Agenda

Regular Meeting of the Governing Body
March 26, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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

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Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

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- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **899 8632 8306**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order

2. Pledge of Allegiance

    a. Councilor Cassutt

3. Salute to the New Mexico Flag

    a. Councilor Lindell

4. Invocation and Rememberances

    a. Councilor Romero-Wirth

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

    a. Strengthening Communities: Leveraging State and Local Recovery Funds for Human Services. (Julie Sanchez; Youth & Family Division Director; jjsanchez@santafenm.gov and Emily Oster, Finance Director; ekoster@santafenm.gov)

9. Action Items: Consent Agenda

    a. Request for Approval of the March 12, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

    Committee Review:
    Governing Body: 03/26/2025

    b. Request for Approval of a General Services Contract with Keers Facility Services LLC in the Total Amount of $1,000,000 for On-Call Remediation Services with Term Ending December 31, 2028. (Caryn Grosse, Public Works Project Manager III; clgrosse@santafenm.gov)

    Committee Schedule:
    Public Works and Utilities Committee: 03/17/2025
    Finance Committee: 03/24/2025
    Governing Body: 03/26/2025

    c. Request for Approval of Professional Services Agreement with HDR Engineering, Inc. in the Total Amount of $339,388 Including NMGRT for Engineering Design Services for a Four-Year Term. (Paul F. Heerbrant, PE Engineer Supervisor: pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $339,388 from Wastewater Enterprise Fund to Wastewater WIP Design.

Committee Review:
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

d. Request for Approval of Amendment No. 1 to Professional Services Agreement Item #24-0505 with WH Pacific Inc to Reflect Company's Name Change to NV5 Inc. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

e. Request for Approval of a Construction Contract with Alive Electric, Inc. in the Amount of $600,000 Excluding NMGRT for On-Call General Electrical Services for a Four-Year Term. (Fred Heerbrandt, Engineer Supervisor: pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $649,125 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

f. Request for Approval of Amendment No. 3 to Price Agreement Item #21-0378 with Sub Surface Contracting, Inc. to Increase Compensation by $542,187.50 for a New Total Amount of $2,168,751 Including NMGRT for On-Call City-Wide Water Utility Construction and Repair. (Bill Huey, Engineer, bchuey@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

g. Request for Approval of Amendment No. 1 to Price Agreement Item #21-0378

with A.A.C. Construction, LLC to Increase Compensation by $542,187.50 for a New Total Amount of $1,626,562.50 Including NMGRT for On Call City-Wide Water Utility Construction and Repair. (Bill Huey, Engineer, bchuey@santafenm.gov).

Committee Review:
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

h. Request for Approval of General Services Contract with Newterra Corporation, Inc., in the Amount of $249,984 for the Rental of Six Aerators for a Six-Month Term. (Michael Dozier, Wastewater Management Division Director; mldozier@santafenm.gov and LeRoy Alvarado, Wastewater Division Operations Supervisor; lmalvarado@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $249,984 from Wastewater Management Enterprise Fund to Wastewater Capital Projects WIP Construction.

Committee Review:
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

i. Request Approval of a Budget Amendment Resolution (BAR) in the Amount of $150,000 to Fund Temporary Positions within the Public Utilities Department Administrative Division. (Nancy Jimenez, Utility Billing Division Director; nljimenez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025 **POSTPONED**
Governing Body: 03/26/2025

j. CONSIDERATION OF RESOLUTION NO. 2025- ____. (Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer and Wine During the 2025 Railyard Plaza Summer Scene Concerts on June 5, 2025; June 6, 2025; June 12, 2025; June 13, 2025; June 19, 2025; June 20, 2025; June 26, 2025; July 18, 2025; July 25, 2025; August 1, 2025; August 8, 2025; August 22, 2025 and August 29, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:

Governing Body (Introduced): 03/12/2025
Quality of Life Committee: 03/19/2025
Governing Body: 03/26/2025

k. CONSIDERATION OF RESOLUTION NO. 2025- ____. (Councilor Alma Castro) A Resolution Approving the Consumption of Beer and Wine During SITE Santa Fe's Annual Gala Dinner Event on July 18th, 2025, at the Ramada in the Railyard Park, Pursuant to Subsection 23-6.2(C) SFCC 1987, and Rescinding the Approval for Consumption on June 26th, 2025, which was Granted in Resolution 2023-7. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/12/2025
Quality of Life Committee: 03/19/2025
Governing Body: 03/026/2025

l. CONSIDERATION OF RESOLUTION NO.____(Councilor Amanda Chavez) A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-I2457-GF, to Plan, Design, and Construct Improvements on Jemez Road, Including a Sewer Line South of Airport Road, to Improve Residential Septic Systems.

Committee Review:
Governing Body (Introduced): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

10. Action Items: Discussion Agenda

a. Request for Approval to Purchase Traffic Barriers from Meridian Rapid Defense Group, LLC in the Total Amount of $233,286.79. (Brian Williams, Director of Emergency Management; bgwilliams@santafenm.gov)

Committee Review:
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

b. Approval of a Proposed Announcement of the Sale or Lease of Midtown Site Parcels Pursuant to Resolution 2021-16 (Daniel Hernandez, Director Metropolitan Redevelopment Agency, dahernandez@santafenm.gov)

Committee Review:
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

11. Matters from the City Manager

12. Matters from the City Attorney

13. Matters from the City Clerk

14. Communications from the Governing Body

15. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Alma Castro)
    A Resolution Authorizing the Sale and Consumption of Beer and Wine During the Railyard Plaza Summer Scene Concert Sponsored by SITE Santa Fe on June 25, 2025, Pursuant to Subsection 23-6.2© SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 03/26/2025
    Quality of Life Committee: 04/02/2025
    Governing Body: 04/09/2025

    b. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez)
    A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-24-I2455-GF, to Acquire Land For, and Plan, Design, Construct, Purchase, Repair, Permit, and Improve, a Regional Wastewater Treatment Plant. (Mike Dozier, Wastewater Division Director; mldozier@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 03/26/2025
    Public Works and Utilities Committee: 03/31/2025
    Finance Committee: 04/07/2025
    Governing Body: 04/09/2025

    c. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Amanda Chavez)
    A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-24-I2458-GF, to Plan, Design and Construct Wastewater System Improvements, Including Sewer Services and a Stormwater Plan for Vereda de Valencia. (Zoe Isaacson, River and Watershed Manager; zrisaacson@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 03/26/2025
    Public Works and Utilities Committee: 03/31/2025
    Finance Committee: 04/07/2025
    Governing Body: 04/09/2025

    d. CONSIDERATION OF RESOLUTION NO. 2025-___. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Amanda Chavez)
    A Resolution Making a Finding of Necessity and Designating an Area Comprised of a

Majority of the Midtown Local Innovation Corridor Overlay District as a Metropolitan Redevelopment Area. (Daniel Hernandez, Director of Metropolitan Development Agency; dahernandez@santafenm.gov and Carly Vendetti, Asset Development Manager, Metropolitan Development Agency; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Economic Development Advisory Committee: 04/02/2025
Quality of Life Committee: 04/02/2025
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

16. Petitions from the Floor

17. Public Comment on Bills (First Public Comment, No Action)

18. Final Action on Legislation (Public Hearing)

19. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

20. Appointments

    a. Ethics and Campaign Review Board

        - James P. Sullivan - Appointment - Term Ending 07/2026

21. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

CITY OF SANTA FE

March 26, 2025

STRENGTHENING COMMUNITIES

Leveraging State and Local Fiscal Recovery Funds for Human Services

Julie Sanchez, Youth and Family Services Division Director

ARPA BACKGROUND

- The City received $15 million in Federal American Rescue Plan Act (ARPA) grant funding.
- In April 2022 the Governing Body approved 16 projects funded with ARPA dollars. The 16 projects fall into four investment priority categories which were determined through a community engagement process.
- Today's focus will be on human services projects deployed through the City's Youth & Family Services Division.

INVESTMENT PRIORITY	APPROVED ARPA ALLOCATION
Community Health & Safety	$6,900,000 (46%)
Economic Health	$4,300,000 (28%)
Public Infrastructure	$1,700,000 (11%)
Children & Youth Support Services	$1,150,000 (8%)
Administrative Expenses	$999,631 (7%)
TOTAL	**$15,049,631**

VOICE FROM THE PUBLIC

1. Community Survey
   - 10 minute online survey, English and Spanish
   - Open from Oct-Nov 2021, to residents 18+
   - 1,040 survey responses, 15% received in Spanish, 85% in English

2. Community Listening Session
   - October 2021
   - Translation service available
   - 90 minute session
   - 15 participants

3. Petitions from the Floor
   - Captured during City Council meetings on October 27th and November 10th
   - Residents were asked to share ideas for ARPA funding.
   - In total 17 community members ideas were captured

Community Health and Safety, Children and Youth Support Services, and Economic Health were the 3 areas that respondents felt needed the most funding allocation.

"The Southside community needs help; there have been lots of evictions. Folks are struggling to pay rent, especially those working in the tourism industry. It is especially hard for undocumented or non-English speakers. Many of the resources are not made available for low income, Spanish speakers." –*Community Listening Session Attendee*

"We can do more to support and educate a robust early childhood workforce." –*Community Listening Session Attendee*

"There needs to be more focus on hiring and training people from here in the community. Then people can afford to stay and live here." –*Community Listening Session Attendee*

"I love the open spaces that Santa Fe has; so many parks and so much nature." –*Community Listening Session Attendee*

PRIORITY PROJECTS

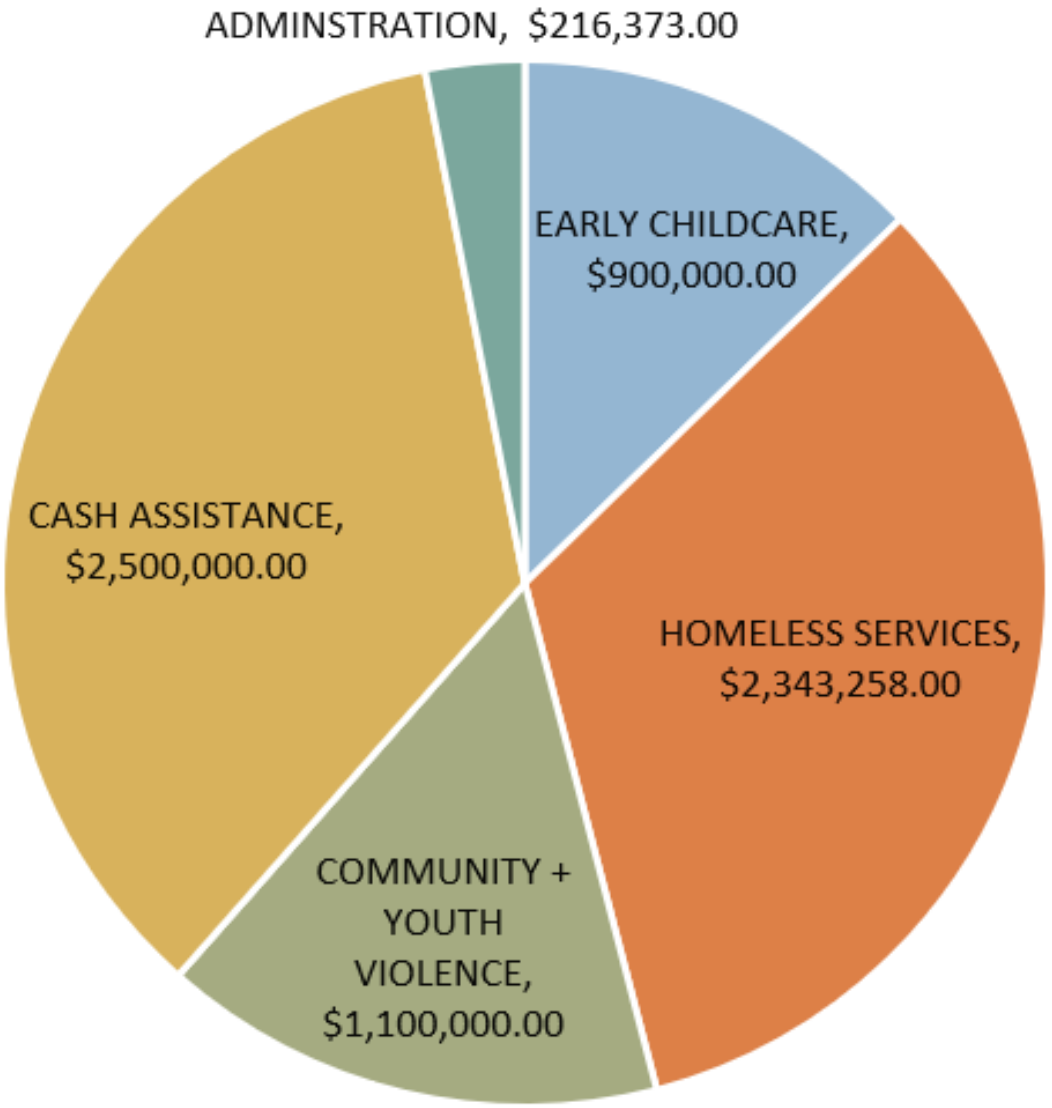
- Early Childcare
- Homeless Services
- Community + Youth Violence
- Cash Assistance
- Administration

SLFRF-ARPA FUNDS

Community Partnerships.
ARPA funding covers a total of 24 contractors working to address some of the city's most pressing issues.

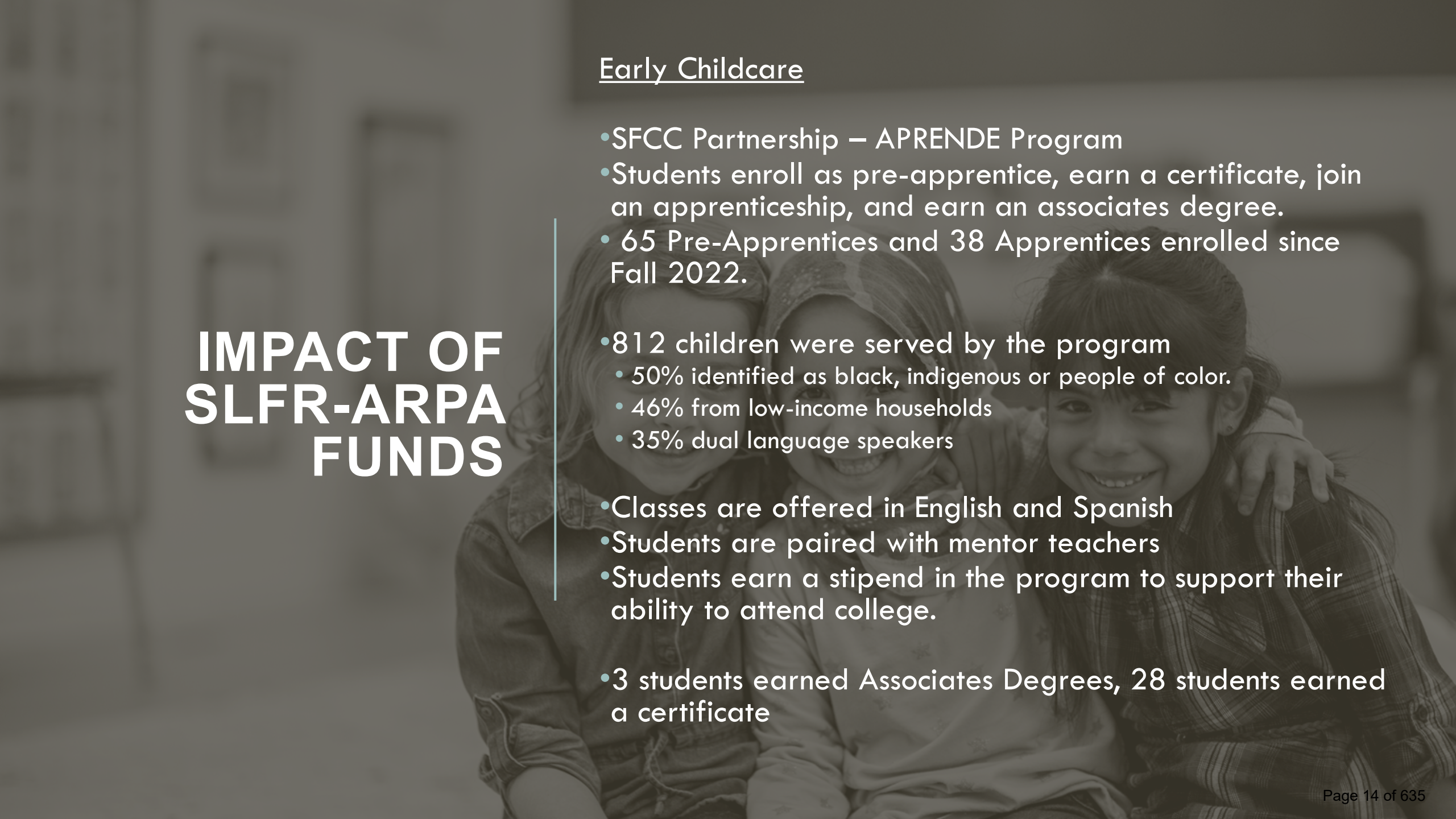
New and Innovative Programming.
-Direct Cash Assistance.
-Work-based learning programming.
-Micro-Communities.
-Pre-Apprentice/Apprentice Programming.
-Youth Violence Interruption Pilot Project.
-Domestic Violence Response Team.

New Partnerships.
-Office of Economic Development + SFPS - Work-based learning
-Santa Fe Police Department – Youth Gun Violence + Domestic Violence



Total YFSD Allocation: $7,059,631.00

IMPACT OF SLFR-ARPA FUNDS



Early Childcare

- SFCC Partnership – APRENDE Program
- Students enroll as pre-apprentice, earn a certificate, join an apprenticeship, and earn an associates degree.
- 65 Pre-Apprentices and 38 Apprentices enrolled since Fall 2022.

- 812 children were served by the program
  - 50% identified as black, indigenous or people of color.
  - 46% from low-income households
  - 35% dual language speakers

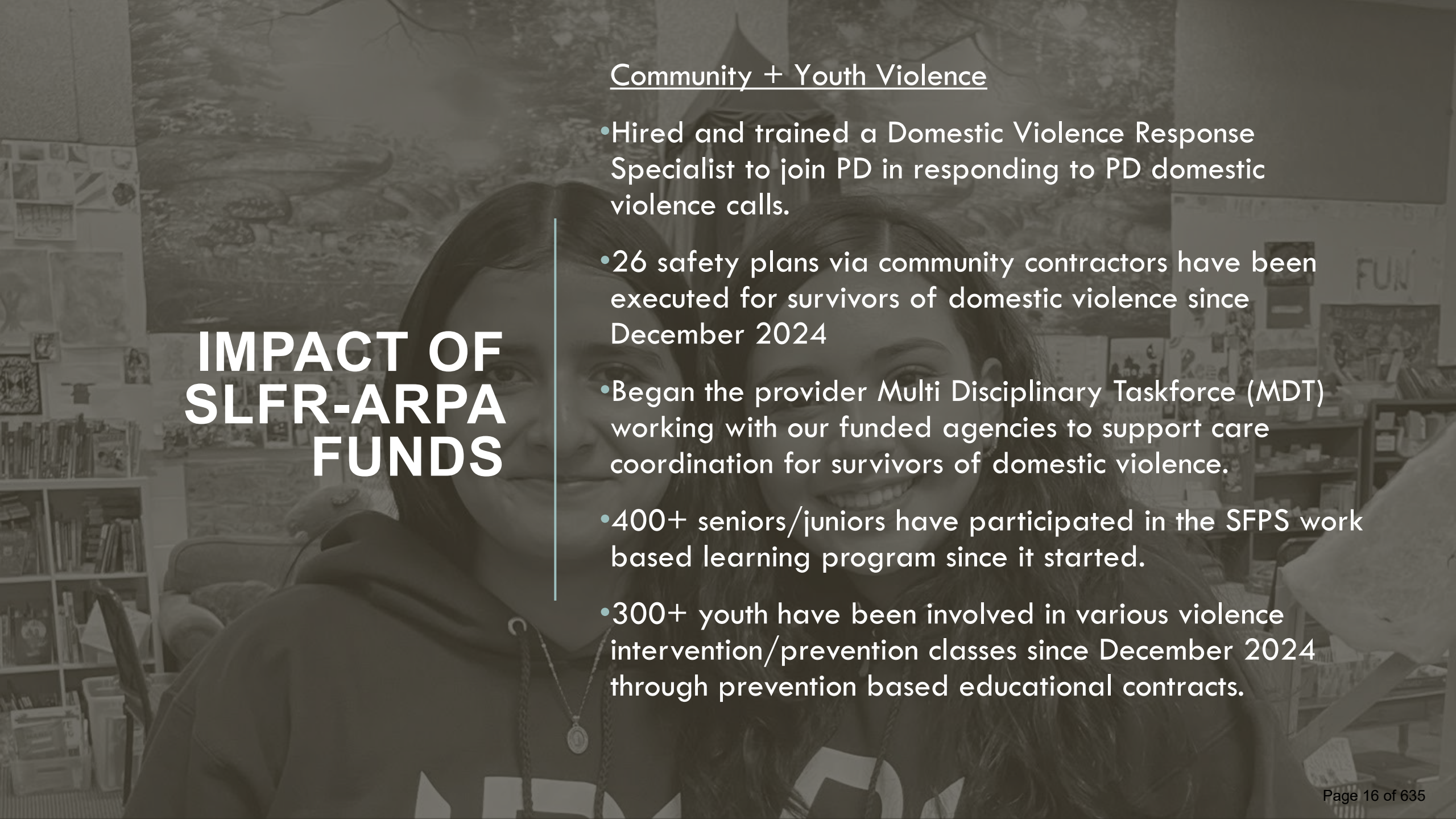
- Classes are offered in English and Spanish
- Students are paired with mentor teachers
- Students earn a stipend in the program to support their ability to attend college.

- 3 students earned Associates Degrees, 28 students earned a certificate

IMPACT OF SLFR-ARPA FUNDS

Homeless Services

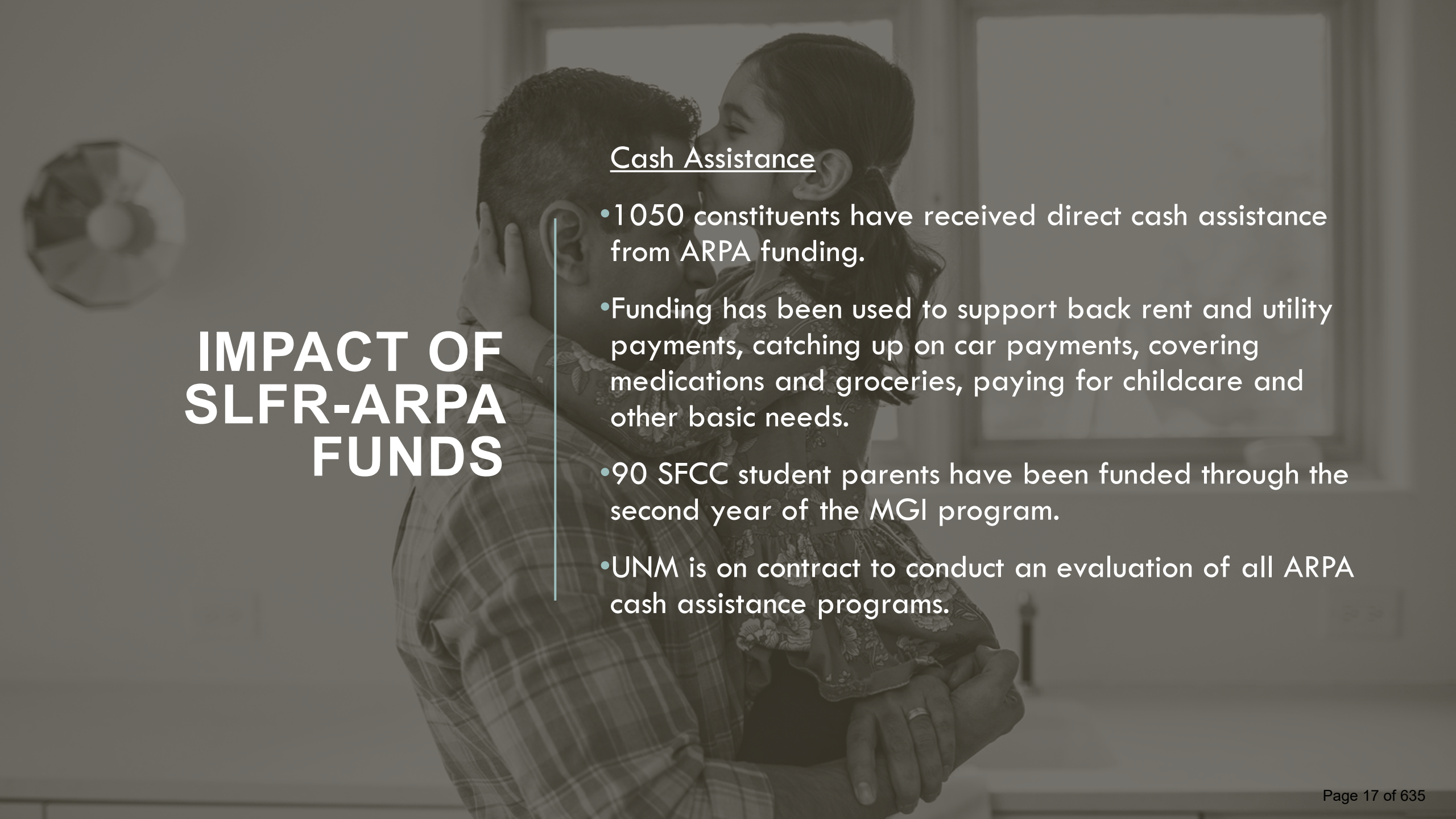
- Piloted the city's first low barrier non-congregate 10 unit micro-community site, that allows for couples, and pets.
- Successfully housed 10 chronically homeless residents into a permanent housing solution.
- Expanded Street Outreach Services from 1 worker to now 6 workers (all positions hired as of March 2025), who will work with individuals living on the street.



IMPACT OF SLFR-ARPA FUNDS

Community + Youth Violence

- Hired and trained a Domestic Violence Response Specialist to join PD in responding to PD domestic violence calls.
- 26 safety plans via community contractors have been executed for survivors of domestic violence since December 2024
- Began the provider Multi Disciplinary Taskforce (MDT) working with our funded agencies to support care coordination for survivors of domestic violence.
- 400+ seniors/juniors have participated in the SFPS work based learning program since it started.
- 300+ youth have been involved in various violence intervention/prevention classes since December 2024 through prevention based educational contracts.



IMPACT OF SLFR-ARPA FUNDS

Cash Assistance

- 1050 constituents have received direct cash assistance from ARPA funding.
- Funding has been used to support back rent and utility payments, catching up on car payments, covering medications and groceries, paying for childcare and other basic needs.
- 90 SFCC student parents have been funded through the second year of the MGI program.
- UNM is on contract to conduct an evaluation of all ARPA cash assistance programs.

INVESTING TODAY, TRANSFORMING TOMORROW

These investments are just the beginning of our strategy to uplift youth, families, and underserved communities.

In the coming months, we will focus on tracking and measuring success, ensuring we see real impact in education, employment, and family well-being..

Our goal is to ensure ARPA funds create lasting, transformational change for Santa Fe's families and youth.

These programs are designed to lift people up, create new opportunities, and build resilience for future generations.

We look forward to continued discussions with the Governing Body as we roll out these investments.

WE CAN DO INCREDIBLE THINGS WITH A LARGE FLEXIBLE ALLOCATION OF PUBLIC FUNDING.

THANK YOU!

Agenda

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1. Call to Order

2. Pledge of Allegiance

    a. Councilor Lindell

3. Salute to the New Mexico Flag

    a. Councilor Michael Garcia

4. Invocation and Rememberances

    a. Councilor Faulkner

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

    a. Report on the City of Santa Fe Employee Physical and Mental Wellbeing Two-Year Pilot Program Presentation. (Alvin Valdez, Benefits and Wellness Manager, aavaldez1@santafenm.gov and Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov)

    b. Pallet Communities and the Community Engagement Plans. (Henri Hammond-Paul, Community Health and Safety Director; jmhammondpaul@santafenm.gov and Julie Sanchez, Youth and Family Division Director; jjsanchez@santafenm.gov)

9. Action Items: Consent Agenda

    a. Request for Approval of the February 26, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

        Committee Review:
        Governing Body: 03/12/2025

    b. Request for Approval of a Construction Contract with McDowell Mechanical LLC in the Total Amount of $10,818,750 Including NMGRT for On-Call Mechanical and Plumbing Services through December 31, 2029. (Caryn Grosse, Public Works Project Manager III; clgrosse@santafenm.gov)

        Committee Review:
        Public Works and Utilities Committee: 03/03/2025
        Finance Committee: 03/10/2025
        Governing Body: 03/12/2025

c. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 from FY25 Complete Streets One-Time Funding in Professional Contracts to Complete Streets WIP Design and WIP Construction for the Citywide Sidewalk Improvement Program. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/03/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

d. Request for Approval of a General Services Contract with Pure Operations LLC for Water Meter Calibration and Testing in the Total Amount of $449,200 for a Four-Year Term. (Randy Lopez, Transmission and Distribution Supervisor; rjlopez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/03/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

e. Request for Approval of a Professional Services Contract with Parker Pest Control for Gopher, Structural Pest and Rodent Control in the Total Amount of $287,778.75 Including NMGRT for a Four-Year Term. (Ryan S. Pitcher, IPM Manager; rspitcher@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/03/2025
Finance Committee:03/10/2025
Governing Body: 03/12/2025

f. Request for Approval of a Professional Services Contract with Molzen Corbin in the Total Amount of $2,094,284.97 for Environmental Engineering and Design Services for the Paseo Real Water Reclamation Facility for a Two-Year Term. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,094,285 From Public Utilities Cash Balance to Fund WIP Design.

