policy, but only with respect to liability the insured is legally obligated to pay as "damages" because of "abuse" or "molestation" resulting in "injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) designated in the Schedule.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the occurrence.

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INSURED'S COPY

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	Page 5
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following**:**

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

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

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II - WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **1.,** above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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(1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(2) The construction, erection or removal of elevators; or

(3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.** through **4.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

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3. An “executive officer” or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for “bodily injury” or “property damage” arising out of your ongoing operations or “your work” done under a written contract or written agreement and included in the “products-completed operations hazard”, if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;

2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an “insured contract”.

The section above only applies to that person or organization identified above, and only if the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or “suit” give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** “Personal and advertising injury”:

“Personal and advertising injury” also means “discrimination” that results in injury to the feelings or reputation of a natural person, however only if such “discrimination” or humiliation is:

1. Not done by or at the direction of:

a. The insured; or

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b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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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: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 02-471161-00-6

Owner: MELYNN SCHUYLER

License Number: 222597

License Type: Business License - Renewable

Issued Date: October 01, 2021

Classification: Business Registration - Standard

Expiration Date: October 01, 2022

Fees Paid: $35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE , NM 87505

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