Committee Review:
Public Works and Utilities Committee: 03/03/2025
Fiannce Committee: 03/10/2025
Governing Body: 03/12/2025

g. Request for Approval of Amendment No. 1 to Professional Services Contract Item #21-0522 with Financial Consulting Solutions Group, Inc. to Remove the Fiscal Year Cap for Amounts Payable to Contractor for Utility Rate and Financial Services. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 3/3/2025
Finance Committee: 3/10/2025
Governing Body: 3/12/2025

h. Request for Approval of a Memorandum of Understanding with the New Mexico Department of Homeland Security and Emergency Management and the State Fire Marshal's Office to Promote Fire and Life Safety by Conducting and/or Assisting the State Fire Marshal's Office with Fire Code Inspections, to Enter Upon Building and Premises for the Purpose of Examination and Inspection, when Deemed Beneficial to Both Parties. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

i. Request for Approval of Amendment No. 3 to General Services Contract Item #22-0062 with Mittera to Increase the Compensation by $164,000 for a New Total Amount of $586,827.47 Including NMGRT for Printing of the Official Santa Fe Visitor's Guide for Tourism Santa Fe. (Randy Randall, TSF Executive Director; rrandall@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

j. Request for Approval of a Professional Services Contract with The Life Link for Micro Community Management and Services in the Total Amount of 1,986,338.60. (Kristen Woods, Project Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

k. Request for Approval of Amendment No. 1 to General Services Contract Item #23-0350 with Pallet PBC to Provide Shelter Units and Facilities with Safe

Outdoor Space in the Total Amount of $1,466,100 to Adjust for Price Increase with No Change in Total Compensation and Extend Term to June 30, 2026. (Kristen Woods, Program Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

l. Request for Approval of Budget Amendment Resolution (BAR) in the Total Amount of $120,000 to Pay Wells Fargo Bank Credit Card Fees. (Clarence Romero, Treasury Officer; clromero@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/17/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

m. Request for Approval of an Easement for Telecommunications Facilities with Plateau Telecommunications, Inc., in the Amount of $32,456.25 Including NMGRT to Install and Maintain a Telecommunications Electronics Central Office at the Genoveva Chavez Community Center. (Terry Lease, Asset Development Manager; tjlease@santafenm.gov and Nina Nguyen, Asset Development Associate; nanguyen@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/03/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

n. Request for Approval of a New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant 24-I3138 in the Amount of $438,000 for Improvements at Los Prados Park with a Reversion Date of June 30, 2028. (Scott A. Overlie, Parks and Open Space PW Project Manager; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate the DFA Funding in the Amount of $438,000 into FY25 Parks and Trails CIP Revenue and WIP Construction.

Committee Review:
Public Works and Utilities Committee: 03/03/2025
Finance Committee:03/10/2025
Governing Body: 03/12/2025

o. Request for Approval of Amendment No. 1 to Construction Contract Item #23-

0164 with EMCO of Santa Fe, LLC, to Increase Compensation by $23,460 for a New Total Amount of $421,362.50 for Erosion Control and Bank Repair at Arroyo de Los Chamisos. (Zoë R. Isaacson, River & Watershed Manager; zrisaacson@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/03/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

p. CONSIDERATION OF RESOLUTION NO. 2025___. (Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer and Wine in the Railyard Park During the 2025 Railyard Movies in the Park on May 31, 2025; June 28, 2025; July 26, 2025; August 9, 2025; and August 23, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Quality of Life Committee: 03/05/2025
Governing Body: 03/12/2025

q. CONSIDERATION OF RESOLUTION NO. 2025___. (Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for an Agreement with New Mexico Department of Finance and Administration, Regarding Appropriation ID Number H3360, New Mexico Department of Transportation Control Number C5233360, to Acquire Rights of Way for and to Plan, Design and Construct Bicycle and Pedestrian Improvements Along Pacheco Street Between West San Mateo Road and Alta Vista Street. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Public Works and Utilities Committee: 03/03/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

r. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Michael Garcia)
A Resolution Authorizing the Sale and Consumption of Beer and Hard Cider During the Party on the Pitch Soccer Tournament on May 31, 2025, Pursuant to Section 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Quality of Life Committee: 03/05/2025
Governing Body: 03/12/2025

s. CONSIDERATION OF RESOLUTION NO. 2025____. (Mayor Alan Webber)
A Resolution Approving Budget Amendments for the Buckman Direct Diversion Board and Santa Fe Solid Waste Management Agency and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's Second Quarter Budget Amendments for Fiscal Year 2025. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Public Works and Utilities Committee: 03/03/2025
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

t. CONSIDERATION OF RESOLUTION 2025___. (Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Department of Finance and Administration, Regarding Appropriation ID Number H3359, New Mexico Department of Transportation Control Number C52333359, to Acquire Rights of Way and to Plan, Design, Construct, and Improve Governor Miles Road from Richards Avenue to Nizhoni Drive. (Regina Wheeler, Public Works Director; rawheeler@santafe.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Public Works and Utilities Committee: 03/03/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

10. Action Items: Discussion Agenda
11. Matters from the City Manager
12. Matters from the City Attorney
13. Executive Session Action Items
14. Matters from the City Clerk
15. Communications from the Governing Body
16. Introduction of Legislation
    a. CONSIDERATION OF RESOLUTION NO. ____. (Councilor Alma Castro)

A Resolution Authorizing the Sale and Consumption of Beer and Wine During the 2025 Railyard Plaza Summer Scene Concerts on June 5, 2025; June 6, 2025; June 12, 2025; June 13, 2025; June 19, 2025; June 20, 2025; June 26, 2025; July 18, 2025; July 25, 2025; August 1, 2025; August 8, 2025; August 22,2025 and August 29,2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/12/2025
Quality of Life Committee: 03/19/2025
Governing Body: 03/26/2025

b. CONSIDERATION OF RESOLUTION NO. ____. (Councilor Alma Castro)
A Resolution Approving the Consumption of Beer and Wine During SITE Santa Fe's Annual Gala Dinner Event on July 18th, 2025, at the Ramada in the Railyard Park, Pursuant to Subsection 23-6.2(C) SFCC 1987, and Rescinding the Approval for Consumption on June 26th, 2025, which was Granted in Resolution 2023-7. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/12/2025
Quality of Life Committee: 03/19/2025
Governing Body: 0/026/2025

c. CONSIDERATION OF RESOLUTION NO.____(Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-I2457-GF, to Plan, Design, and Construct Improvements on Jemez Road, Including a Sewer Line South of Airport Road, to Improve Residential Septic Systems.

Committee Review:
Governing Body (Introduced): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

a. CONSIDERATION OF BILL NO. 2025-4. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Carol Romero-Wirth, Councilor Michael Garcia, Councilor Amanda Chavez)
A Bill Amending Ordinance No. 2024-6 to Approve Three Individual Loan Agreements with the New Mexico Environment Department to be Paid with Revenues from Each System, Respectively: (1) a Wastewater Project Loan Agreement; (2) a Water Project

Loan Agreement; and (3) a Solid Waste Collection Project Loan Agreement; Incorporating Defections and Covenants Relating to Wastewater, Water, and Waste-Water System Debt Obligations in Each Loan Agreement, Respectively, by Reference Herein; Ratifying Prior Action Consistent with the Provisions Hereof; and Repealing Prior Action Inconsistent with the Provisions Hereof, but Only to the Extent of Such Inconsistency. (Emily Oster, Finance Director; ekoster@santafenm.gov and Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Governing Body (Public Comment): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
~~Governing Body (Public Hearing): 03/26/2025~~ (Schedule amended per Article IV(A)(4))
Governing Body (Public Hearing): 04/09/2025

b. CONSIDERATION OF BILL NO. 2025-7. ADOPTION OF ORDINANCE NO. 2025-____. (Mayor Alan Webber)
A Bill Regarding Annual Budgets Including Multi-Year Appropriations; Amending Section 11-2.1 to Conform with the City's Charter; Establish Multi-Year Appropriations for Capital Outlay, Grant-Funded Projects, and "Special Appropriations"; and, Effective December 31, 2025, Amending Section 11-2.4 to Sunset the Finance Director's Budget Amendment Authority to Carry Over Certain Unexpended Appropriations Into the Next Fiscal Year. (Alexis Lotero, Assistant Finance Director; aclotero@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Governing Body (Public Comment): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: (Public Hearing): 04/09/2025

c. CONSIDERATION OF Bill NO. 2025-9. ADOPTION OF ORDINANCE NO. 2025____. (Councilor Michael Garcia, Councilor Amanda Chavez, Councilor Alma Castro, and Councilor Pilar Faulkner)
A Bill Amending Section 11-14.5 of the Economic Development Fund Ordinance to Change the Sunset Date for Depositing Certain Land Sale Revenues in the Affordable Housing Trust Fund from December 31, 2025, to December 31, 2030. (Johanna Nelson, Director of Office of Economic Development and Interim Director of Office of Affordable Housing; jcnelson@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Governing Body (Public Comment): 03/12/2025
Economic Development Advisory Committee: 04/02/2025
Quality of Life Committee: 04/23/2025

Finance Committee: 04/28/2025
Governing Body (Public Hearing): 05/14/2025

19. Final Action on Legislation (Public Hearing)

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

21. Appointments

    a. Santa Fe River Commission

    - Jake Lyon - Reappointment - Term Ending 02/2028
    - Heidi Klingel - Reappointment - Term Ending 02/2028
    - Karen Jackson - Appointment - Term Ending 02/2028

    b. Airport Advisory Board

    - Jyl DeHaven - Reappointment - Term Ending 02/2028
    - Rosemary Thompson - Reappointment - Term Ending 02/2028
    - Len Rand - Reappointment - Term Ending 02/2028
    - Lutz Arnold - Reappointment - Term Ending 02/2028

    c. Santa Fe City and County Advisory Council on Food Policy

    - Jasmine Meyer - Reappointment - Term Ending 01/2028
    - Sergio Mata-Cisneros - Appointment - Filling an Unexpired Term Ending 01/2026

    d. Board of Adjustment

    - Gary Friedman - Reappointment - Term Ending 09/2027
    - Coleen Dearing - Reappointment - Term Ending 09/2027
    - Teague Douglas - Reappointment - Term Ending 09/2027
    - Daniel Painter - Reappointment - Term Ending 09/2027

    e. Historic Districts Review Board

    - Scott Cherry - Appointment - Term Ending 01/2027

- Madeline Aguilar-Medrano - Reappointment - Term Ending 01/2027
- Cecilia Rios - Reappointment - Term Ending 01/2027

f. Audit Committee

- Elizabeth Travis - Appointment - Term Ending 11/2028
- Bill Keller - Appointment - Term Ending 11/2028

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, MARCH 12 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	Call To Order	Convened at 5:03 pm	3
2.	Pledge of Allegiance	Councilor Lindell	3
3.	Salute to the NM Flag	Councilor Michael Garcia	3
4.	Invocation and Remembrances	Councilor Faulkner	3
5.	Roll Call	Quorum	3-4
6.	Approval of Agenda	Approved	4
7.	Approval of Consent Agenda	Approved	4
8.	Presentations		
	a. City Emp. Pilot Program	Heard	4
	b. Pallet Communication	Heard	4
10.	Action Items: Consent Agenda	None	4-8
17.	Petitions From The Floor	Heard	9
10.	Action Items: Discussion Agenda		
	a. Police Vehicles	Approved	8
	b. BAR	Approved	11-12
11.	Matters from the City Manager	Heard	9
12.	Matters from the City Attorney	Heard	9
13.	Executive Session Action Items	None	9
14.	Matters from the City Clerk	Heard	9

15.	**Communications from the GB**	**Heard**	**9**
16.	**Introduction of Legislation**		
	a. Resolution 2025-_____	**Introduced**	**9-10**
	b. Resolution No. 2025-____	**Introduced**	**10**
	c. Resolution No. 2025-_____	**Introduced**	**10**
18.	**Public Comments on Bills**		
	a. Bill 2025-4		**10**
	b. Bill 2025-7		**10-11**
	c. Bill 2025-9		**11**
19.	**Final Action on Legislation**	**None**	**11**
20.	**Public Hearings(Land Use Cases)**	**None**	**11**
21.	**Appointments**		
	a. SF River Commission	**Approved**	**11-12**
	b. Airport Adv. Board	**Approved**	**12**
	c. Food Policy	**Approved**	**12**
	d. Board of Adjustment	**Approved**	**12-13**
	e. Historic Dist. Review Bd.	**Approved**	**13**
	f. Audit Committee	**Approved**	**13**
23.	**Adjourn**	**Adjourned at 8:13 pm**	**13-14**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, MARCH 12, 2025 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The regular meeting of the Governing Body was called to order by Mayor Webber at 5:06 pm, on Wednesday, January 29, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Lindell.

3. SALUTE TO THE NEW MEXICO FLAG

The salute to the New Mexico Flag was led by Councilor Michael Garcia.

4. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Faulkner.

A moment of silence and remembrances were given.

5. ROLL CALL

MEMBERS PRESENT
Mayor Alan Webber
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Amanda Chavez
Councilor Alma Castro, virtually
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Michael Garcia
Councilor Carol Romero-Wirth

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager
Erin McSherry, City Attorney
Andrea Salazar, City Clerk
Elizabeth Martin, Stenographer

6. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the agenda as presented.

VOTE The motion passed on a voice vote.

7. APPROVAL OF CONSENT AGENDA

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve the consent agenda as amended.

VOTE The motion passed on a voice vote.

8. PRESENTATIONS

A. REPORT ON THE CITY OF SANTA FE EMPLOYEE PHYSICAL AND MENTAL WELLBEING TWO-YEAR PILOT PROGRAM PRESENTATION

Given.

B. PALLET COMMUNITIES AND THE COMMUNITY ENGAGEMENT PLANS

Given.

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE FEBRUARY 26, 2025, REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH MCDOWELL MECHANICAL LLC IN THE TOTAL AMOUNT OF $10,818,750 INCLUDING NMGRT FOR ON-CALL MECHANICAL AND PLUMBING SERVICES THROUGH DECEMBER 31, 2029.

Approved on consent.

C. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $1,000,000 FROM FY25 COMPLETE STREETS ONE-TIME FUNDING IN PROFESSIONAL CONTRACTS TO COMPLETE STREETS WIP DESIGN AND WIP CONSTRUCTION FOR THE CITYWIDE SIDEWALK IMPROVEMENT PROGRAM.

Approved on consent.

D. REQUEST FOR APPROVAL OF A GENERAL SERVICES CONTRACT WITH PURE OPERATIONS LLC FOR WATER METER CALIBRATION AND TESTING IN THE TOTAL AMOUNT OF $449,200 FOR A FOUR-YEAR TERM.

Approved on consent.

E. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH PARKER PEST CONTROL FOR GOPHER, STRUCTURAL PEST AND RODENT CONTROL IN THE TOTAL AMOUNT OF $287,778.75 INCLUDING NMGRT FOR A FOUR-YEAR TERM.

Approved on consent.

F. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH MOLZEN CORBIN IN THE TOTAL AMOUNT OF $2,094,284.97 FOR ENVIRONMENTAL ENGINEERING AND DESIGN SERVICES FOR THE PASEO REAL WATER RECLAMATION FACILITY FOR A TWO-YEAR TERM.

Approved on consent.

G. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT ITEM #21-0522 WITH FINANCIAL CONSULTING SOLUTIONS GROUP, INC. TO REMOVE THE FISCAL YEAR CAP FOR AMOUNTS PAYABLE TO CONTRACTOR FOR UTILITY RATE AND FINANCIAL SERVICES.

Approved on consent.

H. REQUEST FOR APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE NEW MEXICO DEPARTMENT OF

HOMELAND SECURITY AND EMERGENCY MANAGEMENT AND THE STATE FIRE MARSHAL'S OFFICE TO PROMOTE FIRE AND LIFE SAFETY BY CONDUCTING AND/OR ASSISTING THE STATE FIRE MARSHAL'S OFFICE WITH FIRE CODE INSPECTIONS, TO ENTER UPON BUILDING AND PREMISES FOR THE PURPOSE OF EXAMINATION AND INSPECTION, WHEN DEEMED BENEFICIAL TO BOTH PARTIES.

Approved on consent.

I. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO GENERAL SERVICES CONTRACT ITEM #22-0062 WITH MITTERA TO INCREASE THE COMPENSATION BY $164,000 FOR A NEW TOTAL AMOUNT OF $586,827.47 INCLUDING NMGRT FOR PRINTING OF THE OFFICIAL SANTA FE VISITOR'S GUIDE FOR TOURISM SANTA FE.

Approved on consent.

J. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH THE LIFE LINK FOR MICRO COMMUNITY MANAGEMENT AND SERVICES IN THE TOTAL AMOUNT OF $1,986,338.60.

Approved on consent.

K. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO GENERAL SERVICES CONTRACT ITEM #23-0350 WITH PALLET PBC TO PROVIDE SHELTER UNITS AND FACILITIES WITH SAFE OUTDOOR SPACE IN THE TOTAL AMOUNT OF $1,486,100 TO ADJUST FOR PRICE INCREASE WITH NO CHANGE IN TOTAL COMPENSATION AND EXTEND TERM TO JUNE 30, 2026.

Approved on consent.

L. REQUEST FOR APPROVAL OF BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $120,000 TO PAY WELLS FARGO BANK CREDIT CARD FEES.

Approved on consent.

M. REQUEST FOR APPROVAL OF AN EASEMENT FOR TELECOMMUNICATIONS FACILITIES WITH PLATEAU TELECOMMUNICATIONS, INC. IN THE AMOUNT OF $32,456.25 INCLUDING NMGRT TO INSTALL AND MAINTAIN A

TELECOMMUNICATIONS ELECTRONICS CENTRAL OFFICE AT THE GENOVEVA CHAVEZ COMMUNITY CENTER.

Approved on consent.

N. REQUEST FOR APPROVAL OF A NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT GRANT 24-13138 IN THE AMOUNT OF $438,000 FOR IMPROVEMENTS AT LOS PRADOS PARK WITH A REVERSION DATE OF JUNE 30, 2028.

Approved on consent.

O. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO CONSTRUCTION CONTRACT ITEM #23-0164 WITH EMCO OF SANTA FE, LLC, TO INCREASE COMPENSATION BY $23,460 FOR A NEW TOTAL AMOUNT OF $421,362.50 FOR EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS.

Approved on consent.

P. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE IN THE RAILYARD PARK DURING THE 2025 RAILYARD MOVIES IN THE PARK ON MAY 31, 2025; JUNE 28, 2025; JULY 26, 2025; AUGUST 9, 2025; AND AUGUST 23, 2025, PURSUANT TO SUBSECTION 23-6.2 C SFCC 1987.

Approved on consent.

Q. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, REGARDING APPROPRIATION ID NUMBER H3360, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5233360, TO ACQUIRE RIGHTS OF WAY FOR AND PLAN, DESIGN AND CONSTRUCT BICYCLE AND PEDESTRIAN IMPROVEMENTS ALONG PACHECO STREET BETWEEN WEST SAN MATEO ROAD AND ALTA VISTA STREET.

Approved on consent.

R. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND HARD

CIDER DURING THE PARTY ON THE PITCH SOCCER TOURNAMENT ON MAY 31, 2025, PURSUANT TO SECTION 23-6.2 C SFCC 1987.

Approved on consent.

S. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S SECOND QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.

Approved on consent.

T. CONSIDERATION OF RESOLUTION 2025_____. A RESOLUTION AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, REGARDING APPROPRIATION ID NUMBER H3359, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C52333359, TO ACQUIRE RIGHTS OF WAY AND TO PLAN, DESIGN, CONSTRUCT, AND IMPROVE GOVERNOR MILES ROAD FROM RICHARDS AVENUE TO NIZHONI DRIVE.

Approved on consent.

Councilor Lindell left the meeting and is excused.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Romero-Wirth, to move to Petitions From The Floor.

VOTE The motion passed on a roll call vote as follows:

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Faulkner, yes; Councilor Michael Chavez, yes; Councilor Lee Garcia, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Mayor Webber, yes.

17. PETITIONS FROM THE FLOOR

Erick Fuentes. Mr. Fuentes spoke to the soldiers monument regarding the study and the monument remaining on the Plaza.

Dani Katz. Ms. Katz spoke to the homeless situation due to free services here. Have homeless work at the recycling center. Short term rentals are a lose, lose.

Remove the graffiti on the monument.

Rachel Thompson. Ms. Thompson spoke to pallet shelters. We need to know who is on the Advisory Board. Seniors important homeless too.

Debra DeMac. Ms. DeMac is representing the subdivision near the sites for pallet shelters. Homeless issues.

Stephanie Beninato. Ms. Beninato spoke to being lied to by the City of Santa Fe regarding her lawsuit.

10. ACTION ITEMS: DISCUSSION AGENDA

None.

11. MATTERS FROM THE CITY MANAGER

Heard.

12. MATTERS FROM THE CITY ATTORNEY

Heard.

13. EXECUTIVE SESSION ACTION ITEMS

None.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

16. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF RESOLUTION NO. _____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE 2025 RAILYARD PLAZA SUMMER SCENE CONCERTS ON JUNE 5, 2025; JUNE 6, 2025; JUNE 12, 2025; JUNE 13, 2025; JUNE 19, 2025; JUNE 20, 2025; JUNE 26, 2025; JULY 18, 2025; JULY 25, 2025; AUGUST 1, 2025; AUGUST 8, 2025; AUGUST 22, 2025; AND AUGUST 29, 2025.

Introduced.

B. CONSIDERATION OF RESOLUTION NO. _____. A RESOLUTION APPROVING THE CONSUMPTION OF BEER AND WINE DURING SITE SANTA FE'S ANNUAL GALA DINNER EVENT ON JULY 18, 2025, AT THE RAMADA IN THE RAILYARD PARK, PURSUANT TO SUBSECTION 23-6.2 C SFCC 1987, AND RESCINDING THE APPROVAL FOR CONSUMPTION ON JUNE 26, 2025, WHICH WAS GRANTED IN RESOLUTION 2023-7.

Introduced.

C. CONSIDERATION OF RESOLUTION NO. _____. A RESOLUTION AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT, REGARDING AGREEMENT NUMBER SAP- I2457-GF, TO PLAN, DESIGN, AND CONSTRUCT IMPROVEMENTS ON JEMEZ ROAD, INCLUDING A SEWER LINE SOUTH OF AIRPORT ROAD, TO IMPROVE RESIDENTIAL SEPTIC SYSTEMS.

Introduced.

18. PUBLIC COMMENT ON BILLS (FIRST PUBLIC COMMENT, NO ACTION)

A. CONSIDERATION OF BILL NO. 2025-4. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL AMENDING ORDINANCE NO. 2024-6 TO APPROVE THREE INDIVIDUAL LOAN AGREEMENTS WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT TO BE PAID WITH REVENUES FROM EACH SYSTEM, RESPECTIVELY: (1) A WASTEWATER PROJECT LOAN AGREEMENT; (2) A WATER PROJECT LOAN AGREEMENT; AND (3) A SOLID WASTE COLLECTION PROJECT LOAN AGREEMENT; INCORPORATING DEFECTIONS AND COVENANTS RELATING TO WASTEWATER, WATER AND WASTEWATER SYSTEM DEBT OBLIGATIONS IN EACH LOAN AGREEMENT, RESPECTIVELY, BY REFERENCE HEREIN; RATIFYING PRIOR ACTION CONSISTENT WITH THE PROVISIONS HEREOF; AND REPEALING PRIOR ACTION INCONSISTENT WITH THE PROVISIONS HEREOF; BUT ONLY TO THE EXTENT OF SUCH INCONSISTENCY.

There were no public comments.

B. CONSIDERATION OF BILL NO. 202507. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL REGARDING ANNUAL BUDGETS

INCLUDING MULTI-YEAR APPROPRIATIONS; AMENDING SECTION 11-2.1 TO CONFORM WITH THE CITY'S CHARTER; ESTABLISH MULTI-YEAR APPROPRIATIONS FOR CAPITAL OUTLAY, GRANT-FUNDED PROJECTS, AND "SPECIAL APPROPRIATIONS FOR CAPITAL OUTLAY, GRANT-FUNDED PROJECTS, AND "SPECIAL APPROPRIATIONS", AND, EFFECTIVE DECEMBER 31, 2025, AMENDING SECTION 11-2.4 TO SUNSET THE FINANCE DIRECTOR'S BUDGET AMENDMENT AUTHORITY TO CARRY OVER CERTAIN UNEXPECTED APPROPRIATIONS INTO THE NEXT FISCAL YEAR.

Stephanie Beninato. Ms. Beninato spoke to multi-year aspect of this and how you will keep track of it.

C. CONSIDERATION OF BILL NO. 2025-0. ADOPTION OF ORDINANCE NO. 2025_____. A BILL AMENDING SECTION 11-14.5 OF THE ECONOMIC DEVELOPMENT FUND ORDINANCE TO CHANGE THE SUNSET DATE FOR DEPOSITING CERTAIN LAND SALES REVENUES IN THE AFFORDABLE HOUSING TRUST FUND FROM DECEMBER 31, 2025, TO DECEMBER 31, 2030.

There were no public comments.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

None.

20. PUBLIC HEARINGS (LAND USE CASES, APPEALS AND OTHER ITEMS REQUIRED TO HAVE A PUBLIC HEARING)

None.

21. APPOINTMENTS

A. SANTA FE RIVER COMMISSION

* **JAKE LYON - REAPPOINTMENT - TERM ENDING 02/2028**
* **HEIDI KLINGEL - REAPPOINTMENT - TERM ENDING 02/2028**
* **KAREN JACKSON - APPOINTMENT - TERM ENDING 02/2028**

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Cassutt, to approve the appointments to the Santa Fe River Commission.

VOTE The motion passed on a roll call vote as follows:

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Faulkner, yes; Councilor Michael Chavez, yes; Councilor Lee Garcia, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Mayor Webber, yes.

B. AIRPORT ADVISORY BOARD

* **JYL DEHAVEN - REAPPOINTMENT - TERM ENDING 02/2028**
* **ROSEMARY THOMPSON - REAPPOINTMENT - TERM ENDING 02/2028**
* **LEN RAND - REAPPOINTMENT - TERM ENDING 02/2028**
* **LUTZ ARNOLD - REAPPOINTMENT - TERM ENDING 02/2028**

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Cassutt, to approve the appointments to the Airport Advisory Board.

VOTE The motion passed on a roll call vote as follows:

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Faulkner, yes; Councilor Michael Chavez, yes; Councilor Lee Garcia, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Mayor Webber, yes.

C. SANTA FE CITY AND COUNTY ADVISORY COUNCIL ON FOOD POLICY

* **JASMINE MEYER - REAPPOINTMENT - TERM ENDING 01/2028**
* **SERGIO MATA-CISNEROS - APPOINTMENT - FILLING AN UNEXPIRED TERM ENDING 01/2026**

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Romero-Wirth, to approve the appointments to the Santa Fe City and County Advisory Council on Food Policy.

VOTE The motion passed on a roll call vote as follows:

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Faulkner, yes; Councilor Michael Chavez, yes; Councilor Lee Garcia, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Mayor Webber, yes.

D. BOARD OF ADJUSTMENT

* **GARY FRIEDMAN - REAPPOINTMENT - TERM ENDING 09/2027**
* **COLEEN DEARING - REAPPOINTMENT - TERM ENDING 09/2027**
* **TEAGUE DOUGLAS - REAPPOINTMENT - TERM ENDING 09/2027**
* **DANIEL PAINTER - REAPPOINTMENT - TERM ENDING 09/2027**

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to approve the appointments to the Board of Adjustment.

VOTE The motion passed on a roll call vote as follows:

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Faulkner, yes; Councilor Michael Chavez, yes; Councilor Lee Garcia, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Mayor Webber, yes.

E. HISTORIC DISTRICTS REVIEW BOARD

* **SCOTT CHERRY - APPOINTMENT - TERM ENDING 01/2027**
* **MADELINE AGUILAR-MEDRANO - REAPPOINTMENT - TERM ENDING 01/2027**
* **CECILIA RIOS - REAPPOINTMENT - TERM ENDING 01/2027**

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to approve the appointments to the Historic Districts Review Board.

VOTE The motion passed on a roll call vote as follows:

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Faulkner, yes; Councilor Michael Chavez, yes; Councilor Lee Garcia, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Mayor Webber, yes.

F. AUDIT COMMITTEE

* **ELIZABETH TRAVIS - APPOINTMENT - TERM ENDING 11/2028**
* **BILL KELLER - APPOINTMENT - TERM ENDING 11/2028**

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to approve the appointments to the Audit Committee.

VOTE The motion passed on a roll call vote as follows:

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Faulkner, yes; Councilor Michael Chavez, yes; Councilor Lee Garcia, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Mayor Webber, yes.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 8:13 pm.

Mayor Alan Webber

Attested To By:

Andrea Salazar, City Clerk

Respectfully Submitted By:

Elizabeth Martin
Elizabeth Martin (Mar 19, 2025 13:56 MDT)

Elizabeth Martin
Stenographer

Governing Body 031225 100

Final Audit Report 2025-03-19

Created:	2025-03-19
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp5WKuQEV0NeepbZdzWKQGKXUC8bj1-ei

"Governing Body 031225 100" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-03-19 - 4:26:08 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Martin (max4martin@yahoo.com) for signature
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Document e-signed by Elizabeth Martin (max4martin@yahoo.com)
Signature Date: 2025-03-19 - 7:56:55 PM GMT - Time Source: server- IP address: 172.59.0.252

Agreement completed.
2025-03-19 - 7:56:55 PM GMT

CITY OF SANTA FE

Date: February 18, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Regina Wheeler, Public Works Department Director RW (Feb 21, 2025 12:13 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Feb 19, 2025 08:53 MST)

Subject: City-Wide On-Call Remediation Services Contract

Vendor Name: Keers Facility Services LLC

Vendor Number: 7887

ACTION:
Request for Approval of a General Services Contract with Keers Facility Services LLC in the Total Amount of $1,000,000 Excluding NMGRT for On-Call Remediation Services with Term Ending December 31, 2028. (Caryn Grosse, Public Works Project Manager III, cgrosse@santafenm.gov).

CONTRACT NUMBER:
The FY25 Munis contract number is 3250239.

BACKGROUND AND SUMMARY:
The Public Works Department Facilities Division uses on-call services to augment the skills, licensure, and capacity of staff to address facility issues and emergencies in a timely, safe, and compliant manner. The Facilities Division typically maintains on-call contracts for general contracting, mechanical, electrical, plumbing, roofing, remediation, and landscaping services.

Keers Facility Services LLC specializes in the removal and disposal of various hazardous and/or contaminated materials as well as inspections, sampling, analysis and remediation, restoration, and related services. This on-call contract with Keers is critical to the Facilities Division's ability to respond to emergency situations in a timely manner, prevent major damage to City facilities, and to mitigate future damage. Keers has previously provided services throughout the City and has proven to be cost effective, reliable, and consistently capable of providing high quality results.

On-call contracts are not a guarantee of payment. These contracts are only used, and purchase orders issued, as needs arise and funding is available. The $1,000,000 (excluding NMGRT) maximum for this contract is estimated at $250,000 each year, over the next four years, based on historical and anticipated needs.

ATTACHMENTS:
General Services Contract
Proposal
CES Contract # 2024-13-C121-ALL
Certificate of Insurance
CPO Determination
Horizons Declination

PROCUREMENT METHOD:
The procurement method used was NMSA 1978, Section 13-1-135; Cooperative Educational Services (CES) contract # 2024-13-C121-ALL, which expires on December 21, 2027.

Chief Procurement Officer (CPS)/Designee: _____ Date: _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:
Funding will be provided on a project-by-project basis.
Fund Name/Number: various
Munis Org Name/Number: various
Munis Object Name/Number: various

Budget Officer/Designee: Andy Hopkins Date: _____
Budget Officer Comment/Exceptions: _____

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

IT Components included? ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

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

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No
Approval: Sam approved memo Date: _____
Comment/Exceptions: _____

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

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

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

Item#_____
Munis Contract#: 3250239
Coop #: 2024-13-C121-ALL

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On-Call Remediation Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Keers Facility Services LLC.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work based on Contractor's proposal, dated August 19, 2024, marked as "Exhibit A," attached hereto and made a part thereof:

1. Removal and disposal of asbestos hazardous and/or contaminated good and materials, inspection/re-inspection, sampling, analysis and remediation, restoration and related services.
2. Removal of hazardous materials, including asbestos containing building materials, toxic mold containing building materials, and biohazards including pigeon feces at various locations.
3. Engineering controlled removal methods to be utilized during remediation activities, as required by appropriate regulatory agencies.
4. All hazardous waste including asbestos waste will be disposed of in compliance with all Occupational Health and Safety Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA), and Department of Transportation (DOT) Federal Regulations and any other applicable regulations.
5. Testing and engineering shall be performed as needed or required by appropriate regulatory agencies.
6. Miscellaneous trash clean-up

B. **Task Orders**

Once a need is identified, the City will issue a written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the Facilities Director with an estimate, based upon the rates included in Exhibit A, a cost summary, and a proposed schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and

dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of issuance of a Task Order by the City's Project Manager unless a different time for performance is specified in the task order. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible.

C. **Change Orders**

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

   i) Deliverable requirements, as outlined in the Task Order;
   ii) Due date of any Deliverable, as outlined in the Task Order;
   iii) Compensation of any Deliverable, as outlined in the Task Order;
   iv) Contract compensation, as outlined in Article 2; or
   v) Contract termination, as outlined in Article 4.

1. Change Request Process. In the event that circumstances warrant a change to accomplish the work defined in a Task Order as described above, a Change Request shall be submitted that meets the following criteria:

   i) The Project Administrator shall draft a written Change Request for review and approval by the Project 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.

   ii) When the Project Manager finds that the Change Request is appropriate for the project and complies with the requirements above, the Project Manager will forward the draft to the Contractor. Within five (5) business days, the Contractor will review the Change Request and inform the Project Manager in writing of whether the Change Order will require any changes to the project schedule and/or price due to, e.g., equipment availability or additional materials.

   iii) The Project Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of Contractor's written statement about whether the schedule or price will be affected. All decisions made by the Project Manager are final. Change Requests, once approved, become a part of the Task Order, and become binding as a part of the original Task Order. If the Change Order results in a revised project schedule or cost, the revised documents shall be attached to the Change Order and incorporated into the original Task Order.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call Remediation Services		$1,000,000.00

The total compensation under this Contract shall not exceed $1,000,000.00 excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **December 31, 2028.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **Default and Force Majeure**

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

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

7. **Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a

result of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor’s representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

Cooperative 13-1-135

This Contract is issued against the Cooperative Educational Services Master Agreement 2024-13-C121-ALL, established and maintained by CES, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

The provisions in Exhibit A, specifically those at pages 2, 5, and 6, are incorporated herein except to the extent that they conflict with the terms of this contract or CES Master Agreement 2024-13-C121-ALL.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

The City does not indemnify Contractor.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

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 Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or

interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Caryn Grosse
Project Administrator Sr, PMP
City of Santa Fe/Public Works
2651 Siringo Road, Blg E/ PO Box 909
Santa Fe, NM 87504
clgrosse@santafenm.gov

To the Contractor:
Chris Lara
Service Coordinator
Keers Facility Services LLC
5904 Florence Ave NE
Albuquerque, NM 87113
clara@keers.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, CITY MAYOR

DATE:_____

CONTRACTOR:
Keers Facility Services LLC

Cailyn Kilcup
Cailyn Kilcup (Oct 29, 2024 10:18 MDT)
CAILYN KILCUP
MANAGING MEMBER

DATE: Oct 29, 2024

NMBTIN # 03-383880-00-1

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Oct 29, 2024 10:27 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Proposal/Service Agreement

EXHIBIT A

Project Title: CES COSF On Call Contract Miscellaneous Clean Up 2024 to 2028
Proposal Number: N/A
Date: August 19, 2024

Submitted to:	MR. SAM BURNETT	Project Name:	COSF ON CALL CONTRACT 2024-2028
Client:	CITY OF SANTA, FE PUBLIC WORKS	Project Location:	SANTA FE, NM 87501
Mailing Address:	2651 SIRINGO RD. # E	Telephone/Fax:	1-505-955-5938
City/State/Zip:	SANTA FE, NM 87505	Email Address:	JSBURNETT@SANTAFENM.GOV

SCOPE OF WORK

The proposed work consists of the following:

Type of Services	☑ Asbestos Abatement Services ☑ Site Remediation Services ☑ Lead Abatement Services ☑ Industrial Decontamination Services ☑ Toxic Mold Remediation ☑ Asbestos-LBP-C&D Waste Disposal ☑ Biohazard Decontamination ☑ Other: Sampling Building Materials ☑ Miscellaneous Clean up
Scope of Work Per CES Contract No. 2024-13-C121-All	**1) Removal and Disposal of Asbestos Hazardous and or Contaminated Goods and Materials, Inspection/Re-Inspection, Sampling, analysis and Remediation, restoration and Related Services.** **2) Removal of hazardous materials, including asbestos containing building materials, toxic mold containing building materials, and biohazards including pigeon feces at various locations.** **3) Engineering controlled removal methods to be utilized during remediation activities, as required by appropriate regulatory agencies.** **4) All hazardous waste, including asbestos waste will be disposed of in compliance with all Occupational Safety and Health Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA), and Department of Transportation (DOT) Federal Regulations and any other applicable regulations.** **5) Testing and engineering shall be performed as needed or required by appropriate regulatory agencies.** **6) Miscellaneous Trash Clean Up.**
Project Locations	Various locations throughout the City of Santa Fe, NM.
Specific Project Exclusions	Replacement of materials removed.
Proposed Time	To be determined.
Disposal Facility	To be determined.
Other Details	City of Santa Fe must supply utilities (electrical power source) as necessary. • Keers can provide restoration service by employing a subcontractor and provide Building Demolition Services. • Keers provides Asbestos-Lead Based Paint Testing and Full Reports CES Contract Number 24-13-C111-All. • Mold project can be scheduled with a week of receiving a purchase order. • Asbestos projects may take up to 12 working days to schedule after receiving a purchase order. • An Asbestos Neshap may have to be filed if the asbestos quantities are over 160sf or 260lf.

TECHNICAL PROCEDURES

In completing the scope of work, all technical procedures employed will be in accordance with the Keers' proprietary QualPRO® Quality system. Our 193-page QualPRO manual consists of work practice procedures, checklists, and forms that our employees and supervisors use to provide you with a quality, end result in compliance with applicable EPA, OSHA, USHUD, NMED, TDH, and DOT governmental regulations.

WASTE MANAGEMENT

Unless otherwise indicated all asbestos-containing waste will be permanently disposed of at the Special Waste Disposal's landfill (EPA permit No. SWM-013035(SP). Hydrocarbon contaminated soils/water will be treated at the Special Waste Disposal's Hydrocarbon Landfarm Facility (NMED permit No. DP-1012). Both facilities are located in Torrance County, New Mexico.

LIABILITY PROTECTION

This proposal includes $1,000,000 of hazardous substances specific general liability, auto and workmen compensation insurances, written with A-Rated insurance carriers.

This proposal includes use of the Keers proprietary project documentation system **ProDOC™**. This system consists of: regulatory notifications, daily logs, visual and final inspection reports, air monitoring reports, manometer logs, final inspection report, and waste manifests. **ProDOC™** documents important regulatory/liability information for the protection of the facility owner.

REGULATORY COMPLIANCE

This project is subject to one or more of the following Federal governmental regulation or equivalent delegated State regulation: OSHA (29 CFR 1910 and 1926), EPA (40 CFR 260-299, 40 CFR 763, Subparts E and G), National Emission Standards for Hazardous Air Pollutants (NESHAPS 40 CFR 61, Subpart M), and DOT (49 CFR 100-177) and 24 CFR Part 35. This Proposal/Agreement is in compliance with the applicable regulatory sections.

PROJECT QUALITY/SAFETY ASSURANCE

This project proposal includes our 107-point QA/QC (health, safety, quality and regulatory Control) job site inspection program.

IMPORTANT NOTICE REGARDING REMOVAL OF ASBESTOS FLOORING

Our services are intended to remove asbestos-containing materials only. If flooring products are re-installed, it is the installer's responsibility to prepare the floor for reinstallation according to manufacture's recommendations and requirements. Keers will not be responsible for floor preparation.

IMPORTANT REMINDER: REGULATORY NOTIFICATIONS

Asbestos

On most asbestos abatement projects, a notice of intent to remove asbestos must be filed with the local NESHAPS regulatory authorities, 10 working days before work can begin. In many locations, local regulatory agencies bill the owner a fee based on the number of asbestos removal units stated on the notification. If you need help estimating what this fee is in your area, please ask your local Keers' Service Coordinator.

Toxic Mold

On some mold remediation projects, a notice of intent to remediate mold must be filed with the local regulatory authorities, (Texas: 5 working days.)

Lead

On some lead abatement projects, a notice of intent to remove lead must be filed with the local or national regulatory authorities, (Texas: 7 working days, USHUD: 5 business days.)

Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up 2024 to 2028
Proposal Number: N/A
Date: August 19, 2024

Submitted to:	MR. SAM BURNETT	Project Name:	COSF ON CALL CONTRACT 2024-2028
Client:	CITY OF SANTA, FE PUBLIC WORKS	Project Location:	SANTA FE, NM 87501
Mailing Address:	2651 SIRINGO RD. # E	Telephone/Fax:	1-505-955-5938
City/State/Zip:	SANTA FE, NM 87505	Email Address:	JSBURNETT@SANTAFENM.GOV

PRICING: CES Contract No. 2024-13-C121-All Non-State Wage Rates

MOBILIZATION FEE PER PROJECT	$ 8%
COORDINATOR/ESTIMATOR	$ 70.00 PER HOUR
ENVIRONMENTAL SUPERVISORS/PROJECT MANAGER	$ 60.00 PER HOUR
ENVIRONMENTAL WORKERS	$ 55.00 PER HOUR
ENVIRONMENTAL INSPECTOR INCLUDING ASBESTOS & MOLD FINAL AIR CLEARANCE SAMPLING & TESTING	$ 70.00 PER HOUR
COMPANY OWNED TRUCK $ 65.00 PER DAY	$ 65.00 PER DAY
COMPANY OWNED ENCLOSED TRAILER $ 95.00 PER DAY	$ 95.00 PER DAY
ASBESTOS WASTE DISPOSAL AND TRANSPORTATION	COST PLUS 25%
SPECIALTY EQUIPMENT- DUSTLESS BLASTING EQUIPMENT @ $ 325.00 PER DAY	$ 325.00 PER DAY
PERCENT OF MARK UP OF INVOICE	COST PLUS 25%
SUBCONTRACTORS	COST PLUS 25%
PERFORMANCE & PAYMENT BONDING WILL BE ADDED @ 3.0% TO PROJECTS OR PURCHASE ORDERS OVER $ 25,000.00	3.0%
PLEASE ADD NM GRT @ CURRENT RATE TO THE TOTAL PURCHASE ORDER AMOUNT	CURRENT NM GRT RATE
TOTAL CONTRACT AMOUNT NOT TO EXCEED ONE MILLION PER CALANDER YEAR UP TO 4 YEARS	$ 1,000,000.00

PRICING: CES Contract No. 2024-13-C121-All State Wage Rates

MOBILIZATION FEE PER PROJECT	$ 8%
COORDINATOR/ESTIMATOR	$ 75.00 PER HOUR
ENVIRONMENTAL SUPERVISORS/PROJECT MANAGER	$ 65.00 PER HOUR
ENVIRONMENTAL WORKERS	$ 60.00 PER HOUR
ENVIRONMENTAL INSPECTOR INCLUDING ASBESTOS & MOLD FINAL AIR CLEARANCE SAMPLING & TESTING	$ 80.00 PER HOUR
COMPANY OWNED TRUCK $ 65.00 PER DAY	$ 65.00 PER DAY
COMPANY OWNED ENCLOSED TRAILER $ 95.00 PER DAY	$ 95.00 PER DAY
ASBESTOS WASTE DISPOSAL AND TRANSPORTATION	COST PLUS 25%
SPECIALTY EQUIPMENT- DUSTLESS BLASTING EQUIPMENT @ $ 325.00 PER DAY	$ 325.00 PER DAY
PERCENT OF MARK UP OF INVOICE	COST PLUS 25%
SUBCONTRACTORS	COST PLUS 25%
PERFORMANCE & PAYMENT BONDING WILL BE ADDED @ 3.0% TO PROJECTS OR PURCHASE ORDERS OVER $ 25,000.00	3.0%
PLEASE ADD NM GRT @ CURRENT RATE TO THE TOTAL PURCHASE ORDER AMOUNT	CURRENT NM GRT RATE
TOTAL CONTRACT AMOUNT NOT TO EXCEED ONE MILLION PER CALANDER YEAR UP TO 4 YEARS	$ 1,000,000.00

Note: We reserve the right to withdraw this proposal if not accepted within 30 days.

Keers Facility Services, LLC Signature: _____ Date: **08/19/2020**
Name/Title: Christopher Lara, Service Coordinator, E-mail: **clara@keers.com**

Limitation of Authority: Proposals over $50,000 require Keers corporate review and signature by an officer and approval to be valid.
Reviewed and approved by: _____ Date: _____
Name/Title

CUSTOMER ACCEPTANCE

The above proposals (pages 1-6) are hereby accepted. You are authorized to complete the work as described.

Client Signature: _____

Name/Title: _____ **Date:** _____

Please Return to:
Keers Facility Services, LLC
5904 Florence Ave. NE, Albuquerque, NM 87113
Telephone: (505) 823-9006 or Toll Free 800-327-8642
Fax: (505) 823-2766 or Above Email Address

Service Center Located in El Paso, Texas

Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up 2024 to 2028
Proposal Number: N/A
Date: August 19, 2024

General Conditions

Scope of Work

Keers Facility Services, LLC (Contractor) agrees to furnish necessary labor, materials, supplies, equipment and tools to perform and complete in a professional workmanlike manner, the services described in the proposal.

Payment

100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the contractor will submit invoices monthly, or as otherwise agreed, for completed portions of services or additional work authorized pursuant to Paragraph 5 herein. Client agrees to pay the invoiced amount within 20 days from date of invoice. Any payment not received by Contractor within 30 days shall be considered delinquent and the amounts due contractor shall accrue a late charge of 1 percent per month for each month from date of invoice. In the event any payment due Contractor under the terms of this Agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.

Standard of Care

a. While performing services under this agreement, Contractor shall exercise the degree of skill ordinarily exercised where performing the kind of services stated in the "Scope of Work".

b. Contractor assumes no responsibility for errors in public data utilized, statements from sources outside of Contractor, or developments resulting from situations outside the control of the contractor.

c. The standard of care set forth herein is the sole and exclusive standard of care that will be applied to measure Contractor's performance of the services or the creation of its work product.

There are no other representations or warranties made by Contractor. In particular, but not by way of limitation, Contractor makes no representation or warranty that the implementation or use of the recommendations, findings, conclusions, or final results produced as a result of performing the services will result in compliance with applicable law or provide a perfect result. Furthermore, with regard to microbial remediation, the contractor makes no warranties, claims, or guarantees that mold has been forever eliminated. It is possible that mold may return, unless the environment which supports mold growth is altered, which may or may not be possible, even given the best efforts of the contractor. Moreover, to the extent allowed by law, any and all implied representations or warranties arising out of the services are hereby expressly disclaimed and negated. IN PARTICULAR, BUT NOT BY WAY OF LIMITATION, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

Time For Performance

The work will be completed within the calendar days as described in the scope of work, or as expeditiously as possible.
If the Contractor is delayed at any time in the progress of the work by any act or omission of the Client, or by its officers, directors, employees, agents and assigns ("Representatives"), or by any separate contractor employed by the Client, or by changes ordered in the work, or by labor dispute, fire, unusual delay in transportation, adverse weather conditions, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the owner pending arbitration, then the contract time shall be extended by agreement for such reasonable time as required.

Additional Work

The Client, without invalidating the agreement, may order changes in the work within the general scope of the agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All such changes in the work shall be authorized in writing. The cost or credit to the Client resulting from a change in the work shall be determined by one or more of the following: (1) by mutual agreement of either a fixed fee and/or unit price to be multiplied by the units worked in determining the total sum; (2) hourly rate per man hour multiplied by the man hours expended; or (3) by other mutually agreeable cost methods. If the outcome of the completed work indicates that additional or different work is required: the Contractor will notify the Client and will use his best professional judgment in assisting the Client in deciding how to proceed. The cost of services will be equitably adjusted by written change order or supplemental agreement between both parties.

Access, Approvals, Permits

Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. Unless expressly stated in the proposal as the responsibility of contractor.

Client Provided Information

Work will not commence until the Contractor has received a duly executed copy of this contract. The Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) all necessary or appropriate data to the Contractor in connection with its performance under this agreement.

Any data furnished shall be furnished at the Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures, or other installations, unless the express responsibility of the Contractor as stated in the "Scope of Work".

Safety

In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time claimed by the Contractor on account of emergency work shall be determined as set forth, under the Additional Work section.

Hazardous Substances

Nothing herein shall be construed or interpreted as requiring Contractor to assume the status of a generator of any hazardous substances or hazardous materials, as those terms are defined under any applicable federal, state and local laws, statutes regulations, ordinances, rules or orders. If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders, ("Hazardous Substances") are encountered at the site, and if these Hazardous Substances require handling, transportation or disposal at an off-site facility, Contractor will assist in advising the Client of his options. However, Contractor will not "arrange" for disposal of, accept title to, sign manifests for, or take control of any Hazardous Substances, unless expressly stated in the "Scope of Work". Client shall indemnify and hold Contractor harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to handling, transportation and disposal of any Hazardous Substances in the course of Contractor's performance of this Agreement

Restoration

The Client understands that in the normal course of work, some minor damage to property may occur including damage to landscaping, pavement, sprinkler systems, and interior building finishes. While the Contractor will act to minimize damage, the Client understands that the cost of restoration is not included in this agreement unless expressly stated in the scope of work.

Independent Contractor

Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over its personnel and operations. Neither Contractor nor its subcontractors shall be, or shall be construed to be Client's

employees or agents, or have authority to bind Client in any way.

Indemnity

a. Contractor shall indemnify and hold harmless Client, and its respective officers, directors, employees, subcontractors, agents and assigns ("Representatives"), from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Contractor or its Representatives; and, provided that such injury, death, or property damage is not caused by the sole or contributory negligence of Client, or its Representatives; and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance coverage and limits of liability identified in this proposal or the total cost of services under of this agreement, whichever amount is less.

b. Client shall indemnify and hold harmless Contractor, and its Representatives, from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Client or its Representatives; and provided further that such injury, death, or property damage is not caused by the sole or contributory negligence of Contractor or its Representatives.

c. The provisions this paragraph shall survive the completion of the work or the termination of the agreement between Contractor and Client.

Dispute Resolution

All claims, disputes and other matters in question between the Contractor and Client arising out of, or relating to, this agreement or breach thereof, shall be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association, unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of demand for arbitration shall be filed in writing with the other party to the contract agreement within a reasonable time after the claim, dispute or other matter in question has arisen.

Subcontractors

The Contractor reserves the right to remove any person, firm or corporation (Subcontracted to the Contractor) from participation in the services being provided to the Client.

Termination

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the Client has failed to make payment as provided in this agreement for work performed, or has otherwise stopped the contractor's work, then the Contractor may at his option provide three (3) days notice to the Client, terminate this agreement and recover from the Client, payment for all work completed, with all costs arising out of such termination.

Sample Handling and Retention

Generally test samples or specimens are consumed and/or substantially altered during analysis. Contractor, at its sole discretion, will cause disposal of test samples, unless Client requests otherwise, in writing.

Reporting

By virtue of entering into this Agreement and providing services hereunder, Contractor does not assume responsibility for any conditions at the site that may present a danger, either potential or real, to the health, safety or the environment, except as set forth in the "Scope of Work".

Client hereby agrees to promptly notify Contractor of any Hazardous Substances and any special risk to human health, the environment or equipment on site of which Client is or becomes aware. By virtue of entering into this agreement or of providing services hereunder, Contractor does not assume control of or responsibility for reporting to any federal, state or local public agencies or governmental authorities any conditions at the site that may present a potential danger to health, safety, or the environment.

Waste Characterization

Prior to Contractor's performance of any services under this agreement, Client shall provide Contractor with an accurate waste characterization, which fully informs Contractor of the chemical, physical and hazardous characteristics of any waste to be managed pursuant to this agreement, unless the express responsibility of Contractor as stated in "Scope of Work". Client shall promptly notify Contractor if the waste characterization, or process generating the waste, changes in any respect during the term of this agreement.

Non-conforming Waste

Within a reasonable time after receipt of waste, Contractor may reject any waste that does not materially conform to the characterization or sample provided to Contractor by Client. Contractor shall immediately orally notify Client of such rejection and the manner in which the waste is non-conforming and shall confirm such oral notification in writing within a reasonable period of time. In the event of such rejection, Contractor shall have the right to: (a) return the waste to Client; or (b) arrange for treatment or disposal of the waste at another permitted facility. In any event, Client shall pay all additional fees and costs incurred in the handling of non-conforming waste, including, without limitation, transportation, storage, treatment, and disposal charges.

Title To Waste

Title, responsibility and risk of loss for waste conforming to the waste characterization shall pass from Client to Contractor as follows: (a) if Contractor provides transportation, upon departure of the Contractor vehicle carrying the waste from Client's site; (b) if Client provides transportation, upon acceptance of the waste at the Contractor facility or facility designated by Contractor.

Entire Agreement

The agreement and any referenced attachments constitute the entire agreement between Contractor and Client and supersedes all prior or oral or written representations or agreements. This agreement shall not be modified except in writing and signed by both parties.

Severability

If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties.

Applicable Law and Venue

This Agreement shall be governed by the laws of the state of New Mexico. All actions, disputes, claims or other matters arising from this agreement shall be decided per the "Disputes Clause" in Albuquerque, New Mexico.

Limitations of Liability

In no event will the contactor be liable to the Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits that result in any way connected with the services provided herein.

The Client agrees that the liability of the contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with the services provided will not exceed the amount the Client originally paid the contractor for the service, or the available insurance identified elsewhere in the agreement, whichever amount is less.

Cooperative Educational Services
CES

Contract Award Letter

January 02, 2024

Keers Remediation, Inc
5904 Florence Av. NE
Albuquerque, NM 87113

RE: Contract Award for:
2024-13-C121-ALL Hazardous Waste Analysis, Inspection, Sampling, Removal, Disposal, Abatement, Remediation, Restoration Services and Related

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-13 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning December 22, 2023 and expiring December 21, 2027, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

RFP NUMBER: 2024-13
RFP DESCRIPTION: Hazardous Waste Analysis, Inspection, Sampling, Removal, Disposal, Abatement, Remediation, Restoration Services and Related
CONTRACT NUMBER: 2024-13-C121-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 22nd day of December 2023, to Keers Remediation, Inc, with its principal office located at 5904 Florence Av. NE, Albuquerque, NM 87113, pursuant to the above referenced CES conducted Request for Proposal ("RFP") or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signators to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned ("Contract Holder") has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date December 22, 2023 through December 21, 2027. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of

this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

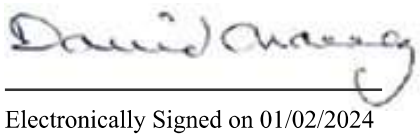
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services



Electronically Signed on 01/02/2024

Executive Director

Date: 01/02/2024

Keers Remediation, Inc

Amarante Jaramillo

Electronically Signed on 01/02/2024

President/COO

GENERAL SCOPE OF WORK AND SPECIFICATIONS

Category 1 – Lot 2 – Removal and Disposal of Asbestos, Hazardous and /or Contaminated Materials, Construction Services – Remediation, Restoration and Related Services

PART I INTRODUCTION

A. GENERAL

The products and equipment under this solicitation will be set forth in each individual Category's detailed specifications or detailed Scope of Work, as agreed upon by the CES Eligible Agency and the Contractor, and that is based on the product, services, or deliverables acquired through this solicitation. The CES General Terms and Conditions and Supplemental Construction Terms and Conditions are a part of this contract.

B. NOTICE

Price agreements resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-117 and NMSA, 1978, 13-1-153.

This RFP is an Open-Ended RFP: Open-ended RFP - At the discretion of CES, the RFP may remain open for accepting additional proposals after a source award or multiple source awards are made to allow CES to make additional source awards if CES determines in accordance with ¶13-1-154 NMSA 1978 that such additional awards are necessary to fully meet CES member or participating entity service or economy needs identified by CES prior to a source award(s) or identified after a source award(s) is made. Any new offeror may not have access to any RFP documents submitted by another offeror or to documents involved in the rating or ranking process of offerors, as this would negate the open and fair competition process. Offerors that submitted a proposal for this RFP event and did not receive a recommendation for award may not submit a new proposal for the same RFP event. New proposals will be evaluated as prescribed in the original RFP and evaluated against all other RFP proposals. Any new source awards will be aligned with the contract end date of the original source awards. CES reserves the right to terminate the opportunity for submittal of additional offers at any time prior to the original contract award expiration date.

Any contract awarded under this solicitation is an indefinite quantity, indefinite dollar solicitation. All costs associated with preparing quotes/job orders/cost proposals shall be the responsibility of the contractor and must be based on the scope of work and in compliance with pricing submitted.

PART II SCOPE OF WORK AND SPECIFICATIONS

A. GENERAL SCOPE OF WORK ALL CATEGORIES AND LOTS

CES on behalf of its Members and Participating Entities is seeking licensed (as applicable), qualified, and experienced Vendor/Contractors to plan, design, and fully execute a complete and comprehensive program for the inspection, sampling, microbiological testing, analysis, removal, disposal of various types of hazardous, contaminated materials, asbestos, remediation, restoration, and

related services for CES Members and Participating Entities statewide. The Offeror must demonstrate through their response to this RFP that they possess the necessary qualifications, experience, resources, and capacity required to provide the required products and services within each of the regions that they propose to serve.

The General Scope of Work and Specifications shall apply to all Lots within this solicitation. The scope of work and minimum specifications in each lot defines the quality and characteristics of the desired commodities, and/or services. They are based on specifications from known acceptable providers, manufacturers, processes, materials and/or brands. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternative commodities solutions, or alternate manufacturers, which meet the quality and performance characteristics as required in the specifications. CES reserves the right to review all proposals and make the final determination on the acceptance of any alternate commodities, solutions or manufacturers offered. The Offeror may respond one or all Lots. The words "Offeror" and "Contractor" are used interchangeably throughout this document.

Category 1 - Lot 2 – Removal and Disposal of Asbestos, Hazardous and /or Contaminated Materials, Construction Services – Remediation, Restoration and Related Services

Scope of Work

CES is seeking licensed, qualified environmental contractor(s) in the State of New Mexico to assist CES Members/PE's, on an ongoing basis in establishing and implementing a hazardous material investigation, environmental site assessments, facility and compliance audits, storage, microbiological testing, removal and disposal of various types of hazardous and contaminated goods and materials that may include but are not limited to: asbestos containing materials; underground fuel storage tanks, contaminated soil, building materials, medical waste, animal waste, bird droppings, mold or mildew abatement, lead abatement, based products, old paint, cleaning products, science lab chemicals, industrial, automotive and maintenance waste, filtration systems, and air duct cleaning, meth lab and crime scene cleanup, decontamination and remediation. These events have become more difficult to deal with due to the increased awareness and EPA, OSHA, State Fire Marshal and federal, state and local regulations governing these items. Therefore, CES is seeking Offeror(s) to assist its Members/PEs in training, assessing, evaluating and dealing with and disposing of these items in a proper and economical manner. Provide removal and disposal of asbestos, hazardous and/or contaminated materials, construction services, remediation, restoration, and related services. The Contractor will furnish all management, documentation, labor, materials, and equipment needed to perform and complete the scope of work stated for each individual project requested under this RFP. This solicitation does not include services and/or activities relating to the installation of new material or new development of the site. Contractor(s) shall demonstrate that they possess the licensure, expertise, capacity, and resources to provide these services to CES Eligible Agencies on an as-needed basis, per industry standards.

1. The contractor shall assist the CES Member/PE in developing and establishing a scope of work for each project, which includes a description of the amounts, types and locations of

the hazardous materials which are to be removed and disposed of. To assist in this process, the contractor must request and, if available, the CES Member/PE shall provide all information relating to the inventory of and the analytical results of the materials to be covered by the project. Depending on the project scope, the contractor shall perform a site visit and make its own assessment and evaluation to confirm the scope of work, site conditions and types of materials involved. Any scope of work developed for a project under this solicitation shall include a detailed description of the procedures to be used to remove the hazardous materials, the disposal site, any/all required documentation necessary to proceed with the project and a cost proposal indicating all the associated costs to be incurred during the proposed project. This solicitation covers only those services directly related to the inspection, assessment, analysis, removal and disposal of hazardous materials and restoration. This solicitation does not include services and/or activities relating to the installation of new material or new development of the site.

2. It may be that the products and services offered herein will be required to be performed after normal business hours, on weekends and/or holidays as specified by the CES Member/PE. However, if a project will not interfere with the Member's/PE's day-to-day activities, then the project can be performed during normal operations.
3. The scope of this solicitation does not allow for the contractor to offer and/or install HVAC equipment or construction services that are not directly part of the restoration associated with the removal and disposal of hazardous materials.
4. The Offeror must be licensed/certified in asbestos abatement, inspection, sampling, testing, and analysis, hazardous waste disposal, and must comply with all State of NM and Federal Environmental and Occupational Safety and Health Administration (OSHA) rules and regulations. The Offeror is responsible for knowledge of any revisions, updates and new codes, regulations, and interpretations.
5. The Offeror must be able to assess and evaluate CES Member's/PE's sites to determine and develop an efficient and cost-effective plan of action along with a scope of work on how to remove and dispose of identified contaminated, hazardous, and non-hazardous waste/materials.
6. The Offeror will be responsible for ensuring, establishing, and performing all abatement procedures in accordance with federal, state and local requirements. This may require that the work be performed after hours, on weekends and holidays, and as worked and coordinated with the individual CES Member/PE. However, if a specific project will not interfere with the day-to-day operations of the CES Member/PE or endanger the health, welfare and safety of staff, students, and community, then the project may be performed during the normal working hours.
7. Prior to the commencement of any project requiring special conditions at the work site, the Offeror shall provide, submit, and receive any/all written notifications, permits and approvals required by federal, state and local governing agencies, prior to the commencement of any onsite project activity. The Offeror must communicate what is required, coordinate such requirements with and receive the approval of the CES Member/PE prior to proceeding with the work. It will be the Offeror's responsibility during the performance of the work to establish, maintain, supervise and be in full control of the project site until such time that the hazard no longer exists, and the site is safe for normal operations.

8. The Offeror will supply all labor, materials, services, insurance, permits and equipment necessary to perform the work in accordance with all applicable federal, state, and local regulations, standards, and codes governing asbestos and hazardous materials abatement and other trade work done in conjunction with the abatement and restoration as required.
9. Prior to the commencement of any project, special conditions at the site must be considered by the Offeror when performing the asbestos abatement (that is, high temperatures; equipment that must remain in operation; other toxic substances in the air, running through pipes or contaminating surfaces etc.). The Offeror will be responsible for obtaining this information from the CES Member/PE.
10. The Offeror is responsible for restoring the work area and auxiliary areas used during the project to a condition that is safe, equal to or better than the original and accessible to the CES Member/PE. The Offeror shall, during the progress of work, remove and dispose of all debris, and keep the premises clean. Upon completion of the work, the Offeror will remove all construction equipment and surplus materials. Any damage caused during the performance of activities will be repaired by the contractor at no additional expense to CES or its Member/PE.
11. The work area shall be cleaned in compliance with all federal, state, and local requirements, and any other criteria agreed upon by the Offeror and the CES Member/PE prior to initiation of the project.
12. The Offeror shall maintain documentation including daily logs to include:
    a. Job progress reports detailing abatement activities, daily field activities, daily air monitoring and lab results, NESHAPS notification and regulatory agency response, daily employee containment sign in/out, visitor on-site sign in/out,
    b. Copies of all transportation manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the work area.
    c. Maintenance documentation on respirator filter changes, HEPA vacuums, negative pressure ventilation units and other engineering controls.
    d. Material testing conducted during the abatement for purposes of use of abatement activities (testing of encapsulate depth for penetration, testing of substitute materials for adherence to encapsulated surfaces).
    e. Current AHERA training certificates.

13. Upon the satisfactory completion of removal and disposal process, the Offeror will provide the CES Member/PE with documentation showing that the materials were properly disposed of, together with the location of the disposal site and EPA permit number for the disposal facility.
14. If requested, the Offeror will assist the CES Member/PE in identifying and classifying surplus and/or old chemicals, janitorial supplies, compounds or other industrial waste and materials found within its facilities, science, automotive, arts/crafts, industrial arts areas, educational classrooms, storage areas or any other building identified in the scope of work. The contractor will assist the Member/PE in determining the proper method for disposing of the materials identified by preparing a written proposal clearly stating the process to be used, the disposal site to be used and all cost associated with the proposed project.

15. If requested, the Offeror will assist the CES Member/PE in identifying the most advantageous method of cleaning various types and sizes of HVAC air systems and duct work. All work performed must be by a fully trained, qualified, and certified air system cleaning specialist who has successfully taken and passed a comprehensive examination in air quality assessment, safety regulations, and heating, ventilation and air conditioning systems offered by NADCA. All waste and hazardous materials generated from the project shall be properly stored, handled, transported, and disposed of in accordance with federal, state and local requirements.
16. If requested, the Offeror will assist the CES Member/PE in identifying the most advantageous method of containment and removal of contaminated materials caused by accidents, construction or remodeling projects, mold or mildew, bird or rodent droppings or other human and animal waste, contamination by chemical seepage or improper storage or any other causes. The Offeror will prepare a written proposal clearly stating the process to be used, the disposal site to be used and all costs associated with the proposed project.
17. If requested, the Offeror will assist the CES Member/PE in identifying the most advantageous method for the removal and disposal of leaking underground fuel storage tanks. If soil contamination exists, Offeror will assist the Member/PE in developing a remediation plan for disposing of contaminated materials in accordance with EPA, federal, state, and local requirements. The Offeror will prepare a written proposal clearly stating the process to be used, the disposal site to be used and any/all costs associated with the proposed project.
18. If requested, the Offeror will assist the CES Member/PE with environmental investigation services to identify, locate, determine the source or cause, and develop the most advantageous method and plan to remediate the environmental risk observed and/or suspected to exist. The Offeror shall provide the services necessary to remove, transport and dispose of any hazardous materials identified in accordance with EPA, federal, state and local requirements. The Offeror will prepare a written proposal clearly stating the process to be utilized, the disposal site to be used and any/all costs associated to the proposed project.
19. If requested, the Offeror will assist the CES Member/PE with investigating, assessing, and developing plans relating to dealing with ground water, water well monitoring, drinking and tap water quality studies, etc. The Offeror will prepare a written proposal clearly stating the process to be utilized, the actions to be taken and any costs associated with the proposed project.

20. Upon acceptance of the Offeror's proposal to perform the work requested by the Member/PE and the receipt of a CES purchase order, the Offeror will be responsible for preparing all documentation required and submitting and receiving the proper permits from the various federal, state and local governmental agencies required to complete the scope of work as agreed to by all parties Submit a Certificate of Insurance naming CES and the CES Member/PE as additional insured, along with 60-day notice of cancellation.
21. The Offeror must comply with all current federal and state regulations/requirements:
    a. Occupational Safety and Health Administration (OSHA)

b. Title 29, Code of Federal Regulations, Section 1910.1001, Occupational Safety and Health Standards - Asbestos
c. Title 29, Code of Federal Regulations, Section 1910.134, Occupational Safety and Health Standards – Respiratory Protection
d. Title 29, Code of Federal Regulations, Section 1926, Safety and Health Regulations for Construction
e. Title 29, Code of Federal Regulations, Section 1910.1020, Access to Employee Exposure and Medical Records
f. Title 29, Code of Federal Regulations, Section 1910.1200, Hazard Communication
g. Environmental Protection Agency (EPA)
h. Title 40, Code of Federal Regulations, National Emission Standard for Hazardous Materials
i. Title 40, Code of Federal Regulations, Part 763, Asbestos
j. New Mexico State Construction Industries Licensing Act, 1978

22. Upon completion of the project, the Offeror will submit satisfactory proof to the CES Member/PE that required permits, site location and arrangements for transportation and disposal of the hazardous materials have been made. Submit the name of the landfill to be used for disposal and show proof that all regulations pertaining to hazardous materials disposal were met. Obtain and submit a copy of handling procedures and list of protective equipment used for hazardous material disposal at a landfill and signed by the landfill owner. A manifest will be used for this purpose.
23. When required, submit manufacturer's certification for all equipment to be used during the removal and disposal process as proof that it is EPA certified and designed for this type of activity.
24. When rental equipment is to be used in the removal of hazardous materials or to transport contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to CES Member/PE.
25. If the project is to last more than one week, submit weekly job progress reports detailing the types of activities performed. Include a review of progress with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and bulk materials stored onsite.
26. Submit copies of all transport manifests, trip tickets and disposal receipts for all waste materials removed from the work area during the removal process. Manifests are to be notarized by the receiving agency.
27. If required by the CES Member/PE, submit daily copies of worksite entry logbooks with information on work and visitor access.
28. If required by the CES Member/PE, submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units and other engineering controls.
29. If required by the CES Member/PE, submit a binder with the following information for close-out documentation of all project activities and reports:
    a. Daily field activity reports
    b. Daily air monitoring reports and laboratory analytical results, if required
    c. Any CID, OSHA or EPA or regulatory agency inspection reports, site visit reports and other communications
    d. Daily employee containment sign-in/out logs if required.
    e. Visitor onsite sign-in/out logs

f. Waste manifests, including EPA permit number for disposal facility.
g. Current medical certificates if required.

30. Visually inspect or re-inspect and assess the condition of friable known or assumed ACBM.
31. Visually inspect material that was previously considered non friable ACBM and touch the material to determine whether it has become friable since the last inspection or re-inspection.
32. Identify any homogeneous areas with material that has become friable since the last inspection or re-inspection.
33. Sampling - An accredited inspector shall collect, in a statistically random manner that is representative of the homogeneous area of suspected ACM, bulk samples from each homogeneous area of friable surfacing material for testing.
34. For each homogeneous area of newly friable material that is already assumed to be ACBM, bulk samples shall be collected and submitted for analysis in accordance with 763.86 and 763.87.
35. Assess the condition of the newly friable material in areas where samples are collected, and newly friable materials in areas that are assumed to be ACBM. Reassess the condition of friable known or assumed ACBM previously identified.
36. Record and submit to the designated person a copy of such information that is required under 763.85 (b) (3) (vii) within 30 days of the re-inspection.
37. Update and/or provide the CES Member/Participating Entity a management plan and schedule (developed in accordance to federal AHERA, 40 CFR 763, to include all updates as published for the final rule and notice, and state regulation and requirements) for the re-inspection of all friable and non-friable known or assumed ACBM in each facility building that is leased, owned or otherwise used as a school or public building.
38. Provide an inspection report with the date of the inspection signed by each accredited person making the inspection, State of accreditation, and if applicable, his or her accreditation number.
39. Provide an inventory of the locations of the homogeneous areas where samples are collected, exact location where each bulk sample is collected and the dates that samples are collected, homogeneous areas where friable suspected ACBM is assumed to be ACM, and homogeneous areas where non-friable suspected ACBM is assumed to be ACM.
40. Provide the name and address of each laboratory performing an analysis, the date of analysis, and the name and signature of the person performing the analysis shall be submitted to the CES Member/PE designee for inclusion into the management plan within 30 days of the analysis.
41. Provide training for CES Member(s) or Participating Entity(s) that fulfills the requirements that EPA, DOT, and OSHA mandates for those who handle or work near hazardous substances.

1. General Requirements

A. New Mexico Contractor license requirements:

1. GB-98 contractor may bid and contract as the prime contractor of a project that involves work authorized by the GB-98 license classification, regardless of the percentage of work in the mechanical/plumbing and/or electrical trades. The work outside the scope of the prime contractor's license classification(s) must be subcontracted to an entity validly licensed in the appropriate classification(s).

2. If subcontractors are used to perform these and other related services, they must possess valid New Mexico contractor licenses for the services they will perform.
3. Any contract awarded under this Lot is an indefinite-quantity contract. All costs associated with preparing quotes/job orders/cost proposals shall be the responsibility of the contractor and must be based on a detailed scope of work and in compliance with one of the approved pricing methodologies.
4. The Offeror must be willing and able to demonstrate its' knowledge, understanding and experience with dealing and working with drawings, specifications and general provisions of removal and disposal of asbestos, hazardous and/or contaminated materials, construction services, remediation, restoration, and related services, related trades and utilities work which may be part of the project.
5. The Offeror must be willing, able and have the ability and capacity to include but not limited to, all labor, materials, equipment, site inspection and preparation. These services may be provided by the Offeror's own crews and staff or by subcontractors contracted and supervised by the Offeror. It should be noted that the level of the Offeror's involvement will depend on the Member's requirements.
6. For any project contracted under this RFP, the proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended.
7. The Offeror must possess a knowledge and understanding of all federal, state, and local government codes, regulations and requirements dealing with removal and disposal of asbestos, hazardous and/or contaminated materials.
8. If any part of the design or construction work is to be performed by the CES Member or Participating Entity's architect and/or a third party not associated with the Offeror, the Offeror, prior to proceeding, must provide a signed affidavit stating that it has inspected and has accepted the work completed as meeting and/or exceeding manufacturer, industry and governmental standards and requirements. If the work is not acceptable, the Offeror must notify the Member immediately in writing stating what is not acceptable and on what this detail the reasons for the determination. was made.
9. By accepting a CES or CES Member or Participating Entity purchase order and executing the construction contract, the Offeror acknowledges that he has visited the site, has familiarized himself with the local conditions under which the work is to be performed, and understands the scope of work as defined in the contract documents and the product specifications requested.
10. The cost for temporary utility services electrical, water, gas, etc., that is utilized during the construction process will be identified and agreed upon in writing by the CES Member or Participating Entity. Utility services (electrical, water, gas, etc.) utilized by the contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the contractor and can only be transferred to the CES Member or Participating Entity on written agreement specifically stating what contractor's utilities it will be responsible for. Copies of such agreements shall be provided to CES prior to a CES purchase order being issued.
11. The Offeror is responsible for ensuring that any the proposed project's design and construction drawings as a result of this RFP clearly indicate, identify and communicate

the products, services and testing that must be provided to deal with existing site conditions and that the components and installation of systems are in accordance and comply with applicable federal, state and local rules and regulations including the State of New Mexico building codes and requirements.

12. All work will be in compliance with OSHA safety requirements and any additional applicable federal, state, or local safety requirements. When specifications or the scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the CES Member or Participating Entity representative of the situation. The contractor will not construct any sub-assemble, structure, or device or produce any condition that intentionally violates a health, safety or UBC code or safety standard.
13. The Offeror shall make its' own site visit to fully acquaint themselves with the site, existing facilities, and utilities, and shall fully understand the difficulties and restrictions attending the execution of the work under this RFP. Offeror shall advise the Member in writing and receive its' acceptance of any restrictions and/or anticipated difficulties prior to accepting a contract to do the individual project.
14. All material shall be guaranteed to the extent that:
    a. Installed in accordance and the manufacturer's specifications.
    b. Will perform as specified per the manufacturer's specifications.
15. The Contractor shall maintain accurate and complete records, files, and documents to include state and local laws, ordinances, rules, regulations, manufacturers' instructions, and recommendations which are necessary and related to the work to be performed.
16. The Contractor will clearly identify each individual product and service and its cost in accordance with the pricing methodology as allowed in this RFP. A detailed price and cost submittal with all options that need to be considered will be submitted to the CES Eligible Agency in the format required by this RFP.
17. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars ($25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member/Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the bonds must be provided to CES within five business days of the Contractor's receipt of the CES purchase order.
18. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information to the CES Member/ Participating Entity. The Contractor will provide materials lists to include model, trade names and brand names and ratings (if applicable) for all materials necessary to complete the job. If CES or the CES Member/ Participating Entity requests any information, the records and files will be made available to them.
19. On the acceptance of the project proposal, the Contractor and the CES Member/ Participating Entity will need to create and file all required documents with CES, with all appropriate state and local governing authorities, and acquire permits and authorization. If required, the Contractor will complete and sign a CES third-party agreement between the buyer, Contractor, and Member or Participating Entity (owner). If an additional contract is completed between the Contractor and CES, the CES

Member or Participating Entity, the Contractor will submit a copy of the signed contract along with its project and cost proposal to CES. CES will verify the pricing to be in accordance with the RFP pricing and will issue a CES purchase order to the Contractor.

20. The Contractor must provide the CES Member or Participating Entity with a complete scope of work which includes a description of the work to be performed by the Contractor, the subcontractor, and the owner prior to the issuance of a purchase order.
21. In any contract between the Contractor and CES Member or Participating Entity based on this RFP, the terms and conditions of the RFP will prevail.
22. The Contractor, upon receipt of the CES purchase order, will provide CES with a copy of any applicable performance and payment bonds for the Contractor and any subcontractors, finalized project timelines, schedules of values, the NMDWS paperwork and additional required documents.
23. The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties (a minimum of one (1) year), the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to CES and its Members and are in addition to and do not limit any rights afforded to CES and its Members by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

3. QUALITY CONTROL

1. The Offeror shall make its' own site visit to fully acquaint themselves with the service area, existing facilities, and utilities, and shall fully understand the difficulties and restrictions attending to the execution of the work under this RFP. The Offeror shall advise the CES Member or Participating Entity in writing and receive its' acceptance of any restrictions and/or anticipated difficulties prior to accepting a contract to provide the waste management services requested.
2. All products/materials shall be guaranteed to the extent that:
    i. Will perform as specified per the manufacturer's specifications.
3. Limited Warranty
    i. The Offeror agrees that the products, supplies, or services furnished shall be covered by the most favorable commercial warranties (a minimum of one (1) year) (as applicable) the Offeror gives for such to any customer for such products, supplies or services. Defective components will be repaired or replaced on a factory exchange basis. Exclusions include, but are not limited to, accidents, neglect, abuse, misuse, or natural disasters. Details available on request.

PRICING METHODOLOGIES –

RSMeans Construction Procurement Catalog Pricing Methodology

1. The Offeror responding to this Lot will be required to use the current version of the RSMeans Construction Procurement Catalog to prepare a cost proposal covered by this Lot.
    a. The RSMeans Construction Procurement Catalog pricing method is to be the primary method for pricing projects covered by this Lot.
    b. When utilizing the RSMeans Construction Procurement Catalog pricing methodology, there are options that can be established that will govern how individual construction cost items can affect and modify the individual item's costs as a global setting and will determine the actual item's cost that appears on the project's price proposal. All such options must be disclosed and noted within the Offeror's cost submittal response.
    c. The individual item's cost shown in the RSMeans Construction Procurement catalog indicates the materials, equipment, labor, overhead and profit that will be charged the Owner for the construction item.
    d. All products and services required to complete the project's detailed scope of work provided must be listed.
    e. The Contractor must, for each individual cost item shown on their cost proposal, identify any of the RSMeans factors that are applicable.
    f. A current edition of the RSMeans Construction Procurement Catalog shall be utilized for the response to the RFP. A new edition is published every quarter throughout the calendar year with adjustments and updates to reflect current material costs, equipment costs, labor rates, market conditions, etc., and are included in the new addition and will limit the need for item prices to be adjusted. If a price increase occurs during the year that significantly affects the industry, the Contractor may request CES' approval for an adjustment.
    g. The quantity or unity of measure, of a product or service must accurately represent the required need.
    h. A subtotal of all the items selected will be presented and the Contractor's multiplier/factor awarded for the region will be applied to arrive at the project cost.
    i. Contractor's RSMeans factor, as part of the Offeror's response to this Lot, it will propose a factor that will be applied to the RSMeans Construction Procurement Catalog construction cost proposal to reflect the additional Contractor's costs to prepare for, mobilize, take possession of, secure and take control of the construction site, and to manage, supervise and complete all activities required by the project and the CES one and one quarter percent (1.25%) administrative fee.
    j. **The Offeror's factor must include all general condition items and the CES one and one quarter percent (1.25%) administrative fee**.
    k. Since all mobilizations, transportation and travel costs for both the contractor and its subcontractor's personnel are to be included in the Offeror's factor, if the Offeror intends to service CES procurement regions other than the region in which Offeror is located and intends to utilize subcontractor's that are not located in the CES procurement region where the project is located, the Offeror must take into consideration all of these variables and appropriately allow for them in its factor for each region it intends to serve.
    l. The Offeror will propose a factor for each of the CES procurement regions it intends to serve. This factor will be expressed as a whole number plus three (3)

decimals places. For example, if the Offeror proposes (0.925) and the project's construction quote/cost proposal subtotal is ten thousand ($10,000) dollars, then the calculation would be ($10,000 multiplied by 0.925 equals $9,250) total construction costs. If the Offeror proposes (1.125) and the project's construction quote/cost proposal subtotal is ten thousand ($10,000) dollars, then the calculation would be $10,000 multiplied by 1.125 would equal $11,250 for total construction costs.

m. The Offeror will propose the following factors for each CES procurement region it intends to service. The Offeror may propose factors that are the same for all regions or may vary between regions.

n. Provide Fixed Hourly Rates to be used in your Price Proposal as follows:

   i. Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday) (Outside Tribal Lands).

      1. One for work in normal hours when the total project cost (job order) in excess of $60,000, requiring state wage rates.
      2. One for work in normal hours when the total project cost (job order) is less than $60,000 and does not require state wage rates.

   ii. **Other Than Normal Working Hours (Defined as all hours not defined as normal hours above) (Outside Tribal Lands).**

      1. One for work in other than normal working hours when the total project cost (job order) in excess of $60,000, requiring state wage rates.
      2. One for work in other than normal working hours when the total project cost (job order) is less than $60,000 and does not require state wage rates.

   iii. **Project Funded by Federal Funds or on Tribal Lands Performed During Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday)**

      1. One for work in normal working hours when the total project cost (job order) is in excess of $2,000, requiring federal wage rates.
      2. One for work in normal working hours when the total project cost (job order) is less than$2,000 and does not require federal wage rates.

   iv. **Project Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours (Defined as all hours not defined as normal hours above)**

      1. One for work in other than normal working hours when the total project cost (job order) is in excess of $2,000, requiring federal wage rates.
      2. One for work in other than normal working hours when the total project cost (job order) is less than $2,000 and does not require federal wage rates.

Note: Factors c) and d) are utilized for projects funded by federal funds and require Davis Bacon Wage Rates or for projects located on tribal lands.

3. Cost of permits, performance and payment bond costs, tribal taxes and New Mexico Gross Receipt Taxes are shown as separate line items on the cost proposal.
4. All adjustment factors are expressed as an increase or decrease from the published prices.
5. When offering an adjustment factor, the Offeror must include in its factor:
    a. All general cost (General Conditions) such as home office overhead; all types of insurance, fringe benefits, payroll taxes, worker's compensation etc.; site visits; project meetings and owner support services; project development; project office staff, supplies, equipment, and paperwork; inspection and testing fees; training; supervision; JOC System License Fee; project mobilization and close-out and other related costs.
    b. Plan Checking and Permit Fees: Include as part of the response any plan checking fee as charged by any municipality, county, or state government (or any other applicable entity or agency with jurisdiction over the project) for checking contract documents prior to obtaining a building permit. Include in your response all costs incurred for permits relating to this requirement.
    c. The Contractor cost for Payment and Performance Bonds shall be listed as a line item in each proposal in excess of $25,000.

Note: Offerors and Subcontractors whose home location is in one region and the project is in another must build into their adjustment factor the above costs associated for doing projects in other regions. No general conditions relating to the above items will be allowed in a project's proposal unless it is submitted and approved in advance by the CES Eligible Agency CES.

o. **Performance and Payment Bond Costs**

Required for construction projects over $25,000.00. This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%).

p. **Alternative Methods of Costing O/P**

Used for those items that cannot be priced using the RSMeans pricing method, including sole source items. Offeror is to indicate the percent of overhead, or markup, to be added to these costs to obtain the standard cost on which the CES discount can be taken to achieve the CES price.

q. **CES Discount off Alternative Costing**

To obtain CES prices for those items that cannot be priced using the JOC Core pricing method. This represents the Offeror's discount % that is taken off the standard cost to obtain the CES price. Example: an item costs $1,000, percent of profit and overhead of

20% equals standard price of $1,200, less the CES discount of 10% or $120 equals the CES price of 1,080.

r. **Discounts Provided on Price Lists and Catalogs**

This represents the average discount provided by the Offeror on stated prices.

s. **Offeror's Support for CES Pricing**

This is the same % Discount as Offeror has stated on the Mandatory Form in the RFP documents.

ATTACHMENT B
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A Price List/Pricing: The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES administration fee.

B New Technology and Products: New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C Price Quote/Proposal: When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E Price Increases: Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove

such requests.

F Price Surcharges: Depending on current market conditions, surcharges may apply as approved by CES.

COST PROPOSAL

Lot 2 Removal and Disposal of Asbestos, Hazardous and/or Contaminated Materials, Remediation, Restoration and Related Services

Hazardous Waste Analysis, Inspection, Sampling, Removal, Disposal, Abatement, Remediation, Restoration Services and Related 2024-13

Keers Remediation, Inc

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Normal Hours Requiring State Wage Rates (Outside Tribal Land)	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays),(Outside Tribal Land). Factor for work in normal hours when the total project cost is in excess of $60,000, requiring state wage rates.	Cost Adjustment Factor	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45
Normal Hours Not Requiring State Wage Rates (Outside Tribal Land)	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays),(Outside Tribal Land). Factor for work in normal hours when the total project cost is less than $60,000, not requiring state wage rates.	Cost Adjustment Factor	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Other Than Normal Hours Requiring State Wage Rates (Outside Tribal Lands)	Other Than Normal Working Hours(Outside Tribal Land) (As defined in the RFP documents). Factor for work performed in other than normal hours when the total project cost is in excess of $60,000, requiring state wage rates.	Cost Adjustment Factor	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45
Other Than Normal Hours Not Requiring State Wage Rates (Outside Tribal Lands)	Other than Normal Working Hours (Outside Tribal Lands) (As defined in the RFP documents). Factor for work performed in other than normal hours when the total project cost is less than $60,000, not requiring state rates.	Cost Adjustment Factor	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Project Funded by Federal Funds or on Tribal Land During Normal Working Hours	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays). Factor for work in normal hours when project cost is in excess of $2,000, requiring federal wage rates and involves Federal Funds.	Cost Adjustment Factor	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45
Project Funded by Federal Funds or on Tribal Land During Normal Working Hours	Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays). Factor for work in normal hours when project cost is less than $2,000, not requiring federal wage rates and involves Federal Funds.	Cost Adjustment Factor	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Projects Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours	Other than Normal Working Hours (As defined in the RFP). Factor for work in other than normal working hours when project cost is in excess of $2,000, requiring federal wage rates and involves Federal Funds.	Cost Adjustment Factor	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45
Projects Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours	Other than Normal Working Hours (As defined in the RFP). Factor for work in other than normal working hours when project cost is less than $2,000, not requiring federal wage rates and involves Federal Funds.	Cost Adjustment Factor	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Non-Pre-Priced	Non Pre-Priced - An item of work required by the detailed scope of work, but not included in the Construction Task Catalog. If architectural and engineering services are requried, they will be priced as a non pre-priced task.	Cost Adjustment Factor	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35	1.35
Alternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to cost.	Percent	25 %	25 %	25 %	25 %	25 %	25 %	25 %	25 %	25 %
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost/overhead/markup/profit) Less Rate of Discount.	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Average Discount Off Published Price	Percent of Discount off Printed/Published Price Sheets	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %

Product Name	Product Description	Unit Of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Performance & Payment Bond Cost	This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%).	Percent	3 %	3 %	3 %	3 %	3 %	3 %	3 %	3 %	3 %
Offeror's Support for CES Pricing	Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price.	Percent	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Labor Rate - Hourly Rate	Acrredited Project Designer/Manager	cost	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75
Labor Rate - Hourly Rate	Acrredited Lead Risk Assesor	cost	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75
Labor Rate - Hourly Rate	Accredited Lead Inspector	cost	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75
Labor Rate - Hourly Rate	Accredited Management Planner	cost	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75
Labor Rate -Hourly Rate	Certified Industrial Hygenist	cost	$ 190	$ 190	$ 190	$ 190	$ 190	$ 190	$ 190	$ 190	$ 190
Labor Rate - Hourly Rate	Administrative Support	cost	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40
Inspection - Cost	Cost Per Square Foot	cost	$ 0.15	$ 0.15	$ 0.15	$ 0.15	$ 0.15	$ 0.15	$ 0.15	$ 0.15	$ 0.15
3 Year Re-Inspection Cost	Cost Per Square Foot	cost	$ 0.15	$ 0.15	$ 0.15	$ 0.15	$ 0.15	$ 0.15	$ 0.15	$ 0.15	$ 0.15
Sample Analysis - PLM (Bulk)	Cost Per Sample - PLM - (bulk) 24 hours	cost	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35
Sample Analysis - PLM point count	Cost Per Sample - PLM point count 24 hours	cost	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25
Sample Analysis - PCM - (Air)	Cost Per Sample - PCM - (air) 24 hours	cost	$ 11	$ 11	$ 11	$ 11	$ 11	$ 11	$ 11	$ 11	$ 11
Sample Analysis - TEM - (Air)	Cost Per Sample - TEM - (air) 24 hours	cost	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150
Sample Analysis - TEM - (Bulk)	Cost Per Sample - TEM - (bulk) 24 hours	cost	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125
Analysis - Laboratory Work	Fixed reimbursement amount to cover overhead and profit for every $100.00 spent for laboratory analysis work including reporting. Example: If your markup is 30% then for every $100.00 spent the fixed reimbursement amount is $30.00.	cost	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25
Equipment/Tool Rental (portable shower, portable HEPA vacuum, negative air monitor, IAQ monitor etc.)	Fixed reimbursement amount to cover overhead and profit for every $100.00 spent for equipment/tool rental. Example: If your markup is 30% then for every $100.00 spent the fixed reimbursement amount is $30.00.	cost	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25
Material and Supples	Fixed reimbursement amount to cover overhead and profit for every $100.00 spent for materials and supplies. Example: If your markup is 30% then for every $100.00 spent the fixed reimbursement amount is $30.00.	cost	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25
Mileage Rate	Mileage rate for company owned vehicles (car/medium duty truck)	cost	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75
Per Diem Rate	Per diem rate - meals and lodging - per 24 hour period	cost	$ 175	$ 175	$ 175	$ 175	$ 175	$ 175	$ 175	$ 175	$ 175

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2024

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

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

PRODUCER
Brown & Brown Insurance Services, Inc.
PO Box 94450
Albuquerque NM 87199

CONTACT NAME: Kim Haines
PHONE (A/C, No, Ext): (505) 821-5888 **FAX (A/C, No):**
E-MAIL ADDRESS: kimberlee.haines@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Key Risk Insurance Company	10885
INSURER C : Great Divide Insurance Company	25224
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Keers Facility Services, LLC
5904 Florence Ave NE
Albuquerque NM 87113

COVERAGES **CERTIFICATE NUMBER:** 24-25 Keers **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:			ECP2040046-11	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP2040037-11	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA2040038-11	04/01/2024	04/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution/Professional-Claims Made			ECP2040046-11	04/01/2024	04/01/2025	Per Claim Aggreagte Deductible	$1,000,000 $2,000,000 $5,000

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

- Remediation On-Call
- Point of contact: Caryn Grosse, Facilities Division

CERTIFICATE HOLDER
City of Santa Fe
PO Box 909
Santa Fe NM 87504

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

AUTHORIZED REPRESENTATIVE

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From: DUTTON-LEYDA, TRAVIS K.
To: GABALDON, RACHEL D.; Purchasing DET
Cc: BURNETT, SAM; CALABAZA, DEALVA X.; GROSSE, CARYN L.
Subject: RE: SOW Determination- Remediation
Date: Monday, April 22, 2024 3:30:47 PM
Attachments: image003.png

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed. _
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the

subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

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

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

Regards,

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

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

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

CITY OF SANTA FE
FINANCE

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

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Monday, April 22, 2024 11:20 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>; GROSSE, CARYN L. <clgrosse@santafenm.gov>
Subject: SOW Determination- Remediation

Good morning Travis,

I am requesting a determination on the following scope of work:

1) Removal and Disposal of Asbestos Hazardous and or Contaminated Goods and Materials, Inspection/Re-Inspection, Sampling, analysis and Remediation, restoration and Related Services.
2) Removal of hazardous materials, including asbestos containing building materials, toxic mold containing building materials, and biohazards including pigeon feces at various locations.
3) Engineering controlled removal methods to be utilized during remediation activities, as required by appropriate regulatory agencies.
4) All hazardous waste, including asbestos waste will be disposed of in compliance with all Occupational Safety and Health Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA), and Department of Transportation (DOT) Federal Regulations and any other applicable regulations.
5) Testing and engineering shall be performed as needed or required by appropriate regulatory agencies.
6) Miscellaneous Trash Clean Up.

Thank you,

R. Denise Gabaldon, CPO
Contracts Administrator | CIP & Facilities Division | Public Works Dept.
Website: www.santafenm.gov
Email: rdgabaldon@santafenm.gov
Mobile: (505) 795-2439
Office: (505) 955-5934

From: Matt Loehman
To: KAHAHANE, ELIZABETH L.
Subject: Re: Horizons Determination – Remediation On-Call Services
Date: Wednesday, October 30, 2024 3:58:28 PM
Attachments: image001.png

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

Good afternoon Lisa,

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

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

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

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

On Wed, Oct 30, 2024 at 3:55 PM KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov> wrote:

> Hello Matt,
>
> The City of Santa Fe is seeking a Horizons Determination for the following Scope of Work:
>
> - Removal and Disposal of Asbestos Hazardous and or Contaminated Goods and Materials, Inspection/Re-Inspection, Sampling, analysis and Remediation, restoration

and Related Services.

- Removal of hazardous materials, including asbestos containing building materials, toxic mold containing building materials, and biohazards including pigeon feces at various locations.
- Engineering controlled removal methods to be utilized during remediation activities, as required by appropriate regulatory agencies.
- All hazardous waste, including asbestos waste will be disposed of in compliance with all Occupational Safety and Health Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA), and Department of Transportation (DOT) Federal Regulations and any other applicable regulations.
- Testing and engineering shall be performed as needed or required by appropriate regulatory agencies.
- Miscellaneous Trash Clean Up.

Please let me know if you have any questions.

Thanks!

Best,

Elizabeth "Lisa" Kahahane

Contracts Administrator | Facilities Division | Public Works Dept.

Email: elkahahane@santafenm.gov
M: (505) 795-2439

O: (505) 955-5934

CITY OF SANTA FE
FACILITIES

Contract Packet_Keers Remediation_CW on-call_10 30 2024_CG SSD1 ELK5

Final Audit Report 2025-02-21

Created:	2025-02-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkt1157pyLWIbZ2wrvm1ePOyNVwATvnID

"Contract Packet_Keers Remediation_CW on-call_10 30 2024_CG SSD1 ELK5" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-02-19 - 0:14:19 AM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-02-19 - 0:18:03 AM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2025-02-19 - 3:52:21 PM GMT- IP address: 104.47.64.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2025-02-19 - 3:52:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-02-19 - 3:52:36 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-02-19 - 3:52:49 PM GMT- IP address: 174.240.22.15

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-02-19 - 3:53:20 PM GMT - Time Source: server- IP address: 174.240.22.15

Document emailed to rawheeler@santafenm.gov for signature
2025-02-19 - 3:53:23 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-02-21 - 7:12:44 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-02-21 - 7:13:06 PM GMT- IP address: 63.232.20.2

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

Signature Date: 2025-02-21 - 7:13:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-02-21 - 7:13:08 PM GMT

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Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: February 20, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor FH

Via: Mike Dozier, Wastewater Management Division Director MD
Jesse Roach, Interim Public Utilities Director JR

Subject: Engineering Design Plans of an Aerated Static Pile Sludge Composting Process

Vendor Name: HDR Engineering, Inc.

Munis Vendor Number: 2722

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Professional Services Contract in the total amount of $339,388.00 including gross receipt tax for Engineering Design Services for a term of Four Years from the date of approval with HDR Engineering, Inc.

1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $339,338.00 from Wastewater Enterprise fund to WIP Design.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250199.

BACKGROUND AND SUMMARY:

The Wastewater Management Division composts stabilized residual sewage sludge to produce a marketable product that is sold to the public. The facility currently uses a windrow composting method that relies on diffusion of air through the piles for processing. Conversion to an Aerated Static Pile Composting process, which forces air through the piles to increase the processing rate, would allow the processing of more stabilized sludge, reducing the mass of sludge that must be landfilled.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Enterprise Fund /500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Design/572960

Budget Officer / Designee: Andy Hopkins **Date:** 02/26/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 24008 was released on February 29, 2024, and closed on April 11, 2024. One bid was received from HDR Engineering, Inc.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 02/28/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFP
Certificate of Liability Insurance
Professional Services Contract

Item #: _____
Munis Contract #: 3250199
RFP #: 240008

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

AERATED STATIC PILE COMPOSTING ENGINEEERING DESIGN PROJECT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **HDR Engineering, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

The Contractor shall prepare and provide engineering plans and technical specifications to allow the conversion of the area within the existing compost building for aerated static pile composting as described in Exhibit A.

2. Standard of Performance; Licenses

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

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

C. The Contractor shall provide its services in accordance with the ordinary standard of professional care applicable to members of Contractor's profession providing the same services under the same or similar circumstances at the same time and locality. The Contractor makes no warranties of any kind or nature, express or implied herein, in connection with the Contractor's services.

3. Compensation

A. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed $339,388.00 (This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. 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 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, except to the extent City was not prejudiced by such delay to invoice.

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within 21 days after the City's receipt of invoice. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

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

4. Term

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

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination which notice shall (i) identify all the Contractor's material breaches of this Contract upon which the termination is based and (ii) state what the Contractor must do to cure such material breaches. City's notice of termination shall only be effective (i) if the Contractor does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Consultant does not, within the thirty (30) day notice period, notify the City of its intent to cure and begin with due diligence to cure the material breach.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

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

by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

Upon payment in full of undisputed amounts to Contractor, all materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Any modification or reuse of Contractor's materials by City for purposes other than those described in this Contract shall be at City's sole risk and without liability to Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Entire Agreement.

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

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of **RFP 240008,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits of $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the coverage and limits specified in this Contract. 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 required herein. No representation is made that the insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form

furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

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

24. Indemnification

The Contractor shall defend, indemnify, and hold harmless the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including reasonable attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the negligent or wrongful acts or omissions of the indemnitor or its officers, employees or agents. In the event that any action, suit or proceeding related to the negligent or wrongful acts or omissions of the Contractor or any of its officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City: P. Fred Heerbrandt, P.E.
73 Paseo Real
Santa Fe, NM 87507
pfheerbrandt@santafenm.gov

To the Contractor: HDR Engineering, Inc.
Chris Rodriguez, Office Principal/Associate Vice President
2155 Louisiana Blvd. NE, Suite 3000
Albuquerque, NM 87110
chris.rodriguez@hdrinc.com

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any reasonable direct costs and/or damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
HDR Engineering, Inc

_____
Aaron Meilleur, PE, Senior Vice President

DATE: Feb 18, 2025

ATTEST:

NMBTIN: 02154898006

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 18, 2025 11:16 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

EXHIBIT A

December 19, 2024

Mr. Fred Heerbrandt, P.E.
Engineer Supervisor Wastewater
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

RE: Revised Proposal for Engineering Services for Paseo Real Wastewater Reclamation Facility (PRWRF) Aerated Static Pile (ASP) Composting Facility Improvements

Dear Mr. Heerbrandt,

HDR Engineering, Inc. (HDR) appreciates the opportunity to submit this revised proposal to provide engineering services for the Paseo Real Wastewater Reclamation Facility (PRWRF) Aerated Static Pile (ASP) Composting Facility Improvements project based on our conversations and email correspondences. As discussed, the City's intent is to modify the existing windrow composting process with an ASP process within the exiting compost building to improve composting efficiency.

Scope of Services

HDR will provide professional engineering services for the design, bidding, and engineering services during construction to convert the biosolids composting process from windrow to aerated static pile.

Project Management and Quality Assurance/Quality Control (QA/QC)

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

- Monitoring of the project scope of services, budget, and schedule
- Management and coordination of HDR team members
- Coordination with Town and Operations Staff
- Implementation of HDR's QA/QC program consisting of quality control reviews of technical deliverables by senior technical staff
- Preparation of monthly invoices

This task will also include a kick-off/concept design meeting with the City to review the project scope, schedule, and review of existing facility. HDR will prepare agenda and meeting summary notes.

Task 1 – ASP Composting Evaluation

HDR will perform an evaluation of the proposed ASP composting process and compare against the existing windrow process. The evaluation will include analysis of historical operations data to evaluate biosolids production, summary of regulatory requirements, assessment of feedstock, conceptual layout, evaluate up to three ASP technologies, and conceptual opinion of probable construction costs. The evaluation will be summarized in a technical memorandum and will be used as the basis of design for the proposed improvements.

Deliverables

Design deliverables will consist of the technical memorandum and supporting appendices. HDR will provide an electronic PDF copy for each of the following deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum

Task 2 – Design Services

HDR will proceed with the design phase for the proposed improvements after completion of the evaluation phase. The design scope of work includes preparation of design drawings and associated technical specifications to be used for bidding and construction of the proposed improvements. A preliminary sheet list anticipated for the project is summarized below.

Preliminary Drawing Sheet List

Sheet No.	Description
G000	Cover Sheet and Index of Drawings
G001	General Notes
G002	Abbreviations
G003	General Legend
G004	Process Mechanical / Piping Legend
G005	Electrical Legend
G006	Instrumentation Legend
C001	Existing Overall Site Plan
D101	Overall Composting Facility Plan
D102	Enlarged Composting Facility Plan
D301	Composting Facility Sections
D302	Composting Facility Sections and Details
D303	Composting Facility Details
E101	Overall Composting Facility Electrical Plan
E102	Enlarged Composting Facility Electrical Plan
E103	Electrical One-Line Diagrams
E104	Electrical Panel Schedule

Sheet No.	Description
E105	Electrical Details
Y601	Instrumentation Composting Facility P&ID
Y602	Instrumentation One-Line Diagram
Y603	Instrumentation Details

Deliverables

Design deliverables will consist of contract documents, technical specifications, and engineer's opinion of probable construction costs. HDR will provide an electronic PDF copy for each of the following deliverables:

- Preliminary 60% Design Progress Submittal
- Pre-Final 90% Design Progress Submittal
- Final Design Package

HDR will attend two design review meetings with City staff for the 60% and 90% submittals which will be held virtually.

Task 3 – Bidding Services

Upon approval of the final plans and specifications, HDR will assist the City with receiving bids for the construction of the project. HDR will provide bidding assistance to the City and complete the following:

- Conduct Pre-Bid Conference
- Provided responses to contractor questions regarding design plans and technical specifications and prepare up to two addenda to distribute to bidders.
- Bid Opening and Tabulation will be prepared by the City. HDR will review bid tabulation and Recommendation of Award.

Task 4 – Engineering Services during Construction

During the construction phase of the project, HDR will provide the following engineering services during construction:

- Attend one Pre-Construction Conference and Prepare Meeting Notes
- Review up to 20 Shop Drawing and Operations and Maintenance Manual Submittals
- Review up to 10 Requests for Information (RFI's)
- Review up to 2 Contractor Change Requests (as required)
- Conduct virtual bi-weekly construction coordination meetings
- Review Contractor Pay Applications
- Attend one final walkthrough, prepare punch list, and prepare notice of substantial completion
- Coordinate with City Contractor's equipment start-up and training plans prepared by equipment manufacturer.

- Prepare record drawings based on Contractor provided as-built redlines

Contingency Allowance

A contingency allowance is reserved for unforeseen engineering services not included or anticipated in the scope of services described previously but may be authorized by the City after the evaluation phase.

Assumptions

Sope of services is based on the following assumptions:

- Scope of services only includes evaluation of ASP composting process. No other biosolids composting technologies will be considered.
- Scope of Services for design and engineering services during construction is based on ASP process with positive aeration system with no odor control or air scrubbing. Aeration system will be supplied by air supply fans located inside the existing compost building.
- Scope of Services does not include any structural modifications to the existing compost building structure and slab. Composting bin walls will consist of precast concrete bin blocks, composting bin floors will be a removable flooring system such as hollow-core precast concrete planks without any structural modifications.
- Scope of services does not include any modifications to existing building plumbing and ventilation system.
- Scope of Services does not include any Surveying or Geotechnical Engineering Services. All work will be within the existing composting facility.
- Engineer's Opinion of Probable Construction Cost (EOPCC) will be based on pricing obtained from vendors and suppliers at the time of preparation. EOPCCs will be updated at each design submittal and prior to bidding. HDR will have no control of the accuracy from the final EOPCC prepared to the actual construction bid prices received during bidding.
- Fee estimate for engineering services during construction is based on an estimated 4 months of actual construction without any structural modifications to the existing compost building.
- Fee estimate for part time construction observations services is based on an estimated 4 months of actual construction. A total of 32 site visits will be performed, twice a week for 16 weeks.
- Front end documents required for bidding will be prepared by the City. HDR will provide the bid form with quantities to be included with the front end bidding documents.
- Bid advertisement and the bidding process will be completed and managed by the City. HDR will provide electronic files in PDF format to the City for bidding.
- 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.
- The Construction Contractor shall be responsible for the development and implementation of the SWPPPs and any associated monitoring and reporting.
- HDR's scope of services does not include any warranty or construction claims reviews or associated dispute resolution.

Estimated Fee

HDR will provide the services described for a total fixed price fee excluding New Mexico Gross Receipts Tax as summarized below.

Description	Estimated Fee
Task 1 - ASP Evaluation	$ 51,500
Task 2 – Design Services	$ 120,620
Task 3 – Bidding Services	$ 13,825
Task 4 – Engineering Services During Construction	$ 77,712
Contingency Allowance	$ 50,000
Total Estimated Fee	**$ 313,657**

Estimated Project Schedule

The actual date for the meeting will be determined in coordination with the City. A detailed project schedule for the remainder of the project including the design phase and construction phases of the project will be developed in coordination with the City.

Please do not hesitate to contact our Project Manager, Wade Chacon, at (505) 830-5457 if you have any questions or need additional information. We look forward to continuing our positive working relationship with you on this project.

Sincerely,

HDR Engineering, Inc.

Aaron Meilleur, PE
Senior Vice President, Area Manager

Wade Chacon, PE
Senior Project Manager

City of Santa Fe - Professional Services Contract - HDR - Final CAO vs3-with Exhibit A

Final Audit Report 2025-02-18

Created:	2025-02-17
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADvFAdQgOc1ThnLWIPpgk1K4C76QJzaCt

"City of Santa Fe - Professional Services Contract - HDR - Final CAO vs3-with Exhibit A" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2025-02-17 - 7:18:22 PM GMT- IP address: 63.232.20.2

Document emailed to Aaron Meilleur (aaron.meilleur@hdrinc.com) for signature
2025-02-17 - 7:19:17 PM GMT

Email viewed by Aaron Meilleur (aaron.meilleur@hdrinc.com)
2025-02-17 - 9:15:39 PM GMT- IP address: 104.47.59.254

Document e-signed by Aaron Meilleur (aaron.meilleur@hdrinc.com)
Signature Date: 2025-02-18 - 6:15:15 PM GMT - Time Source: server- IP address: 50.115.87.146

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2025-02-18 - 6:15:17 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-02-18 - 6:15:55 PM GMT- IP address: 76.127.1.192

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-02-18 - 6:16:28 PM GMT - Time Source: server- IP address: 76.127.1.192

Agreement completed.
2025-02-18 - 6:16:28 PM GMT

Powered by Adobe Acrobat Sign

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

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

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

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN	5000375	572960		$ 339,388	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 339,388	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
To increase WIP Design from Wastewater Enterprirse fund for HDR ENGINEERING ,INC. Please when posting add vendor name….

please see memo for more detail

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(339,388)
TOTAL:	**(339,388)**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Linda MacAllister — Prepared By *{print name}* — 2/20/2025 Date

Division Director Signature *{optional}* — Feb 21, 2025 Date

Department Director Signature — Feb 21, 2025 Date

Andy Hopkins — Budget Officer — 02/26/2025 Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2024

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

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

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

COVERAGES **CERTIFICATE NUMBER:** W33526354 **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 [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	TB2-641-444950-034	06/01/2024	06/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-044	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	EUO(25)57919363	06/01/2024	06/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-014	06/01/2024	06/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

City of Santa Fe, NM
Attn: Paul Heerbrandt
200 Lincoln Ave.
P.O. Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: City of Santa Fe Paseo Real Wastewater Reclamation Facility UV Disinfection Project; RFP #23/07/P.

Additional Insureds and Waiver of Subrogation: City of Santa Fe their officials, officers, employees and agents.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
All locations owned by or rented to the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

© Insurance Services Office, Inc., 2008

Policy Number: TB2-641-444950-034

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **All construction projects not located at premises owned, leased or rented by a Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

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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

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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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

© Insurance Services Office, Inc., 2018

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

 © Insurance Services Office, Inc., 2018

Policy Number TB2-641-444950-034
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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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.

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
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.

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Policy Number: AS2-641-444950-044
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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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.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.
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 c ontract with that person or organization.

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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

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-014 Effective Date 06/01/2024 Premium
$

Issued to:HDR Engineering, Inc.

© 1983 National Council on Compensation Insurance, Inc.

Policy Number TB2-641-444950-034
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement	As required by written contract or written agreement	30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Policy Number AS2-641-444950-044
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement		30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		**30**

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-014 Effective Date 06/01/2024 **Premium $**

Issued to HDR Engineering, Inc. **Endorsement No.**

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Services Offered to the City of Santa Fe (9.2023)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

Signature: P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Feb 20, 2025 15:33 MST)

Email: pfheerbrandt@santafenm.gov

Outlook

RE: Engineering Design Services Determination - 24-31-P

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

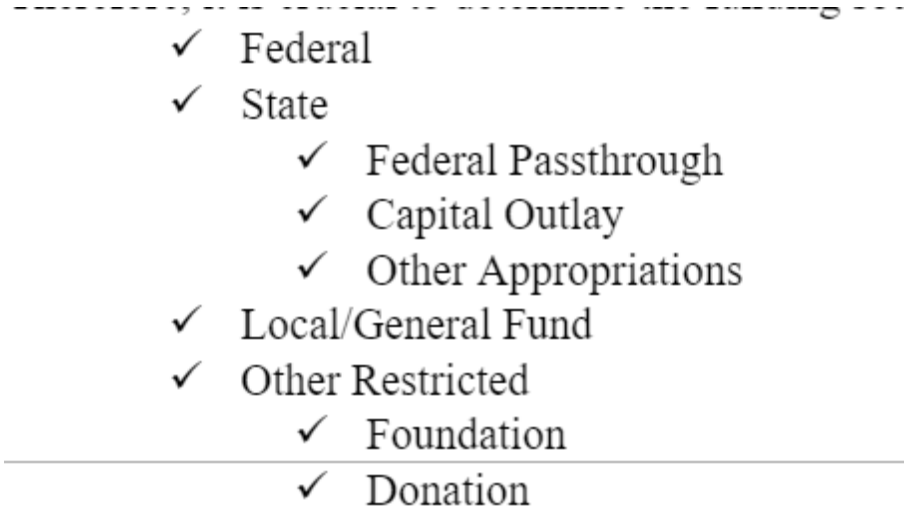
Date Mon 8/14/2023 10:37 AM

To HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; GUNTER, RAYMOND S. <rsgunter@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>

Greetings,

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

1. The procurement shall be conducted as an RFP. Being that this is for Engineering Services, the RFP should not include the evaluation of cost.
2. While this scope of work has been determined to be Professional Services, please check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org). The scope of work must be offered to WorkQuest dba Horizons of New Mexico for their right of first refusal.
3. Please ensure that the appropriate templates and forms are used. https://intranet.santafenm.gov/finance_1
4. When processing this procurement, please ensure that this number (**24-31-P**) and the procurement name are used in the appropriate documents and the subject of emails.
5. Please keep this as part of the procurement file for future reference.
6. Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.



6. Please review the pages linked below to determine whether any of the existing agreements are applicable to this request. You might be able to use an existing agreement to save time and money.

    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/
    - https://naspovaluepoint.org/categories/

    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

    - https://eprocurement.ces.org/public/bluebook.html#

7. Send your request via MS Teams or via email:

    - RFP requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f

    - ITB requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

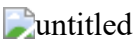
Thank you for submitting this scope of work for my review.

Regards,

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

tkduttonleyda@santafenm.gov

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



From: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>
Sent: Monday, August 14, 2023 10:16 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Engineering Design Services Determination

Scope of Work

The Wastewater Management Division is seeking an engineering design of an Aerated Static Pile composting process facility within the Division's existing windrow composting building. The Wastewater Management Division composts residual solids from the wastewater treatment process with ground yard wastes (wood chips). The engineering company that is awarded the project will prepare and provide engineering plans and technical specifications to allow a contractor to convert the area within the existing compost building for aerated static pile composting.
Tasks included in this design project include:

1. **Design Phase**
   - Production of a technical memo reviewing the operational, regulatory, and financial limitations/benefits of Static Pile Composting vs Windrow Composting.
   - Production of a technical memo reviewing the proprietary aerated static pile systems available as well as an in-house design concept. Wastewater Management Division staff will make a selection of the desired system design from a review and discussion of this document.
   - Production of 60%, 90%, and 100% construction plan sets for review by the designated Wastewater Management Division staff. The 100% plans shall be suited for use in an Invitation to Bid on the designed improvements.
   - Production of 60%, 90%, and 100% Technical Specifications for review by the designated Wastewater Management Division staff. The 100% Technical Specifications shall be prepared for use with an Invitation to Bid on the designed improvements.
   - Production of an Opinion of Construction Cost at the 60% and 100% design stage.
   - Production of electronic copies of the final design drawings and specifications in .pdf and .dwg formats.

2. **Bid Phase**
   - Prepare up to 2 addenda.
   - Develop a QA/QC program specification to be included in the bid documents.
   - Distribute bid documents digitally through the City of Santa Fe web site.
   - Conduct a pre-bid meeting.
   - Prepare a bid tabulation and analysis of the Low Offerer's qualifications. Make a recommendation for award of the contract.

3. **Construction Phase**
   - Conduct a preconstruction meeting with the awarded contractor, City staff, and construction manager.
   - Provide part-time (10 hours per week) construction observation services.

- Conduct weekly construction meetings online.
- Review invoices and recommend payment based on contractor completion claims.
- Issue notice of substantial completion and a final punchlist for completion of the construction project.
- Coordinate equipment start-up and training with contractor and equipment manufacturers.
- Review and approve a operation and maintenance manual for the overall system designed and constructed.

P. Fred Heerbrandt, P.E.
Engineer Supervisor Wastewater
City of Santa Fe
505-955-4623
pfheerbrandt@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: February 21, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW RW (Feb 24, 2025 09:46 MST)

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

Subject: Name Change from WH Pacific to NV5 Inc.

ACTION:

Request for Approval of Amendment #1 to the Professional Services Agreement #24-0505 with WH Pacific Inc. to Reflect Company's Name Change to NV5 inc. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250010.

BACKGROUND AND SUMMARY:

WH Pacific, Inc's. original Professional Services Agreement Item#24-0505 for on-call engineering services, including construction management, was approved by the Governing Body on August 14, 2024. On December 28, 2024, WH Pacific, Inc. merged with NV5, Inc. and the merged company name is NV5.

The professional engineers from WH Pacific who are currently working on two state-funded roadway projects will remain the design engineers for these projects. Hence, there is no huge impact to the quality of work, budget, and project completion due to this merger and name change.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 02/26/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP #24001.

Chief Procurement Officer (CPO) / Designee: **Date:** 02/26/2025

CPO Comment/Exceptions: Award from RFP

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet
Amendment #1
Certificate of Liability Insurance (COI)

Halona Crowe

Item #: 24-0505
Munis Contract #: _____
RFP#: 24001

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **WHPacific, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

The Professional Engineer (PE) shall provide On-Call General Engineering Services and Construction Management Services for the design and construction of roadway, trail, drainage, facility, utility and traffic design. Once the City identifies a need, the City will issue a written task order to the PE that will detail required services. Upon receiving the City's request for services, the PE shall provide the City with an estimate of hours required to do the work and the parties will negotiate the tasks for each project on a project-by-project basis. The PE may also be required to do the project in phases. Where a project proceeds in phases based on the development model used by the City, the PE shall provide the work estimate for each phase.

Work estimates shall be based on producing the deliverables described in the development model below for the tasks or phase(s) in the task order.

1. PROJECT DEVELOPMENT PHASES

a. Phase 1 - Project Scoping

The PE will review available data, define project scope, conduct scoping field review, and write scoping report in accordance with guidelines of the New Mexico Department of Transportation.

1. Phase 1 Activities:

   i. Understanding and documenting existing conditions, environmental, and right-of way needs;
   ii. Identifying design parameters for the project;
   iii. Documenting safety considerations;
   iv. Describing proposed improvements;
   v. Conducting a preliminary field review meeting; and
   vi. Developing a preliminary engineer's estimate.

2. Phase 1 Deliverables
   a. Scoping Report
      The following defines the required contents of the Scoping Report. The PE should evaluate all items listed below but some elements may not apply based on the project type.

      i. Project Summary/General Description
         a) Project data
            - Control number
            - Type of work
            - Project purpose and need
            - Location description
            - Posted route
            - Milepost (coordinates and/or intersections)
            - Project length
            - NMDOT district
            - County
            - Roadway functional classification
            - Terrain type
            - Fiscal year (study, design, construction) and project Termination Date
            - Program (funding category)
         b) Site description (beginning of project to end of project)
         c) Survey requirements (location and/or property survey)
         d) Right-of-way requirements
         e) Environmental Level of Effort (ELOE)
         f) Estimated project development time (from scoping to letting) all within agreement contract time; and
         g) Estimated project construction schedule and budget

      ii. Existing Conditions (where applicable)
         a) Typical road section
            - Driving lanes per direction
            - Auxiliary lanes (acceleration, deceleration, and turning lanes) and medians
            - Shoulders (including rumble strips/stripes) and/or curb and gutter
            - Surfacing tapers

- Multi-modal facilities (including transit, pedestrian and bicycle facilities)

b) Roadside slopes
c) Geotechnical conditions
d) Surfacing type and condition
e) Horizontal alignment
f) Vertical alignment
g) Major and minor roadway intersections
h) Right-of-way width
i) Major structures (> 20-foot span)
j) Other structures (< 20-foot span, may include fencing, retaining walls, cattle guards, concrete box culverts, safety barriers, etc.)
k) Roadway lighting
l) Traffic control and management devices (traffic signals, intelligent transportation system (ITS) equipment, special traffic signs, etc.)
m) Utilities (inventory and owners)
n) Environmental factors
o) Posted speed limit and design speed
p) Driveway and entrances (inventory)
q) Level of service (traffic volume and fleet characteristics)
r) Facilities and compliance with the Americans with Disabilities Act (ADA)
s) Railroad facilities (identify, should include railroad right-of-way, crossings, etc.)
t) Erosion control and landscaping installations
u) School crossings
v) Safety considerations

iii. Proposed Improvements
a) Typical section (including surfacing type and thickness)
b) Major structures
c) Other structures
d) Horizontal alignment
e) Vertical alignment
f) Intersections
g) Turnouts
h) Safety
i) Drainage and erosion control
j) Design exceptions/ variances
k) Detours and traffic control
l) Warrants and signalization
m) Landscaping and irrigation
n) ADA/ pedestrian/ bicycle
o) Special issues or unique project elements

iv. Factors Affecting Project Development and Schedule
a) Survey requirements
b) Environmental requirements and certification
- Archaeological requirements

- Historic preservation requirements (include the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO)
- Hazardous materials investigations
- Right-of-way (ROW) considerations and certification
- Utility relocations and/or hookups and utility certification
- Outside agency involvement and coordination
- Railroad facilities and certification
- ITS facilities and certification

b. Conceptual Design
Contractor shall inquire with the Director of Public Works to determine whether an Early Neighborhood Notification ("ENN") Meeting will be held for the project. If an ENN is to be held, Contractor shall develop a conceptual design based on the Project Scoping Report, and may be directed to present the conceptual design to the Public via the ENN Meeting described below. Conceptual design can be simply a series of sketches, ideas and explorations, or it can go to considerable depth, including design illustrations, indicative plans, sections and elevations and 3D models of a development approach.

c. ENN Meeting
An ENN is required for certain types of city capital improvement projects requiring review by the governing body as follows:

i. Facility plans for municipal facilities or services, including wastewater, solid waste, potable water and airport facilities.
ii. New projects or projects to expand or extend service to new service areas included in the capital improvement plan or general plan.
iii. Any new road construction or reconstruction of an existing road that materially expands capacity.
iv. Projects funded out of capital impact fee funds.
v. Any new park or reconstruction or expansion of an existing park that exceeds one acre in size or one hundred and fifty thousand dollars ($150,000) in cost.
vi. Construction of a new building or structure at a park or placement of new lighting at a park that exceeds one hundred and fifty thousand dollars ($150,000) in cost.

See APPENDIX A for the ENN Requirements.

b. Phase II – Preliminary Design (30% Design)

Preliminary design defines the general project location and design concepts. It includes, but is not limited to, preliminary engineering and other activities and analyses, such as environmental assessments, topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of the types and quantities of materials, and other work needed to establish parameters for the final design. Preliminary design should focus on establishing the horizontal and vertical alignments, typical section, and drainage and structural needs to a level sufficient to establish the project footprint.

Contractor shall develop a preliminary design to the standard of the NMDOT for a 30% level of completion.

1. Phase 2 Activities

The following activities should be initiated, if applicable, or required by the Scoping Report:

i. Complete Drainage Report
ii. Development of typical sections, grading plans, geometric alignments
iii. Bridge type/size/location studies, temporary structure requirements, staged bridge construction requirements
iv. Structural design, retaining wall design, noise wall design
v. Guardrail length/layout
vi. Existing property lines
vii. Title and deed research
viii. Soil borings
ix. Cross sections with flow line elevations
x. Ditch designs
xi. Intersection design/configuration
xii. Interchange design/configurations
xiii. Pavement design
xiv. Storm/sanitary sewer design
xv. Culvert design, identification of removal items
xvi. Quantity estimates
xvii. Pavement details/elevation tables
xviii. Preliminary traffic control plans to be maintained during construction
xix. Coordinate railroad impacts
xx. Coordinate ITS impacts and improvements
xxi. Identify utility owners, records research, and begin utility coordination for Subsurface Utility Engineering (SUE)
xxii. Continue documentation for environmental, cultural resource, and hazardous materials investigations, and obtain approvals
xxiii. Hold ENN meeting (APPENDIX A)

If additional right-of-way is needed, the following additional activities need to occur in order during Preliminary Design.

i. Complete property survey
ii. Based on the project footprint, cultural and biological resource impacts are identified and plans for avoidance or mitigation are prepared.
iii. If there are right-of-way impacts, the PE will schedule a meeting with the NMDOT's Right of Way Bureau and the Tribal/Local Public Agency Coordinator of North Region Design.
iv. Begin Title Search and Title Reports

2. Phase 2 Deliverables

Typically, preliminary design would require a final geotechnical report, a final drainage report, utility location and mapping, right-of-way design and legal descriptions, roadway plan and profiles, bridge and structure types and criteria, plan and profile sheets, a preliminary traffic control plan, a National Pollution Discharge Elimination System (NPDES) permit, and an engineer's construction cost estimate.

The PE shall use the NMDOT format for plan sets with standard information to be completed to a level consistent with the design stage. For NMDOT series sheets standards please refer to the "Tribal/Local Public Agency Handbook", 2019 or most current edition.

c. Phase III – Grade and Drain (60% Design)

The engineer shall address all comments on the 30% complete Preliminary Design by City Staff, including but not limited to Complete Streets, Parks and Open Spaces, Land Use, Public Utilities, and SFMPO, as well as comments by the Bicycle and Pedestrian Advisory Committee and comments from the NMDOT review meeting. All of the components in the 30% Preliminary Design phase are further developed and designed to a greater level of detail.

1. Phase III Activities
   - i. Design drainage improvements
   - ii. Finalize project footprint
   - iii. Complete quantity schedules (if not included in the preliminary plans) and ensure they reflect computed design quantities
   - iv. Prepare and submit design variance and/or exceptions (if applicable)
   - v. Continue with environmental approvals
   - vi. Continue right-of-way process
   - vii. Develop preliminary traffic control plans including a suggested sequence of construction.
   - viii. Submit engineer's estimate
   - ix. Prepare and submit draft contract book, including specifications, special provisions and Notice to Contractor (NTC)
   - x. Incorporate ITS sheets, if necessary
   - xi. Incorporate rail design or mitigation and coordinate rail agreements and special provisions, as required
   - xii. Submit all Public Interest Findings (PIF) requests, if applicable
   - xiii. Coordinate the Storm Water Pollution Prevention Plan (SWPPP) sheets and Temporary Erosion and Sediment Control Plan (TESCP) sheets with the City's River and Watershed Manager (if the project's disturbed area is greater than one acre)
   - xiv. Begin Utility Relocation documentation (if applicable) for utility certification

2. Phase III Deliverables
   Submit to the City's Project Manager the 60% design plan set for review at least 2 weeks in advance of review meeting.

d. Phase 1V - Plan-in-Hand (90% Design)

Comments from the 60% Design review meeting and Constructability Review, when applicable, are incorporated during the 90% Design phase. At 90% Design, the plans, quantities, and engineer's estimate should be nearly complete. Only minor design changes should be occurring at (or after) this design phase. During the 90% Design phase, construction phasing layouts and construction signing, and striping plans are finalized, and project

certification requests are completed and requested from NMDOT's North Region Design Coordinator or T/LPA Coordinator.

1. Phase IV Activities
   i. Finalize plans
   ii. Finalize right-of-way coordination/certification
   iii. Finalize utilities coordination/certification
   iv. Finalize ITS coordination/certification
   v. Finalize railroad coordination/certification
   vi. Finalize environmental certification
   vii. Complete work zone checklist
   viii. Start plans, specifications, and estimates (PS&E) checklist
   ix. Finalize project cost estimate, including testing, construction management, and utility relocation when applicable
   x. Request Disadvantaged Business Enterprise Program (DBE) goal from the Region Coordinator, if applicable
   xi. Finalize project specifications and contract book, including all federal requirements
   xii. If project-specific special provisions are required, those must be submitted to the NMDOT's North Region Design Coordinator or T/LPA Coordinator for review and approval
   xiii. If project-specific Notice to Contractors (NTCs) are required, those must be submitted to the NMDOT's North Region Design Coordinator or T/LPA Coordinator for review and approval

2. Phase IV Deliverables
   The 90% design plans shall include as appropriate: cover sheet, title sheet, typical roadway sections, quantity sheets, general notes, SWPPP Information sheet, TESCP sheets, plan and profile sheets, roadway, trail, interchange and intersection plans, structure placement sheets, special details, bridge plans and foundation recommendations, traffic control and detour plans, permanent signing and striping, signalization, lighting plans, grading plans, earthwork computations, landscape details and/or plans, incorporation of standard plans and those prepared by others, final detail estimate and proposal, supplemental specifications, notice to contractors, and special provisions as required and all other plans/specifications as may be required.

   The 90% design plan set shall further include five (5) required NMDOT certifications. Environmental, ROW, Utility, Railroad, and Intelligent Transportation System (ITS) certifications must be submitted to City's Project Administrator at least two (2) weeks prior the review meeting.

e. Phase V - Plans, Specifications, and Estimate (PS&E)

The PS&E phase incorporates the comments from the 90% Design review meeting and finalizes the plans, quantities, and engineer's estimate. The contract book and specifications are complete, and all certifications are obtained prior to holding the PS&E review.

1. PS&E Deliverables

a. PS&E package (to be submitted to City Project Administrator at least one week before NMDOT's annual deadline of June 1st)
   i. 100% construction plans
   ii. Engineer's opinion of probable cost
   iii. Contract book
   iv. Environmental clearance and certification documentation
   v. SHPO's concurrence
   vi. Right-of-way certification documentation
   vii. Utility certification documentation
   viii. ITS certification documentation
   ix. Railroad certification documentation
   x. Work zone checklist
   xi. All other applicable maintenance agreements
   xii. PS&E checklist
   xiii. Approved Public Interest Findings (PIFs) and/or variances if applicable

b. Project Production Package (to be submitted to City Project Administrator at least one week before NMDOT's annual deadline of June 15th)
   i. Stamped and sealed construction plans
   ii. Engineer's opinion of probable cost (including Construction Management if using federal funding to cover these expenses and utility relocation when applicable)
   iii. Contract book (may leave out wage decisions until ready to bid because they can change over time)
   iv. Environmental clearance and certification documentation, including signed environmental commitments sheet in the construction plans
   v. SHPO's or THPO's concurrence
   vi. Right-of-way certification documentation
   vii. Utility certification documentation
   viii. ITS certification documentation
   ix. Railroad certification documentation
   x. Work zone checklist
   xi. All other applicable maintenance agreements
   xii. Signed PS&E checklist
   xiii. Approved PIFs and/or variances if applicable

f. Phase VI - Construction Engineering and Management Services

Construction Engineering and Management Services begins when the City advertises, bids and awards the project.

Upon request, the PE shall review bids and/or offers and provide an opinion to the City's Central Purchasing Office as to whether the bids and/or offers fully address the Invitation to Bid and/or Request for Proposals, and shall recommend selection of a bidder or offeror with written justification for that recommendation.

When a contract is awarded by the City in relation to the project, the PE shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

1. Hold Transition Meeting with City Project Administrator and NMDOT/FHWA Staff to discuss the required project documentation, format for submittals, and procedures to be used to ensure adequate management of a federally-funded construction project.
2. Hold Preconstruction Conference.
3. Duties during construction:
    i. Daily documentation and maintain a project management diary
    ii. Verify all construction activities and documentation meet NMDOT and federal standards and policies
    iii. Supervise activities for government and third-party inspectors and office personnel
    iv. Administer change orders in compliance with the change order provisions stated in the Tribal/Local Public Agency Handbook (current edition).
    v. Coordinate all project activities
    vi. Maintain public relations
    vii. Address all problems and/or concerns related to project designs and plans.
    viii. Approve all project documentation and submittals (including source books, certificates of compliance, NPDES permits, payrolls, subcontracts, traffic control diary, quality control plan, and testing reports).
    ix. Enforce contractor's compliance with contract requirements (i.e., Buy America, Disadvantaged Business Enterprise (DBE), EEO, traffic control/safety, etc.)
    x. Administer monthly progress payments
    xi. Reject defective and/or non-compliant material and workmanship, in accordance with the contract
    xii. Interpret the plans and specifications
    xiii. Verify construction activities meet contractor schedule
    xiv. Designate a person familiar with Storm Water Pollution (SWPP) Plan Preparation and Maintenance to review the work of contractors and provide an opinion on compliance to the Public Works Director, when applicable. In order to be considered "familiar," that person would need to have attended the Associated Contractors of New Mexico (ACNM) class "Storm Water Qualified Person" or equivalent.
    xv. Approve the contractor's Quality Control Plan per Section 902, Quality Control, of the NMDOT Standard Specifications at least two weeks prior to the start of any work being performed that requires QC testing for acceptance. Once the Quality Control Plan is approved, PE shall verify that it is on file.
    xvi. Review and approve any proposed changes to the traffic control plan at least two weeks prior to implementation. Ensure the revisions have been designed in accordance with 23 CFR § 630 Subpart J – Work Zone Safety and Mobility and 23 CFR § 630 Subpart K – Temporary Traffic Control Devices and are stamped by a current New Mexico Licensed Professional Engineer. If any part of the revised traffic control will be located on an NMDOT roadway, concurrence from the District Traffic Engineer is required prior to approval by the City project manager. Unapproved changes shall not be allowed in the field.

xvii. Ensure proper B2Gnow and LCPtracker reporting.
xviii. Review and approve progress payments.
xix. Prepare for Project Closure and Final Inspection.

4. Duties after construction

Prepare and submit the Final Package to NMDOT.

In all cases where the PE is responsible for acceptance of a deliverable, payment of invoices remains subject to acceptance by city staff pursuant to Section 3(D) above.

2. Standard of Performance; Licenses

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

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per Task Order, such compensation not to exceed five million dollars ($5,000,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling four hundred nine thousand three hundred seventy-five dollars ($409,375) 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 five million four hundred nine thousand three hundred seventy-five dollars ($5,409,375). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. 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.)

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

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

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

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations) in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to

Paragraph 6, “Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Entire Agreement.

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

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **RFP #24001 On-Call General Engineering Services for Roadway, Trail, Bridge, Drainage, Facility, Utility and Traffic Design** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

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

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

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

23. Records and Financial Audit

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

24. Indemnification

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

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

To the Contractor: Jonathan Peña, PE, Albuquerque Operations Manager, WHPacific, Inc., 6501 Americas Parkway NE Suite 400, Albuquerque, NM 87110, Jonathan.Pena@nv5.com.

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City,

and the Contractor consents to the City ’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City’s rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

Alan Webber (Aug 19, 2024 17:04 MDT)

ALAN WEBBER, CITY MAYOR

DATE: Aug 19, 2024

CONTRACTOR:
WHPacific, Inc

Jonathan Pena
Jonathan Pena (Jul 8, 2024 10:42 MDT)

JONATHAN PEÑA, PE
ALBUQUERQUE OPERATIONS MANAGER

DATE: Jul 8, 2024

CRS#: 03-122525-00-0

Registration #: 17632

ATTEST:

GERALYN CARDENAS
INTERIM CITY CLERK xrv

GB MTG 08/14/2024

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 18, 2024 08:12 MDT)

MARCOS MARTINEZ
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

APPENDIX A

EARLY NEIGHBORHOOD NOTIFICATION

Early Neighborhood Notification (ENN) Applicability to City Capital Improvement Projects

ENN is required for certain types of *city capital improvement* projects requiring review by the *governing body* as follows:

(i) facility plans for municipal facilities or services, including wastewater, solid waste, potable water and airport facilities;

(ii) new projects or projects to expand or extend service to new service areas included in the *capital improvement plan* or *general plan* ;

(iii) any new road construction or reconstruction of an existing road that materially expands capacity; and

(iv) projects funded out of capital impact fee funds.

(v) any new park or reconstruction or expansion of an existing park that exceeds one acre in size or one hundred and fifty thousand dollars ($150,000) in cost; construction of a new building or structure at a park or placement of new lighting at a park that exceeds one hundred and fifty thousand dollars ($150,000) in cost.

The following types of *capital improvement* projects do not require ENN:

(i) *replacement* , repair or maintenance of underground facilities where such activity does not represent a material expansion of existing facilities;

(ii) road maintenance, repair, surfacing or resurfacing, striping, curb and gutter or sidewalk repair or maintenance, *sign* maintenance, signal repair, shoulder work, bridge or culvert maintenance work; and

(iii) special assessment districts covered by *state* law or *city* ordinance.

Summary Notices to Meet ENN Guidelines (not all of the agencies may be needed for every project):

20 days in advance:
Project Consultants submit to City Project Administrator Meeting Notice Letter for review and Approval.

15 days in advance:
City Project Administrator
Email: to Santa Fe City Council members and the mayor, Santa Fe MPO staff, City of Santa Fe Parks and Recreation Department, BPAC members, City of Santa Fe Land Use Department, interested individuals, neighboring condominium / apartment associations and neighborhood associations

City PrimeGov: Post notice of ENN meeting on PrimeGov

Social Media: City's Facebook – Coordinate with Community Engagement Department's Communications Manager (505) 469-0946

Project Consultants

Mail: Meeting notice (first class mail) to property owners and physical addresses within 300' of project boundary and neighborhood associations within 300' of project boundary

Posters: At least (1) (preferably 2, but subject to availability) 4'x5' City of Santa Fe Notification Board

Newspaper: Display advertisement in a local daily newspaper of general circulation stating the date, time and place of the public hearing

City Project Administrator

Contacts:

OPTIONAL: One week in advance:
Email: to Santa Fe City Council members and mayor, Santa Fe MPO staff, City of Santa Fe Parks and Recreation Department, BTAC members, City of Santa Fe Land Use Department, interested individuals, neighboring condominium or apartment associations and neighborhood associations

OPTIONAL: One day in advance:
Email: to Santa Fe City Council members and mayor, Santa Fe MPO staff, City of Santa Fe Parks and Recreation Department, BTAC members, City of Santa Fe land Use Department, interested individuals, neighboring condominium or apartment associations and neighborhood associations

Additional References

Section 14-3.1(F) of the Santa Fe City Code for a complete representation of all regulations pertaining to Early Neighborhood Notification

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1491108	WHPacific, Inc. NV5 Global, Inc., NV5, Inc. 200 South Park Road, Su Hollywood, FL 33021	INSURER A : Hartford Fire Insurance Company	19682
		INSURER B : Navigators Specialty Insurance Company	36056
		INSURER C : Twin City Fire Insurance Company	29459
		INSURER D : Everest Indemnity Insurance Company	10851
		INSURER E : National Fire and Marine Insurance Co	20079
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 17538462 **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:	N	N	21 CSE S88600	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	21 CSE S88601	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ $0	N	N	GA24EXRZ0DWT51C	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	22 WE BE9P58	5/1/2024	5/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E A	Excess Liab Prof/Poll Liab Bus Per Prop	N	N	XC3EX00564-241 42-EPP-321328-03 22 UUN AF9909	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	Ea. Claim/Agg. $10M/$10M Ea. Claim/Agg. $10M/$20M Limit $20,415,609	

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

Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). Professional Liability - Claims made form, defense costs included within limit.

CERTIFICATE HOLDER

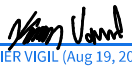
17538462
City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

Signature: 
XAVIER VIGIL (Aug 19, 2024 16:42 MDT)

Email: xivigil@santafenm.gov

Item# 24-0505
Munis Contract#3250010
RFP# 24001

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 24-0505

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 19, 2024 (the "Agreement"), between the City of Santa Fe (the "City") and NV5, Inc. formerly known as WHPacific, 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. Per the attached Exhibit A – *Agreement and Plan of Merger*, an Agreement of Merger has been entered into between NV5, Inc., a California corporation with California Entity Number 1015797 (the "Acquiror") and WHPacific, Inc., an Alaska corporation (herein "Merging Corporation") with Alaska Entity No. 97747 and with California Foreign Entity No. 3284233.

B. The Merger has become effective on December 28, 2024 (the "Effective Time").

C. The Merger has the effects set forth in the Corporations Code, including without limitation the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities, powers and franchises of the Corporation, and (ii) all debts, liabilities, obligations and duties of the Corporation shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

D. Pursuant to Article 14 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. Contractor

"Contractor" as defined on page 1 of the original Agreement shall henceforth refer to NV5, Inc., in every instance.

2. NOTICES.

Article 28 of the Agreement, Notice to the Contractor is hereby amended as follows:

To the Contractor: Jonathan Peña, PE, Operations Manager, NV5, Inc., 6501 Americas Parkway NE Suite 400, Albuquerque, NM 87110, Jonathan.Pena@nv5.com.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Jonathan Pena
Jonathan Pena (Jan 30, 2025 17:45 MST)
JONATHAN PEÑA, PE
OPERATIONS MANAGER

DATE: Jan 30, 2025

NMBTIN 03-32665400-9

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 30, 2025 23:41 MST)
KEVIN NAULT
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement of Merger is entered into between NV5, Inc., a California corporation, with California Entity Number 1015797 (the "**Acquiror**"), and WHPacific, Inc., an Alaska corporation (herein "**Merging Corporation**") (the "**Corporation**"), with Alaska Entity Number 97747 and with California Foreign Entity No. 3284233.

For Office Use Only
-FILED-
File No.: BA20242247573
Date Filed: 12/20/2024

WHEREAS, the respective Boards of Directors of the Acquiror and the Corporation have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair lo, and in the best interests of, such corporation and its stockholders: and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Corporation, in accordance with the California Corporations Code (the "**Corporations Code**"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "**Merger**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Corporations Code, the Corporation shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time. The separate corporate existence of the Corporation shall cease, and the Acquiror shall continue as the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement.

2. **Effective Time.**

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "**Certificate of Merger**") complying with Section of the Corporations Code with the Secretary of State of the State of California with respect to the Merger. The Merger shall become effective on December 28, 2024 (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the Corporations Code, including without limitation the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities, powers and franchises of the Corporation shall vest in the Acquiror, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Corporation shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. **Organizational Documents.** The by-laws of the Acquiror in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the Corporations Code, and the certificate of incorporation of the Acquiror in effect at the Effective Time, as amended pursuant to the Certificate of Merger, shall be the certificate of

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incorporation of the Surviving Corporation until thereafter amended as provided therein or by the Corporations Code.

4. **Directors and Officers.** The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are chilly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the Corporations Code.

5. **Conversion of Securities.** At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Corporation or the holders of shares of capital stock of the Corporation:

(a) each share of common stock of the Corporation, (the "**Corporation Common Stock**"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable share of common stock, of the Surviving Corporation (the "**Surviving Corporation Common Stock**");

(b) each share of Corporation Common Stock that is owned by the Acquiror or the Corporation (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. **Stock Certificates.** Upon surrender by the stockholders of the Corporation of the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Time evidenced outstanding shares of Corporation Common Stock to Acquiror for cancellation, together with a duly executed letter of transmittal and such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more shares of Surviving Corporation Common Stock representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 5 after taking into account all shares of Corporation Common Stock then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive shares of Surviving Corporation Common Stock pursuant to Section 5, and until such surrender or exchange, no such shares of Surviving Corporation Common Stock shall be delivered to the holder of such outstanding Certificate in respect thereof.

7. **Entire Agreement.** This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

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8. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights. remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 12th day of December, 2024.

NV5, INC.

By: _____
Name: Dickerson C. Wright
Title: Chief Executive Officer

By: _____
Name: MaryJo O'Brien
Title: Secretary

WHPACIFIC, INC.

By: _____
Name: Dickerson C. Wright
Title: Executive Vice President

By: _____
Name: MaryJo O'Brien
Title: Secretary

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B3234-3418 12/20/2024 3:19 PM Received by California Secretary of State

OFFICERS' CERTIFICATE

OF APPROVAL OF

AGREEMENT OF MERGER

Dickerson Wright and MaryJo O'Brien certify that:

1. They are the Chief Executive Officer and the Secretary, respectively, of NV5, Inc., a California corporation with California Entity Number 1015797.

2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.

3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation.

4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 100.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Effective Date: December 28, 2024

Execution Date: December 12, 2024

Dickerson C. Wright
Chief Executive Officer

MaryJo O'Brien
Secretary

B3234-3419 12/20/2024 3:19 PM Received by California Secretary of State

OFFICERS' CERTIFICATE

OF APPROVAL OF

AGREEMENT OF MERGER

Dickerson Wright and MaryJo O'Brien certify that:

5. They are the Executive Vice President and the Secretary, respectively, of WHPacific, Inc., an Alaska corporation with Alaska Entity Number 97747 and California Foreign Entity No. 3284233.

6. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.

7. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation.

8. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 1000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Effective Date: December 28, 2024

Execution Date: December 12, 2024

Dickerson C. Wright
Executive Vice President

MaryJo O'Brien
Secretary

CITY OF SANTA FE

Date: January 11, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor FH

Via: Jesse Roach, Acting Public Utilities Director JR

Subject: On Call General Electrical Services Contract

Vendor Name: Alive Electric, Inc.

Munis Vendor Number: 8046

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of a Construction Contract in the total amount of $150,000.00 per year, excluding NMGRT, for On Call General Electrical Services for a term of four (4) years with Alive Electric, Inc., for a total of $600,000.00 over the contract term, excluding NMGRT.

1.Request for approval of a Budget Amendment Resolution (BAR) in the total amount of $649,125.00 from the Wastewater Enterprise Fund/Fund 500 to fund the contract over the four year term.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250311.

BACKGROUND AND SUMMARY:

The Paseo Real Wastewater Reclamation Facility utilizes many various types of rotating equipment and other electrically driven process equipment that need periodic preventative maintenance, repair, replacement, and/or expansion. This contract will assist in expediting this work by having a contract in place to provide this critical service. A total of three contracts will be awarded from this procurement.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

ITB 25034 was opened on October 15, 2024 and closed on November 14, 2024. Four bids were received and three contracts will be awarded.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 03/04/2025
CPO Comment/Exceptions: ITB 25034

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects - 5000375

Munis Object Name/Number: WIP Construction - 572970

Budget Officer / Designee: Andy Hopkins **Date:** 03/04/2025
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

IT Components included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ **Title:** _____ **Date**: _____
Comment/Exceptions: _____

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

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

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

ATTACHMENTS:

Procurement Document: ITB

Vendor's Bid

Construction Contract

Horizons declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Contract
Rate Sheet
BAR

Item #: _____
Munis Contract #: 3250311
ITB #: 25034

CITY OF SANTA FE

CONSTRUCTION CONTRACT
On-Call General Electrical Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Alive Electric, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

1. Scope of Work

A. The Contractor shall perform the following work:

The electrical services will be at the Paseo Real Wastewater Reclamation Facility and other remote sites within the collection system. The work shall include, but not be limited to, installation of new power and lighting circuits; new power services; new electrical devices, equipment, and lighting fixtures; electrical repairs, rewiring, panel and wiring upgrades, inspections of electrical components, repair or replacement of equipment or fixtures, maintaining control systems, lighting systems, and communication systems. The work shall also include the removal and disposal of existing power circuits, lighting fixtures and equipment, and the termination of associated circuits and services. Any related work required to accomplish the requested electrical work is included. Low voltage work could be included and any other related electrical work. The Contractor is required to provide licensed electrical services in a professional manner on every task order given.

The City shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the electrical work required for the project. The Contractor shall be responsible for verification of all existing conditions, measurements, and dimensions for estimating.

Maintenance service calls to the City's Wastewater Reclamation Facility shall be scheduled at the convenience of both parties.

The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. The Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits. Alive Electric, Inc. does not have an electrical engineer on staff. Stamped drawings can be subcontracted out, at an extra fee.

The City shall be able to utilize this On-Call Contract as needed and as funding is available.

The award of this Contract is without assurance of quantity or dollar amount of work to be performed.

Wage Rates:

All work covered by this contract shall be in accordance with applicable City and state laws and is subject to the

minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us The City will request a wage rate determination from the DWS for each project that is $60,000 or more.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The City may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

Other:
All work shall be in adherence to National Electrical Code (NEC), New Mexico Electrical Code (current adopted year), New Mexico Electrical Safety Code (current adopted year), New Mexico Administrative Code (NMAC), and Local Building Regulations including but not limited to the New Mexico Commercial Building Code (current adopted year), New Mexico Residential Building Code (current adopted year), Santa Fe Green Building Code, New Mexico Existing Building Code (current adopted year) for all projects. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

All work shall be in strict compliance with the city and state electrical codes.

Contractor shall be capable of providing all new or upgrades to the existing electrical service and systems, diagnostic services, perform trouble shooting services for the City, coordinate and supervise electrical services that may include renovations, upgrade, and improvement projects and to provide new electrical services. The Contractor shall prepare quotes for all costs and services needed to perform the work required, in compliance with the national and state electrical codes. The scope of an individual project may include equipment and fixtures whether attached or not to the building. It can include site and utility work. The utility work can include building power systems such as solar panels and geothermal systems. It may also include demolition and abatement projects. It can include security and other low voltage installations with related controls and equipment.

All material shall be new and of the highest quality available for the type of work being performed.

The City reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications.

The Contractor may add markups for the materials purchased.

The City reserves the right to procure specialty services directly from Statewide Price Agreements and other sources to provide to the awarded Contractor. Specialty services provided from Statewide Price Agreements and

other sources shall be coordinated by the Contractor.

The City reserves the right to obtain quotes from multiple vendors covered under this Contract and award a project to a contractor based on the quotes.

The City reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should the City feel it is in its best interest to provide these extraordinary security services (at the City's expense).

The City reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual.

Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Contract. Any employee of the Contractor found in violation of any law, while on the City's property, will be prosecuted.

Contractor:
No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), classified to cover the type of work to be performed. No contractor shall perform any work on a contract unless the Contractor has a valid Contractor's license issued by the CID to perform the type of work to be undertaken, as set forth in §60-13-12, NMSA 1978.

Safety is important and enforced by the Contractor on site and will be periodically inspected by the City's qualified safety personnel. The Contractor shall comply with all local, state, and federal laws governing safety, health, and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The City shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property of the City in connection with the performance of the work covered by this Contract.

Any work involving disconnect or switching of electrical service to a work area shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Contract. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

The Contractor shall agree to provide the required labor within 48 hours and respond within 12 hours for emergency situations.

The contractor's price shall include labor costs, permits, overhead, profit, insurance, equipment, tools, and any other fees required to successfully complete the work requested. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required. The Contractor shall be responsible

for all permits, fees, and State and/or City inspections associated with their work.

Replacement systems and related equipment shall meet current minimum “Energy Star” energy conservation standards.

Furnishing of submittal date for any/all new equipment and materials as well as O&M’s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City’s Project manager in charge of the project.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor’s work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications, and approved directives.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the City to not interfere with the daily operations of the City or to jeopardize the health, safety or welfare of the employees or general public conducting business with City.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. The City’s trash receptacles will not be used by the Contractor. Sanitary facilities will “not” be available at the job site. The contractor shall be responsible for the provision and maintenance of portable toilets.

B. The Contractor, daily, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, and surplus materials and shall then thoroughly clean the premises and the site to City 's satisfaction.

C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

D. Storage of materials and construction equipment shall be coordinated with the City.

All hazardous and non-hazardous constructions debris shall be removed from the work areas and disposed of at an approved waste disposal site.

Task Order:

The Contractor shall be required to provide On-Call Electrical Services for any number of the activities listed under Scope of Work upon the request of the City. When a service is identified, the City shall provide, at a minimum, a detailed scope of work and/or drawings defining the work required. Each project will be individually described in a “Task Order”. The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied, or the Work used/operated and is turned over to City. Final completion is the date when the project is totally complete, the

punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Agreement will apply to all Task Orders.

Upon receiving the City's Task Order, the Contractor shall promptly visit the site and compare the scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) and cost summary to include the work to be performed and the amount of time required for the completion of the project and submit to the City at no cost to City. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. Failure to respond to the City's requests may be grounds for termination of this Contract.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The City's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

Change Orders:
Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the City. Preventative measures shall be taken by both the contractor and City prior to issuing the Notice to Proceed. Such measures may include clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins. Alive Electric, Inc. would have to sub-out soil boring/soil tests (at an additional cost), if applicable

Other Construction Related Terms and Conditions:

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/CONTRACT.

Permits and Fees:
A. IF APPLICABLE- The Contractor shall secure and pay for the Electrical Permit, and Governmental fees, licenses and inspections for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

A. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the City upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. The Contractor shall deliver a photocopy of the Electrical Permit to the Design Professional and the City as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the City's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the City.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues, and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

D. The Contractor shall prepare a daily report each day the Contractor or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. The City may request copies at any time. The reports may include:

1. report date and who prepared the report;
2. weather conditions – low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their number of workers, work location, total man hours that day for each company;
4. equipment – type, source, units of work done, location of work, hour meter reading;
5. material brought to site – description, units, quantity, quality, location, time;
6. visitors to site – name, company, time;
7. safety concerns – company, contact, noticed by, work activity, safety issue, requirement, outcome: and
8. quality assurance and control – company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the City a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

a. Work associated with Punch List(s);
b. testing, balance, or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. one hard copy and one electronic copy in .pdf format of final approved test, balance, or performance report(s) complete with directory of contents submitted to the City;
d. as-Built drawings delivered in AutoCAD or electronic format;

e. written certification signed by the City of delivery and stocking of extra material (if applicable), equipment or components required by the Purchase Order at a location established by the City;
f. delivery of all warranties required by the Work;
g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
h. completed Operations Liability insurance policy certificate, if applicable;
i. training of staff on all applicable building systems;
j. Not used
k. utility transfer to the City;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Materials and Parts:
Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the City for which the work was provided.

The City requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with the City's approval

2. **Compensation**
A. The total amount payable to the Contractor under this Contract, excluding gross receipts tax and expenses, shall not exceed one hundred fifty thousand dollars ($150,000) per fiscal year, for a total of six hundred thousand dollars ($600,000) excluding gross receipts tax and expenses for the four (4) year term of this Contract. The City shall pay the applicable gross receipts tax. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from the date of final signature**.

4. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

A. When a construction task order is approved in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the task order. 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. Approval of a task order shall be made pursuant to the Procurement Code in the following manner:

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

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

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more. Bonds, if required, to be furnished at an additional cost

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Change Orders

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

1) Deliverable requirements, as outlined in the Task Order;
2) Due date of any Deliverable, as outlined in the Task Order;
3) Compensation of any Deliverable, as outlined in the Task Order;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Task Order as described above, a Change Request shall be submitted that meets the following criteria:

1) The Contractor shall draft a written Change Request for review and approval by the Project 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; and request for a time extension (if required/applicable)
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The Project 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 Project Manager are final. Change Requests, once approved, become a part of the Task Order, and become binding as a part of the original Task Order.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

All terms and conditions of the **ITB #25034 – General Electrical Services,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Other Insurance

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

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

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

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

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

22. Records and Financial Audit

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

23. Indemnification

The contractor agrees to indemnify and hold harmless the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the contractor or its officers, employees or agents.

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

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

To the City:
Andrew Hardinge
73 Paseo Real
Santa Fe, NM 87507
aphardinge@santafenm.gov

To the Contractor:
Alive Electric, Inc.
April R. Montoya or Henry D. Sena
P. O. Box 23411
Santa Fe, NM 87502
april@aliveelectric.net; henry@aliveelectric.net

28. Authority

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

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. General and Special Provisions

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall

provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE: _____

CONTRACTOR:
Alive Electric, Inc.

April Montoya
April Montoya (Feb 11, 2025 14:20 MST)

Henry D. Sena, Pres. or
April R. Montoya, Vice Pres.

DATE: Feb 11, 2025

NMBTIN#: 03-139624-000

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 11, 2025 14:35 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Bidder Instructions:

Items - Bidders should not add or delete items.

Approx. Qty. - Quantities provides are estimates, only, and do not establish a definite quantity contract. Actual quantities purchased under a resulting agreement may vary. Bidders may not change the Approx. Qty.

UOM (Unit of Measure) - Bidders should not change the UOM. Any variation from the UOM identified may be provided in the Comments.

Article and Description - Bidder should not change Article and Description. Any clarification, explanation, brand name identification, etc. must be provided in

Unit Price - Bidders must provide pricing that conforms with the identified Unit Price.

Comments - Bidders may only provide comments to explain or clarify an item, identify a brand name, or provide information as specifically stated in the corresponding ITB document. Changes and additions to the items, including variations in pricing for an item, are not permitted. Any comments that do not conform to the requirements in the ITB or on this form will be disregarded, and will not be included in the resulting award, if bidder is awarded.

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under $60,000.00		
1	1	Hourly	Superintendent – Regular Hourly Rate	$	$ 85.00
2	1	Hourly	Superintendent – Overtime Hourly Rate	$	$ 127.50
3	1	Hourly	Journeyman or experienced worker – Regular Hourly Rate	$	$ 75.00
4	1	Hourly	Journeyman or experienced worker – Overtime Hourly Rate	$	$ 112.50
5	1	Hourly	Laborer – Regular Hourly Rate	$	$ 60.00
6	1	Hourly	Laborer – Overtime Hourly Rate	$	$ 90.00
			Wage Rates for Projects Over $60,000.00		
7	1	Hourly	Superintendent – Regular Hourly Rate	$	$ 100.00
8	1	Hourly	Superintendent – Overtime Hourly Rate	$	$ 150.00
9	1	Hourly	Journeyman or experienced worker – Regular Hourly Rate	$	$ 90.00
10	1	Hourly	Journeyman or experienced worker – Overtime Hourly Rate	$	$ 135.00
11	1	Hourly	Laborer – Regular Hourly Rate	$	$ 60.00
12	1	Hourly	Laborer – Overtime Hourly Rate	$	$ 90.00
			Other Rates		
13	1	Daily	Sanitary/toilet facilities, rental rates	$	$ 300.00
14	1	Rate/Mile	Travel Rate from the Contractors facility to the work site, pursuant to the New Mexico Per Diem and Mileage Act.	$	$ 0.70
15	1	Disc	Discount off parts	%	0%

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	2/11/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5000375	572970		$ 649,125	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 649,125	$ -

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

To transfer funds from WW enterprise cash fund to WIP Construction for ALIVE Electric, Inc. - ITB ON CALL

Please add vendor ALIVE when posting :)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(649,125)
TOTAL:	**(649,125)**

Linda MacAllister — Prepared By *{print name}* — 2/11/2025 Date

Division Director Signature *{optional}* — Feb 12, 2025 Date

Department Director Signature — Feb 13, 2025 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 — 03/04/2025 Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

HEERBRANDT, PAUL F.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Monday, March 6, 2023 1:46 PM
To: HEERBRANDT, PAUL F.
Cc: GUNTER, RAYMOND S.; Purchasing DET; CHAVEZ, JESSICA J.
Subject: RE: Determination Requested - On Call Electrical PUD

Fred:

Under NMSA 1978 13-1-52 I am making a determination of services. Based on NMSA 13-1-87 this falls in line with **"Service."** If the SOW should change, a new determination will be needed. As it has been determined that the totality of this project is more than $60K, an ITB or an RFP can be the formal solicitation method used. Please keep this as part of the procurement file for future reference.

Thank you.

Regards,

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

From: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>
Sent: Monday, March 6, 2023 8:25 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Subject: Determination Requested - On Call Electrical PUD

The Contractor shall perform the following work:

A. The contractor(s) shall provide professional and licensed electrical service, maintenance, and installation including but not limited to routine inspections, checking, cleaning, alignment, repair, troubleshooting, and adjustment of existing and future electrical and instrumentation systems until end of contract date.

1.) The location of these services shall include but is not limited to:
   a. Santa Fe Wastewater Treatment Facility and Remote Sites
   b. Canyon Road Water Treatment Facility and Remote Sites

c. Transmission and Distribution Main Office and Remote Sites

B. The contractor(s) shall provide the services outlined in Scope A to systems including but not limited to:

1.) Lighting
2.) Motors
3.) Controls
4.) Receptacles
5.) Conduit
6.) Panels

C. Such maintenance service shall include emergency calls. Parts shall be an additional cost to the city.
D. Contractor shall provide calibration sheets and job reports as it pertains to the work completed.
E. Maintenance service calls to the City's Wastewater Treatment Plant Facility shall be scheduled at the convenience of both parties.
F. Contractor shall furnish the City with a written report from contract after each service call.

3. **Compensation**

The four (4) year contract shall have a maximum total value of $400,000.00, with $100,000.00 allocated for each fiscal year, excluding NMGRT, beginning in FY 2023/2024. This contract will be utilized by the Public Utilities Department, with the following breakdown:
Amount Per Location

- Santa Fe Wastewater Treatment Facility: $80,000 Per Year
- Canyon Road Water Treatment Facility: $10,000 Per Year
- Transmission and Distribution Main Office: $10,000 Per Year

Raymond 'Scott' Gunter, CPO
Procurement Manager
Finance Department
Central Purchasing Office
City of Santa Fe
c. 505-469-8949
RSGunter@santafenm.gov

Client#: 1144104 ALIVEELE1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/12/2025

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

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

PRODUCER	CONTACT NAME: Isai Gomez	
USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: isai.gomez@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : James River Insurance Company	12203
INSURED Alive Electric Inc. PO Box 23411 Santa Fe, NM 87502	INSURER B : Builders Trust of New Mexico	99999
	INSURER C : United Financial Casualty Company	11770
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	001465151	08/02/2024	08/02/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	971982109	08/02/2024	08/02/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			001465261	08/02/2024	08/02/2025	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC1000066612025A	01/01/2025	01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile & Worker's (See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe Waste
Water/Purchasing
P.O. Box 909
Santa Fe, NM 87504-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Compensation policies provide a Waiver of Subrogation when required by written contract.

RE: Various Jobs and Projects

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All Operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

 © ISO Properties, Inc., 2004

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement.	All Operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

 © ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Where required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

 © Insurance Services Office, Inc., 2008

BUILDERS TRUST®
OF NEW MEXICO

WAIVER OF SUBROGATION

Insured Name: Alive Electric Inc.
Insured Policy Number: WC100-0006661-2025A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization
	Blanket Waiver of Subrogation

Date: 12/11/2024 Countersigned by Randy L. Akin

Agency Number: 2 – 4
Agency Name: USI Insurance Services LLC

(505) 345-3477 ■ 1-800-640-3369 ■ FAX (505) 344-7245
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 ■ P.O. BOX 91330 ALBUQUERQUE, NM 87199-1330
www.builderstrust.com

Signature: P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Feb 12, 2025 12:13 MST)

Email: pfheerbrandt@santafenm.gov

Services Offered to the City of Santa Fe (9.2023)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

City of Santa Fe, New Mexico

memo

Date: January 24, 2025

To: Public Works and Utilities Committee / Finance Committee

Via: Jesse D. Roach, Water Division Director

From: Jonathan M. Montoya, SOS Section Manager
Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request to Approval of Amendment No. 3 to Price Agreement #24-0657 with Sub Surface Contracting, Inc.to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $2,168,750.00 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: Sub Surface Contracting, Inc.

Vendor Number: 1921

ITEM AND ISSUE:

The Water Division requests approval of Amendment No. 3 to Price Agreement #24-0657 with Sub Surface Contracting, Inc.(Sub Surface) to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $2,168,751.00 including New Mexico Gross Receipt Tax (NMGRT) with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of Amendments No. 3 to Price Agreement #24-0657

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved ITB No. '21/37/B for $250,000.00 plus NMGRT per year.

Sub Surface is one of the primary Emergency Response contractors for maim breaks. Historically December to March is the season for most main breaks. Sub Surface will not be able to respond without additional funding provided in Contract Amendment #3. Water is requesting the addition of $542,187.50 to each Contractor for a new Total Contract Amount of $2,168,751.00 including NMGRT for Sub Surface.

This is a multi-contractor award ITB to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency Repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

ITB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:**_____
Comment/Exceptions:_____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202777 for Sub Surface

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

The funding source is:
Fund Name/Number: Water Enterprise Fund 505
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number:_____

Grant Manager / Accounting Officer Approval: _____ **Date:**_____
Comment/Exceptions:_____

Project Ledger #:_____

Budget Officer Approval: Andy Hopkins **Date:**_____
Comment/Exceptions:_____

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

☒Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

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

Please explain: Contract is used to repair main breaks and replace smaller sections of main.

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

Project Ledger #: _____

Anticipated length of project: To be determined

Asset Manager Approval: Josie Bolden, Controller 03-03-25 **Date:** _____
Comment/Exceptions: _____
Josie Bolden, Controller 03-03-25 (Mar 3, 2025 15:08 MST)

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

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

Department Contract Administrator Contact Info:

ATTACHMENTS:

cc:

Item#_____
Munis Contract# 3202777
Original Contract Item# 21-0378
CIP #: 3057

CITY OF SANTA FE
AMENDMENT No. 3 TO
PRICE AGREEMENT 21-0378

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PRICE AGREEMENT, dated July 28, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Sub Surface Contracting, 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 On-Call Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to add five hundred forty-two thousand one hundred eighty-seven dollars and fifty cents ($542,187.50), inclusive of New Mexico Gross Receipts Tax (NMGRT), so that Article 2, paragraph A reads in its entirety as follows:

> The City shall pay to the Contractor under this Agreement in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two million one hundred sixty-eight thousand, seven hundred and fifty one dollars and no cents ($2,168,751.00) including NMGRT for a total of four (4) years. 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.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
SUB SURFACE CONTRACTING, INC.

Jeremey Sanderson
_____
JEREMEY SANDERSON, VICE PRESIDENT

DATE: Feb 20, 2025

CRS# 0214256000

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 20, 2025 08:52 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2024

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

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : ACUITY, A Mutual Insurance Company 14184 INSURER B : Builders Trust of New Mexico INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		Z75944	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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		0692	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2024	7/1/2025	Ded: $500 / Limit:	200,000

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

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn: Stan Holland
73 Paseo Real
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a 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 or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *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, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) **CG-7277(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. 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.

2. This insurance does not apply to:

a. *Bodily injury* or *property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

3. 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:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION **CG-2001R(4-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Item# 24-0657
Munis Contract# 3202777
Original Contract Item#_21-0378
CIP # 3057

CITY OF SANTA FE
AMENDMENT No.2
TO
PRICE AGREEMENT# 21-0378

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PRICE AGREEMENT, dated July 28, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Sub Surface Contracting, 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 On-Call Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to add five hundred forty-two thousand one hundred eighty-seven dollars and fifty cents ($542,187.50), inclusive of New Mexico Gross Receipts Tax (NMGRT), so that Article 2, paragraph A reads in its entirety as follows:

> The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed one million dollars ($1,626,563.50) including NMGRT for a total of four (4) years. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million six hundred twenty-six thousand five hundred and sixty-three dollars and fifty**

cents ($1,626,563.50). 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.

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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 21, 2024 21:23 MST)

ALAN WEBBER, MAYOR

Date: Nov 21, 2024

CONTRACTOR:
SUB SURFACE CONTRACTING, INC.

JEREMY SANDERSON, VICE PRESIDENT

Date: 11/8/24

CRS # 02104256000

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 22, 2024 08:26 MST)

CITY CLERK

GB MTG 11/13/2024

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 8, 2024 13:10 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

	Sub Surface		
Bid Item	Article and Description	Unit	Unit Price
Construction Items			
5	2" PVC Water Main, cip, all lengths	LF	$ 30.00
10	4" PVC Water Main, cip, <100'	LF	$ 36.00
15	4" PVC Water Main, cip, >100'	LF	$ 34.00
20	6" PVC Water Main, cip, <100'	LF	$ 42.00
25	6" PVC Water Main, cip, >100'	LF	$ 39.00
30	8" PVC Water Main, cip, <100'	LF	$ 48.00
35	8" PVC Water Main, cip, >100'	LF	$ 45.50
40	10" PVC Water Main, cip, <100'	LF	$ 52.00
45	10" PVC Water Main, cip, >100'	LF	$ 49.00
50	12" PVC Water Main, cip, <100'	LF	$ 66.75
55	12" PVC Water Main, cip, >100'	LF	$ 64.50
60	14" PVC Water Main, cip	LF	$ 79.00
65	16" PVC Water Main, cip	LF	$ 97.00
70	24" PVC Water Main, cip	LF	$ 100.00
75	2" DI Water Main, cip, all lengths	LF	$ -
80	4" DI Water Main, cip, <100'	LF	$ 57.50
85	4" DI Water Main, cip, >100'	LF	$ 56.00
90	6" DI Water Main, cip, <100'	LF	$ 53.00
95	6" DI Water Main, cip, >100'	LF	$ 51.00
100	8" DI Water Main, cip, <100'	LF	$ 60.25
105	8" DI Water Main, cip, >100'	LF	$ 58.00
110	10" DI Water Main, cip, <100'	LF	$ 65.00
115	10" DI Water Main, cip, >100'	LF	$ 63.00
120	12" DI Water Main, cip, <100'	LF	$ 78.00
125	12" DI Water Main, cip, >100'	LF	$ 74.00
130	14" DI Water Main, cip	LF	$ 87.00
135	16" DI Water Main, cip	LF	$ 101.00
140	24" DI Water Main, cip	LF	$ 159.00
145	Extra Pay for Trench Depth, 6'-8'	LF	$ 8.00
150	Extra Pay for Trench Depth, 8'-10'	LF	$ 12.00
155	Extra Pay for Trench Depth, 10'-14'	LF	$ 30.00
160	Rock Excavation	CY	$ 220.00
165	Exploratory Excavation (as SDCW Approved)	CY	$ 65.00
170	Imported Backfill (as SDCW Approved)	CY	$ 24.00
175	Fitting Installation	LB	$ 4.00
180	Fitting Insertion	LB	$ 34.00
185	4" Retainer Ring/ Bolt on Flange	EA	$ 75.00
190	6" Retainer Ring/ Bolt on Flange	EA	$ 105.00
195	8" Retainer Ring/ Bolt on Flange	EA	$ 119.00
200	10" Retainer Ring/ Bolt on Flange	EA	$ 121.00
205	12" Retainer Ring/ Bolt on Flange	EA	$ 145.00
210	14" Retainer Ring/ Bolt on Flange	EA	$ 179.00
215	16" Retainer Ring/ Bolt on Flange	EA	$ 285.00
220	4"Joint Harness	EA	$ 96.00
225	6" Joint Harness	EA	$ 130.00
230	8" Joint Harness	EA	$ 155.00

235	10" Joint Harness	EA	$ 160.00
240	12" Joint Harness	EA	$ 200.00
245	14" Joint Harness	EA	$ 375.00
250	16" Joint Harness	EA	$ 455.00
255	Concrete Thrust Blocking (as SDCW Approved)	CY	$ 355.00
260	Tapping Sleeve w/ Tap, 4" X 4"	EA	$ 1,400.00
265	Tapping Sleeve w/ Tap, 6" X 4" - 6"	EA	$ 1,600.00
270	Tapping Sleeve w/ Tap, 8" X 4" - 8"	EA	$ 1,800.00
275	Tapping Sleeve w/ Tap, 10" X 4" - 10"	EA	$ 2,100.00
280	Tapping Sleeve w/ Tap, 12" X 4" - 12"	EA	$ 2,300.00
285	Tapping Sleeve w/Tap, 20" X 4" - 20"	EA	$ 4,200.00
290	Non-Pressurized Connections, 2" line	EA	$ 2,500.00
295	Non-Pressurized Connections, 4"-10" line	EA	$ 3,675.00
300	Non-Pressurized Connections, 12"-20" line	EA	$ 4,100.00
305	2" CL125 Gate Valves, cip.	EA	$ 975.00
310	4" CL125 Gate Valves, cip.	EA	$ 1,050.00
315	6" CL125 Gate Valves, cip.	EA	$ 1,300.00
320	8" CL125 Gate Valves, cip.	EA	$ 1,825.00
325	10" CL125 Gate Valves, cip.	EA	$ 2,335.00
330	12" CL125 Gate Valves, cip.	EA	$ 2,800.00
335	2" CL250 Gate Valves, cip.	EA	$ 945.00
340	4" CL250 Gate Valves, cip.	EA	$ 1,925.00
345	6" CL250 Gate Valves, cip.	EA	$ 2,050.00
350	8" CL250 Gate Valves, cip.	EA	$ 2,950.00
355	10" CL250 Gate Valves, cip.	EA	$ 4,200.00
360	12" CL250 Gate Valves, cip.	EA	$ 4,625.00
365	16" CL250 Gate Valves, cip.	EA	$ 7,100.00
370	20" CL250 Gate Valves, cip.	EA	$ 16,190.00
375	24" CL250 Gate Valves, cip.	EA	$ 23,250.00
380	12" CL250 Butterfly Valves, cip.	EA	$ 2,800.00
385	16" CL250 Butterfly Valves, cip.	EA	$ 4,850.00
390	20" CL250 Butterfly Valves, cip.	EA	$ 6,700.00
395	24" CL250 Butterfly Valves, cip.	EA	$ 9,325.00
400	Fire Hydrant, 5' or less bury, cip.	EA	$ 3,125.00
405	Fire Hydrant Extension, 6" or 12" length	EA	$ 840.00
410	Fire Hydrant Extension, 18" or 24" length	EA	$ 1,225.00
415	Fire Hydrant Remove & Relay	EA	$ 800.00
420	Fire Hydrant Remove & Return	EA	$ 575.00
425	2 1/4" Flush Hydrant	EA	$ 1,565.00
430	2" Blow-Off Valve Installation	EA	$ 1,340.00
435	2" Pressure Relief Valve, cip.	EA	$ 6,830.00
440	3" Pressure Relief Valve, cip.	EA	$ 7,075.00
445	4" Pressure Relief Valve, cip.	EA	$ 8,195.00
450	6" Pressure Relief Valve, cip.	EA	$ 10,950.00
455	8" Pressure Relief Valve, cip.	EA	$ 15,525.00
460	12" Pressure Relief Valve, cip.	EA	$ 29,725.00
465	Air & Vacuum Release Valve, 1"	EA	$ 2,950.00
470	Air & Vacuum Release Valve, 2"	EA	$ 4,140.00
475	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	EA	$ 450.00
480	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	EA	$ 550.00

485	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	EA	$	750.00
490	Metered 2” Bypass – Vault Installation	EA	$	3,185.00
495	Valve Box, cip.	EA	$	825.00
500	Valve Box Replacement	EA	$	975.00
505	Valve Box Removal of Existing	EA	$	450.00
510	Valve Box Adjustment	EA	$	625.00
515	Valve Stem Extension, 0’-4’ Depth	EA	$	250.00
520	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	VF	$	4,000.00
525	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	VF	$	5,150.00
530	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	VF	$	6,200.00
535	Cast-In-Place RCP Vault w/ Lid	CY	$	12,500.00
540	Prefabricated Vault, 4' X 8'	EA	$	8,995.00
545	Native Seeding	ACRE	$	2,275.00
550	Bollards (pair)	EA	$	1,200.00
555	4" Steel Casing	LF	$	95.00
560	4" PVC Casing	LF	$	85.00
565	14" Steel Casing	LF	$	225.00
570	16" Steel Casing	LF	$	240.00
575	18" Steel Casing	LF	$	275.00
580	22" Steel Casing	LF	$	330.00
585	26" Steel Casing	LF	$	400.00
590	28" Steel Casing	LF	$	475.00
595	30" Steel Casing	LF	$	425.00
600	36" Steel Casing	LF	$	460.00
605	Bore & Jack Casing Pipe	DIA-IN- LF	$	28.00
610	Open Cut Casing Pipe Installation, < 6' Deep	LF	$	39.00
615	Asphalt Pavement Removal & Disposal, <2”	SY	$	65.00
620	Asphalt Pavement Removal & Disposal, 2”-6”	SY	$	65.00
625	Concrete Pavement Removal & Disposal, <2”	SY	$	95.00
630	Concrete Pavement Removal & Disposal, 2”-6”	SY	$	110.00
635	Concrete Curb and Gutter Removal & Disposal	LF	$	29.00
640	Concrete Sidewalk Removal & Disposal	SY	$	30.00
645	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	SY	$	75.00
650	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	SY	$	75.00
655	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	SY	$	265.00
660	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	SY	$	265.00
665	Replace City Street Pavement with Temporary Cold Mix	SY	$	105.00
670	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	SY	$	75.00
675	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	SY	$	75.00
680	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	SY	$	265.00
685	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	SY	$	265.00
690	Replace Non-City Street Pavement with Temporary Cold Mix	SY	$	105.00

695	Replace Concrete Pavement	SY	$ 290.00
700	Replace Concrete Curb & Gutter	LF	$ 45.00
705	Replace Concrete Sidewalk	SY	$ 190.00
710	Replace Gravel Surface, 0”-2”	CY	$ 55.00
715	Replace Gravel Surface, 2”-4”	CY	$ 65.00
720	Base course/Gravel (crushed or landscape), 0’-3”	SY	$ 35.00
725	Base course/Gravel (crushed or landscape), 3”-6”	SY	$ 45.00
730	Service, 3/4" Single, New Main	EA	$ 1,650.00
735	Service, 3/4" Double, New Main	EA	$ 1,975.00
740	Service, 1", New Main	EA	$ 1,825.00
745	Service, 1 1/2", New Main	EA	$ 3,590.00
750	Service, 2", New Main	EA	$ 3,970.00
755	Service, 3/4" Single, Existing Main	EA	$ 1,650.00
760	Service, 3/4" Double, Existing Main	EA	$ 1,975.00
765	Service, 1", Existing Main	EA	$ 1,825.00
770	Service, 1 1/2", Existing Main	EA	$ 3,590.00
775	Service, 2", Existing Main	EA	$ 3,950.00
780	Service Replacement, 3/4"	EA	$ 1,850.00
785	Service Replacement, Double, 3/4"	EA	$ 2,100.00
790	Service Replacement, 1”	EA	$ 1,950.00
795	Service Replacement, 1 1/2"	EA	$ 3,750.00
800	Service Replacement, 2”	EA	$ 4,125.00
805	Meter Box Relocation/Replacement, 3/4"	EA	$ 1,200.00
810	Meter Box Relocation/Replacement, 1”	EA	$ 1,400.00
815	Meter Box Relocation/Replacement, 1-1/2"	EA	$ 1,600.00
820	Meter Box Relocation/Replacement, 2”	EA	$ 1,600.00
825	Service Transfer, 3/4"	EA	$ 625.00
830	Service Transfer, 1”	EA	$ 725.00
835	Service Transfer, 1 1/2"	EA	$ 825.00
840	Service Transfer at Main, 2”	EA	$ 850.00
845	Retire Existing Service at Main, 3/4"- 2"	EA	$ 725.00
850	Retire Existing Meter Box & Setting	EA	$ 525.00
855	Adjust Meter Box To Grade	EA	$ 450.00
860	Service Saddle, 3/4" Tap, 4"-12" Main	EA	$ 650.00
865	Service Saddle, 1" Tap, 4"-12" Main	EA	$ 775.00
870	Service Saddle, 1 1/2" Tap, 4"-12" Main	EA	$ 950.00
875	Service Saddle, 2" Tap, 4"-12" Main	EA	$ 1,075.00
880	Service Tubing, 3/4"	LF	$ 33.50
885	Service Tubing, 1”	LF	$ 36.25
890	Service Tubing, 1 1/2"	LF	$ 44.00
895	Service Tubing, 2”	LF	$ 53.00
900	Air and Vacuum Valve (individual)	EA	$ 2,350.00
905	Air and Vacuum Valves	GROUP OF 10	$ 21,250.00
910	Automatic Flushing Valve	EA	$ 6,235.00
915	Materials Mark-Up Over Invoice	%	$ 20,000.00
920	Traffic Control Mark-Up Over Invoice	%	$ 8,000.00
925	Street-Cut Permits	Allow.	$ 375.00
930	Project Signs	EA	$ 450.00
935	Archeological Required Delay (after 2 hrs.)	HR	$ 375.00

940	Archeological Required Mob/Demob	LS	$ 450.00
EMERGENCY REPAIR			
9000	Supervisor's Truck with tools	HR	$ 35.00
9100	Backhoe/Skid Steer	HR	$ 58.00
9200	Compressor with tools	HR	$ 55.00
9300	Dump Truck	HR	$ 60.00
9400	Pump	HR	$ 30.00
9500	Laborer	HR	$ 43.00
9600	Pipe Fitter	HR	$ 45.00
9700	Equipment Operator	HR	$ 58.00
9800	Foreman	HR	$ 70.00
9900	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	%	$ 5,000.00
9950	Materials Mark-Up Over Invoice (multiply $20,000 x your 5 for Item Price)	%	$ 20,000.00

Tax Rate: **8.1875%**

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

To: Public Works and Utilities Committee / Finance Committee / City Council

Via: John Dupuis, Public Utilities Department Director JD
Jesse D. Roach, Water Division Director JR

From: Bill Huey, Water Division Engineer BH

Subject: Request for Approval of Amendment No. 2 to Price Agreement #21-0378 with Sub Surface Contracting, Inc. to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $1,626,562.50 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: Sub Surface Contracting, Inc.

Vendor Number: 1921

Contract Number: 3202777

ITEM AND ISSUE:

The Public Utilities Department Water Division requests approval of Amendment No. 2 to Price Agreement #21-0378 with Sub Surface Contracting, Inc. (Sub Surface) to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $1,626,562.50 including New Mexico Gross Receipt Tax (NMGRT) with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov).

ACTION REQUESTED:

Approval of Amendment No. 2 to Price Agreement #21-0378

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved ITB No. '21/37/B for $250,000.00 plus NMGRT per year for each of the two contractors, Sub Surface and A.A.C. Construction LLC. Due to Supply Chain delays, $467,000.00 in orders from Sub Surface on the previous contract were delayed until after this contract was in effect and were paid under this contract. Current contract possible funding is limited to $29,713.52 without approval of Amendment #3.

This is a multi-contractor award ITB to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order

for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

ITB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** Nov 12, 2024
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202777
The FY25 Project ledger number for City Wide Construction is WTR2550504
$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Enterprise Fund 505
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: ALEXIS LOTERO (Nov 12, 2024 10:42 MST) **Date:** Nov 12, 2024
Comment/Exceptions: _____

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

☒Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

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

Please explain: Contract is used for water line main break emergency repairs and replacements.

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

Project Ledger #: _____

Anticipated length of project: To be determined

Asset Manager Approval: Lisa Storey (Nov 12, 2024 10:53 MST) **Date:** Nov 12, 2024
Comment/Exceptions: Nov 12, 2024

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

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

Department Contract Administrator Contact Info:

Gina Wolff
vawolff@santafenm.gov
505-955-4271

ATTACHMENTS:

Amendment No. 2
Budget Amendment Request (BAR)

cc:

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	10/29/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Cap Proj, WIP Construction	5050395	572970	WTR2550504	542,188	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 542,188	$ -

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

Please see attached Memo.

Contract (3202777) with Sub Surface Contracting Inc for city-wide water line emergency repairs and replacements

Amendment No. 2, Item No. 21-0378.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(542,188)
TOTAL:	(542,188)

Jonna Leigh Stack for Bill Huey — 10/29/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John Dupuis (Nov 1, 2024 10:29 MDT)
Department Director Signature, John Dupuis — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2024

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

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : ACUITY, A Mutual Insurance Company 14184 INSURER B : Builders Trust of New Mexico INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		Z75944	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Z75944	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			Z75944	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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		0692	1/1/2024	1/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2024	7/1/2025	Ded: $500 / Limit:	200,000

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

SEE ATTACHED ACORD 101

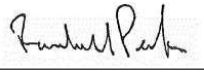
CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn: Stan Holland
73 Paseo Real
Santa Fe, NM 87507

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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AGENCY CUSTOMER ID: SUBSURF-01 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a 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 or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *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, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) **CG-7277(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. 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.

2. This insurance does not apply to:

a. *Bodily injury* or *property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

3. 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:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CITY OF SANTA FE
AMENDMENT No. 1 TO
PRICE AGREEMENT # 21-0378

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PRICE AGREEMENT, July 28, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Sub Surface Contracting Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to remove the per Fiscal Year Cap, so that Article 2, paragraph A reads in its entirety as follows:

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed one million dollars ($1,000,000) excluding gross receipts tax for a total of 4 years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eighty-four thousand three hundred seventy-five dollars ($84,375) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty-four thousand three hundred and seventy-six dollars ($1,084,376). 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.

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 Price Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 23, 2022

CONTRACTOR:
SUB SURFACE CONTRACTING.
NEAL KEIPER

NAME & TITLE

Date: 4-14-22

CRS# 02104256000
Registration #4691

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 05/11/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 11, 2022 08:11 MDT)

Apr 11, 2022

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Alexis Lotero
Alexis Lotero (May 22, 2022 21:51 MDT)

~~MARY MCCOY~~, FINANCE DIRECTOR
5050386.520200 AH
AH

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Sub Surface Contracting, Inc. 2) A.A.C. Construction, LLC.	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box 909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

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

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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

Assignment:

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

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

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

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

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

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

Taxes: The unit price shall exclude all state taxes.

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

the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.

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

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

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

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

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

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

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

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

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

ARTICLES

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City's Chief Procurement Officer, his/her designee or the Requesting Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

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

c. Invoices must be submitted to the City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination
The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement. Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the City's Chief procurement Officer or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City's Chief procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI – Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item# 21-0378
Munis Contract#_____

CITY OF SANTA FE

ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP # 3057

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**,hereinafter referred to as the "City," and **SUB SURFACE CONTRACTING, INC. AND A.A.C. CONSTRUCTION**, 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, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

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

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

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two hundred and fifty thousand dollars ($250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars ($21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars ($1,084,376.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. 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.)

E. The 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. Construction Contract Performance and Payment Bond.

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

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service – Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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.

14. Amendment.

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

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

15. Change Orders.

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

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

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

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

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

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

16. Merger.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

25. 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.

26. New Mexico Tort Claims Act

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

27. 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.

28. 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.

29. 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
Water Division
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Sub Surface Contracting Inc.
27A Paseo de River
Santa Fe, NM 87507

30. 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: Aug 4, 2021

CONTRACTOR:
SUB SURFACE CONTRACTING INC.

NAME

GENERAL MANAGER
TITLE

DATE: 6-17-2021

CRS# 02104256000
Registration # 46991

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 4, 2021 14:46 MDT)

KRISTINE BUSTOS MIHIELCIC, CITY CLERK
GB MTG 07/28/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 16:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970 AJH
Org. Name/Org#. AJH

WTR1950536

GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024

Interim Agreement Report 2024-11-12

Created:	2024-11-12
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAApjATGnLxq3NOmSG08YbSOyQhD_Zc_zuk

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-12 - 2:56:51 PM GMT- IP address: 97.182.23.177

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-11-12 - 2:59:45 PM GMT

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GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024

Final Audit Report 2024-11-12

Created:	2024-11-12
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhzi69-TfuhrCTZ5ZMtKTWKEN9Z-a9J0O

"GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-11-12 - 5:31:21 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
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Document e-signed by ALEXIS LOTERO (aclotero@santafenm.gov)
Signature Date: 2024-11-12 - 5:42:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
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Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico

memo

Date: February 24, 2025

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

Via: Jesse D. Roach, Water Division Director

From: Jonathan M. Montoya, SOS Section Manager
Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request to Amendment No. 1 to Price Agreement #21-0378 with A.A.C. Construction, LLC to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $1,626,562.50 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: A.A.C. Construction, LLC

Vendor Number: 7958

ITEM AND ISSUE:

The Water Division requests approval of Approval of Amendment No. 1 to Price Agreement #21-0378 with A.A.C. Construction, LLC (AAC) to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $1,626,562.50 including NMGRT with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval No. 2 to Price Agreement #21-0378

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved ITB No. '21/37/B for $250,000.00 plus NMGRT per year for each of the contractor. Contract Amendment #2 for A.A.C. Construction, LLC has been approved for $542,187.50 raising the Contract Amount to $1,626,563.50.

AAC is one of the primary Emergency Response contractors for maim breaks. Historically December to March is the season for most main breaks A.A.C. Construction, LLC will not be able to respond

without additional funding provided in Contract Amendment #1. Water is requesting addition of $542,187.50 to A.A.C. Construction, LLC for a new Total Contract Amount of $1,626,563.50 including NMGRT for AAC.

This is a multi-contractor award ITB to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency Repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

ITB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202778 for AAC

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

The funding source is:
Fund Name/Number: Water Enterprise Fund 505
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number*:* _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: Andy Hopkins **Date:** _____
Comment/Exceptions: _____

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

☒Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

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

Please explain: Contract is used to repair main breaks and replace smaller sections of main.

Capital Project:

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

Project Ledger #: _____

Anticipated length of project: To be determined _____

Asset Manager Approval: Josie Bolden _____ **Date:** _____
Comment/Exceptions: _____

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

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

Department Contract Administrator Contact Info:
Gina Wolff vawolff@santafenm.gov

ATTACHMENTS:

1. Amendment 1
2. COI
3. Original Contract

Item#_____
Munis Contract# 3202778
Original Contract Item# 21-0378
CIP #: 3057

CITY OF SANTA FE
AMENDMENT No. 1
TO ON CALL CITY-WIDE WATER UTILITY
CONSTRUCTION & REPAIR
PRICE AGREEMENT, #21-0378, CIP #3057

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, dated August 4, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and A.A.C. Construction, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide City-wide on-call construction services and repair for the Water Division of the City of Santa Fe.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to add five hundred, forty-two thousand, one hundred eighty-seven dollars and fifty cents ($542.187.50), inclusive of New Mexico Gross Receipts Tax (NMGRT), so that Article 2, paragraph A reads in its entirety as follows:

> The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed one million, six hundred twenty-six thousand, five hundred sixty-three dollars and fifty cents ($1,626,563.50) including NMGRT for a total of four (4) years. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million six hundred

twenty-six thousand five hundred and sixty-three dollars and fifty cents ($1,626,563.50). 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.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
A.A.C. Construction, LLC

Andrew Sisneros (Feb 6, 2025 15:33 MST)
Andrew Sisneros, President

DATE: Feb 6, 2025
CRS# 03-157349-00-5

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 6, 2025 15:38 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2025

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

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

PRODUCER	CONTACT NAME: Isai Gomez	
USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext): 602-374-1341	FAX (A/C, No):
	E-MAIL ADDRESS: isai.gomez@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Donegal Mutual Insurance Company	13692
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe, NM 87507	INSURER B : New Mexico Mutual Casualty Company	40627
	INSURER C : Admiral Insurance Company	24856
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPT9557153	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	1000111796	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CXL9557153	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	93890110	01/01/2025	01/01/2026	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 Liab w/ Pollution			EO000062689	04/17/2024	04/17/2025	$2,000,000 Each Claim $2,000,000 Aggregate $5,000 Ded	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

RE: Various Jobs and Projects

City of Santa Fe, New Mexico

memo

Date: June 16, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Jonathan M. Montoya, SOS Section Manager JM
Michael R. Moya, T&D Section Manager MM
Bill Huey, Water Division Engineer Associate BH

Via: Jesse D. Roach, Water Division Director JR
Shannon Jones, Public Utilities Department Director SJ

RE: Request to award bid number '21/37/B for the FY 20122 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC. ; Request approval of a BAR- Budget Increase in the amount of $542,188.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/37/B for the City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for $250,000.00 plus NMGRT to each Contractor, per Fiscal Year. The Water Division is asking approval of a Budget Increase for FY 2022 to fund both contracts for FY 2022

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. The contract is funded with $250,000 from Transmission and Distribution for work on their infrastructure and with $250,000 from Source of Supply for work on their infrastructure. Therefore, the initial Contract amount is limited to $500,000.00 plus New Mexico Gross Receipt Tax (NMGRT) per Fiscal Year.

This is was multi-contractor award ITB to set the applicable Bid Items for future work. Each Bid Amount exceeds funding for the contract and was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 3, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of $905,523.00 plus NMGRT was submitted by A.A.C. Construction, LLC. A second acceptable bid was submitted by Sub Surface Contracting, Inc. for $1,169,311.25. A summary of the bids is provided below:

Bidders	Total Bid without NMGRT	Bid Including Veterans preference without NMGRT
Engineer's Estimate	$699,249.70	
A.A.C. Construction, LLC	$905,523.00	
Sub Surface Contracting, Inc.	$1,169,311.25	$1,075,749.79

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202777
A.A.C Construction # 3202778.

FUNDING SOURCE:
The funding source is:
Water Enterprise Cash Balance/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to A.A.C Construction, LLC and Sub Surface Contracting, Inc. for the City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 under ITB No. '21/37/B for $250,000.00 + NMGRT per Contractor, per Fiscal Year.

- Approval of the BAR – Budget Increase in the amount of $542,188 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 July 6, 2021 meeting and to the Governing Body for their final consideration and approval at the July 14, 2021 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	6/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950536	542,188	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 542,188	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for City Wide Construction

Price Agreements Award of Bid 21/37/B to A.A.C Construction and Sub Surface for

FY 2022

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

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

Maya Martinez — 6/17/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Shannon Jones
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 (Jun 17, 2021 14:00 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Sub Surface Contracting, Inc. 2) A.A.C. Construction, LLC.	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box 909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

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

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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

Assignment:

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

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

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

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

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

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

Taxes: The unit price shall exclude all state taxes.

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

the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.

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

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

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

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

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

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

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

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

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

ARTICLES

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City's Chief Procurement Officer, his/her designee or the Requesting Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

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

c. Invoices must be submitted to the City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination
The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement. Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the City's Chief procurement Officer or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City's Chief procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI – Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item# 21-0378
Munis Contract#_____

CITY OF SANTA FE

ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP # 3057

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**,hereinafter referred to as the "City," and **SUB SURFACE CONTRACTING, INC. AND A.A.C. CONSTRUCTION**, 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, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

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

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

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two hundred and fifty thousand dollars ($250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars ($21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars ($1,084,376.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. 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.)

E. The 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. Construction Contract Performance and Payment Bond.

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

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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.

14. Amendment.

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

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

15. Change Orders.

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

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

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

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

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

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

16. Merger.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

25. 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.

26. New Mexico Tort Claims Act

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

27. 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.

28. 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.

29. 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
Water Division
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Sub Surface Contracting Inc.
27A Paseo de River
Santa Fe, NM 87507

30. 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: Aug 4, 2021

CONTRACTOR:
SUB SURFACE CONTRACTING INC.

NAME

GENERAL MANAGER
TITLE

DATE: 6-17-2021

CRS# ●2104256●00
Registration # 46991

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 4, 2021 14:46 MDT)

KRISTINE BUST●S MIHIELCIC, CITY CLERK
GB MTG 07/28/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 16:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5●50395.572970 AJH
Org. Name/Org#. AJH

WTR1950536

PRICE SHEETS

Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price
Construction Items					
5	35	LF	2" PVC Water Main , cip, all lengths	$30.00	$1,050.00
10	35	LF	4" PVC Water Main , cip, <100'	$36.00	$1,260.00
15	100	LF	4" PVC Water Main , cip, >100'	$34.00	$3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	$42.00	$2,100.00
25	150	LF	6" PVC Water Main, cip, <100'	$39.00	$5,850.00
30	75	LF	8" PVC Water Main , cip, <100'	$48.00	$3,600.00
35	200	LF	8" PVC Water Main , cip, >100'	$45.50	$9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	$52.00	$1,820.00
45	100	LF	10" PVC Water Main , cip, >100'	$49.00	$4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	$66.75	$3,337.50
55	150	LF	12" PVC Water Main , cip, >100'	$64.50	$9,675.00
60	50	LF	14" PVC Water Main , cip	$79.00	$3,950.00
65	50	LF	16" PVC Water Main , cip	$97.00	$4,850.00
70	50	LF	24" PVC Water Main, cip	$100.00	$5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	$0.00	$0.00
80	50	LF	4" DI Water Main, cip, <100'	$57.50	$2,875.00
85	100	LF	4" DI Water Main , cip, >100'	$56.00	$5,600.00
90	75	LF	6" DI Water Main, cip, <100'	$53.00	$3,975.00
95	250	LF	6" DI Water Main , cip, >100'	$51.00	$12,750.00
100	75	LF	8" DI Water Main , cip, <100'	$60.25	$4,518.75
105	250	LF	8" DI Water Main , cip, >100'	$58.00	$14,500.00
110	35	LF	10" DI Water Main, cip, <100'	$65.00	$2,275.00
115	100	LF	10" DI Water Main , cip, >100'	$63.00	$6,300.00
120	50	LF	12" DI Water Main , cip, <100'	$78.00	$3,900.00
125	100	LF	12" DI Water Main, cip, >100'	$74.00	$7,400.00
130	50	LF	14" DI Water Main , cip	$87.00	$4,350.00
135	50	LF	16" DI Water Main, cip	$101.00	$5,050.00
140	50	LF	24" DI Water Main , cip	$159.00	$7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	$8.00	$600.00
150	50	LF	Extra Pay for Trench Depth , 8'-10'	$12.00	$600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	$30.00	$750.00
160	20	CY	Rock Excavation	$220.00	$4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	$65.00	$19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	$24.00	$1,800.00
175	1000	LB	Fitting Installation	$4.00	$4,000.00
180	500	LB	Fitting Insertion	$34.00	$17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	$75.00	$1,875.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	$105.00	$5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	$119.00	$5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	$121.00	$2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	$145.00	$2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	$179.00	$3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	$285.00	$2,850.00
220	25	EA	4"Joint Harness	$96.00	$2,400.00

225	50	EA	6" Joint Ha rness	$130.00	$6,500.00
230	50	EA	8" Joint Harness	$155.00	$7,750.00
235	20	EA	IO" Joint Harness	$160.00	$3,200.00
240	20	EA	12" Jo int Harness	$200.00	$4,000.00
245	20	EA	14" Joint Harness	$375.00	$7,500.00
250	10	EA	16" Joint Harness	$455.00	$4,550.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	$355.00	$3,550.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	$1,400.00	$2,800.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	$1,600.00	$6,400.00
270	4	EA	Tapp ing Sleeve w/ Tap, 8" X 4" - 8"	$1,800.00	$7,200.00
275	2	EA	Tapp ing Sleeve w/ Tap, IO " X 4" - IO "	$2,100.00	$4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 1 2"	$2,300.00	$9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	$4,200.00	$4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	$2,500.00	$2,500.00
295	1	EA	Non-Preassurized Connections, 4"-10" line	$3,675.00	$3,675.00
300	1	EA	Non-Preassurized Connections, 12"-20" line	$4,100.00	$4,100.00
305	2	EA	2" CLI25 Gate Valves, cip.	$975.00	$1,950.00
310	2	EA	4" CLI25 Gate Valves, cip	$1,050.00	$2,100.00
315	5	EA	6" CLI25 Gate Valves, cip	$1,300.00	$6,500.00
320	5	EA	8" CLI25 Gate Va lves, cip.	$1,825.00	$9,125.00
325	1	EA	I O" CLI 25 Gate Valves, cip	$2,335.00	$2,335.00
330	2	EA	12" CLI25 Gate Va l ves, cip.	$2,800.00	$5,600.00
335	1	EA	2" CL250 Gate Va lves, cip.	$945.00	$945.00
340	1	EA	4" CL250 Gate Valves, cip	$1,925.00	$1,925.00
345	10	EA	6" CL250 Gate Valves, cip.	$2,050.00	$20,500.00
350	3	EA	8" CL250 Gate Va lves, cip.	$2,950.00	$8,850.00
355	1	EA	IO " CL250 Gate Va lves, cip.	$4,200.00	$4,200.00
360	1	EA	12" CL250 Gate Valves, cip,	$4,625.00	$4,625.00
365	1	EA	16" CL250 Gate Valves, cip.	$7,100.00	$7,100.00
370	1	EA	20" CL250 Gate Va lves, cip	$16,190.00	$16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	$23,250.00	$23,250.00
380	1	EA	1 2" CL250 Butterfly Valves , cip	$2,800.00	$2,800.00
385	1	EA	16" CL250 Butterfly Va lves, cip	$4,850.00	$4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip	$6,700.00	$6,700.00
395	1	EA	24" CL250 Butterfly Valves , cip.	$9,325.00	$9,325.00
400	5	EA	Fire Hydraut, 5' or less bury, cip.	$3,125.00	$15,625.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	$840.00	$1,680.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	$1,225.00	$1,225.00
415	1	EA	Fire Hydrant Remove & Relay	$800.00	$800.00
420	1	EA	Fire Hydrant Remove & Return	$575.00	$575.00
425	1	EA	2 1/4" Flush Hydrant	$1,565.00	$1,565.00
430	1	EA	2" Blow-Off Valve Installation	$1,340.00	$1,340.00
435	1	EA	2" Pressure Relief Va lve, cip	$6,830.00	$6,830.00
440	1	EA	3" Pressure Relief Valve , cip.	$7,075.00	$7,075.00
445	1	EA	4" Pressure Relief Valve, cip.	$8,195.00	$8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	$10,950.00	$10,950.00

455	1	EA	8" Pressure Relief Valve, cip.	$15,525.00	$15,525.00
460	1	EA	12" Pressure Relief Valve, cip.	$29,725.00	$29,725.00
465	1	EA	Air & Vacuum Release Valve, 1"	$2,950.00	$2,950.00
470	1	EA	Air & Vacuum Release Valve, 2"	$4,140.00	$4,140.00
475	1	EA	Install City of Santa Fe Furnished Valve/ Meter, 2" - 4"	$450.00	$450.00
480	1	EA	Install City of Santa Fe Furnished Valve/ Meter, 6" - 8"	$550.00	$550.00
485	1	EA	Install City of Santa Fe Furnished Valve/ Meter, 10" - 12"	$750.00	$750.00
490	1	EA	Metered 2" Bypass - Vault Installation	$3,185.00	$3,185.00
495	20	EA	Valve Box, cip	$825.00	$16,500.00
500	5	EA	Valve Box Replacement	$975.00	$4,875.00
505	5	EA	Valve Box Removal of Existing	$450.00	$2,250.00
510	3	EA	Valve Box Adjustment	$625.00	$1,875.00
515	1	EA	Valve Stem Extension, 0' -4' Depth	$250.00	$250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	$4,000.00	$16,000.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	$5,150.00	$41,200.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	$6,200.00	$49,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	$12,500.00	$87,500.00
540	1	EA	Prefabricated Vault, 4' X 8'	$8,995.00	$8,995.00
545	1	ACRE	Native Seeding	$2,275.00	$2,275.00
550	1	EA	Bollards (pair)	$1,200.00	$1,200.00
555	18	LF	4" Steel Casing	$95.00	$1,710.00
560	18	LF	4" PVC Casing	$85.00	$1,530.00
565	18	LF	14" Steel Casing	$225.00	$4,050.00
570	18	LF	16" Steel Casing	$240.00	$4,320.00
575	18	LF	18" Steel Casing	$275.00	$4,950.00
580	18	LF	22" Steel Casing	$330.00	$5,940.00
585	18	LF	26" Steel Casing	$400.00	$7,200.00
590	18	LF	28" Steel Casing	$475.00	$8,550.00
595	18	LF	30" Steel Casing	$425.00	$7,650.00
600	18	LF	36" Steel Casing	$460.00	$8,280.00
605	50	DIA-IN- LF	Bore & Jack Casing Pipe	$28.00	$1,400.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	$39.00	$702.00
615	25	SY	Asphalt Pavement Removal & Disposal, < 2"	$65.00	$1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	$65.00	$13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, < 2"	$95.00	$950.00
630	10	SY	Concrete Pavement Removal & Disposal, 2" -6"	$110.00	$1,100.00
635	50	SY	Concrete Curb and Gutter Removal & Disposal	$29.00	$1,450.00
640	10	SY	Concrete Sidewalk Removal & Disposal	$30.00	$300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	$75.00	$3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	$75.00	$3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	$265.00	$13,250.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	$265.00	$2,650.00

665	10	SY	Replace City Street Pavement with Temporary Cold Mix	$105.00	$1,050.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	$75.00	$7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	$75.00	$750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	$265.00	$2,650.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	$265.00	$2,650.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	$105.00	$105.00
695	10	SY	Replace Concrete Pavement	$290.00	$2,900.00
700	50	LF	Replace Concrete Curb & Gutter	$45.00	$2,250.00
705	10	SY	Replace Concrete Sidewalk	$190.00	$1,900.00
710	10	CY	Replace Gravel Surface, 0"-2"	$55.00	$550.00
715	10	CY	Replace Gravel Surface, 2"-4"	$65.00	$650.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"-3"	$35.00	$5,250.00
725	50	SY	Base course /Gravel (crushed or landscape), 3"-6"	$45.00	$2,250.00
730	4	EA	Service, 3/4" Single, New Main	$1,650.00	$6,600.00
735	2	EA	Service, 3/4" Double, New Main	$1,975.00	$3,950.00
740	2	EA	Service, 1", New Main	$1,825.00	$3,650.00
745	1	EA	Service, 1 1/2", New Main	$3,590.00	$3,590.00
750	1	EA	Service, 2", New Main	$3,970.00	$3,970.00
755	5	EA	Service, 3/4" Single, Existing Main	$1,650.00	$8,250.00
760	2	EA	Service 3/4" Double, Existing Main	$1,975.00	$3,950.00
765	1	EA	Service, 1", Existing Main	$1,825.00	$1,825.00
770	1	EA	Service, 1 1/2", Existing Main	$3,590.00	$3,590.00
775	1	EA	Service, 2", Existing Main	$3,950.00	$3,950.00
780	5	EA	Service Replacement, 3/4"	$1,850.00	$9,250.00
785	2	EA	Service Replacement, Double, 3/4"	$2,100.00	$4,200.00
790	1	EA	Service Replacement, 1"	$1,950.00	$1,950.00
795	1	EA	Service Replacement, 1 1/2"	$3,750.00	$3,750.00
800	1	EA	Service Replacement, 2"	$4,125.00	$4,125.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	$1,200.00	$3,600.00
810	1	EA	Meter Box Relocation/Replacement, 1"	$1,400.00	$1,400.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	$1,600.00	$1,600.00
820	1	EA	Meter Box Relocation/Replacement, 2"	$1,600.00	$1,600.00
825	5	EA	Service Transfer, 3/4"	$625.00	$3,125.00
830	2	EA	Service Transfer, 1"	$725.00	$1,450.00
835	1	EA	Service Transfer, 1 1/2"	$825.00	$825.00
840	1	EA	Service Transfer at Main, 2"	$850.00	$850.00
845	1	EA	Retire Existing Service at Main 3/4" - 2"	$725.00	$725.00
850	1	EA	Retire Existing Meter Box & Setting	$525.00	$525.00
855	1	EA	Adjust Meter Box To Grade	$450.00	$450.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	$650.00	$7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	$775.00	$3,100.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	$950.00	$2,850.00

875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	$1,075.00	$3,225.00
880	100	LF	Service Tubing, 3/4"	$33.50	$3,350.00
885	100	LF	Service Tubing, 1"	$36.25	$3,625.00
890	100	LF	Service Tubing, 1 1/2"	$44.00	$4,400.00
895	25	LF	Service Tubing, 2"	$53.00	$1,325.00
900	1	EA	Air and Vacuum Valve (individual)	$2,350.00	$2,350.00
905	1	GROUP OF 10	Air and Vacuum Valve (individual)	$21,250.00	$21,250.00
910	1	EA	Automatic Flushing Valve	$6,235.00	$6,235.00
915	$20,000	EA	Materials Mark-Up Over Invoice	$20,000.00	$20,000.00
920	$8,000	EA	Traffic Control Mark-Up Over Invoice	$8,000.00	$8,000.00
925	1	Allow	Street Cut Permits	$375.00	$375.00
930	1	EA	Project Signs	$450.00	$450.00
935	10	HR	Archeological Required Delay (After 2 hrs)	$375.00	$3,750.00
940	1	LS	Archeological Required Mob/Demob	$450.00	$450.00
EMERGENCY REPAIR					$
9000	175	HR	Supervisor's Truck with tools	$35.00	$6,125.00
9100	80	HR	Backhoe Skid Steer	$58.00	$4,640.00
9200	8	HR	Compressor with tools	$55.00	$440.00
9300	16	HR	Dump Truck	$60.00	$960.00
9400	4	HR	Pump	$30.00	$120.00
9500	300	HR	Laborer	$43.00	$12,900.00
9600	200	HR	Pipe Fitter	$45.00	$9,000.00
9700	200	HR	Equipment Operator	$58.00	$11,600.00
9800	175	HR	Foreman	$70.00	$12,250.00
9900	$5,000	EA	Rental items Mark-Up over Invoice (multiply $5000 x your % for item Price)	$5,000.00	$5,000.00
9950	$20,000	EA	Materials Mark-Up Over Invoice (multiply $20,000 x your % for item Price)	$20,000.00	$20,000.00

25

Total of all item Prices (last column) $1,169,311.25

Base Bid - Contractor shall be chosen based on the total of all Bid Items, Item Price, as Bid, exclusive of Gross Receipts Tax:

One Million,One hundred Sixty Nine thousand & Three hundred & eleven Dollars & Twenty Five Cents $1,169,311.25

(use words)

4. The Bidder agrees that:

A. For all "normal " Work Orders (WO) the work to be performed under the WO shall commence not later than (10) consecutive calender days after the date of written Notice to Proceed. For all "emergency" Wos the Contractor shall be on site within 4-hours.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202777

Contractor: Sub Surface Contracting

Description: City Wide Construction Price Agreement
WTR1950536

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

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

☑ Approved by Council Date: Pending

Contract / Lease: $250,000 per FY for 4 years excluding 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: 21/37/B June 2021

Fran Dunaway (Jul 8, 2021 [illegible] MDT)

Purchasing Officer Review: Jul 8, 2021 Date:

Comment & Exceptions: Issued an RFP- award of PA for procuring

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

Andy Hopkins (Jul 6, 2021 09:41 MDT)

Budget Officer Approval: Jul 6, 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: _____

SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Michelle Vialpando
PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACUITY, A Mutual Insurance Company	14184
INSURER B : Builders Trust of New Mexico	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sub Surface Contracting Inc
27A Paseo De River St
Santa Fe, NM 87507

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 1,000,000
	X PD Ded: $500						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO			Z75944	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR							
	X EXCESS LIAB CLAIMS-MADE			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 2,000,000
	DED X RETENTION $ 0						AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N / A		0692	1/1/2021	1/1/2022	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2020	7/1/2021	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			Z75944	7/1/2021	7/1/2022	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 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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		0692	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2021	7/1/2022	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
Santa Fe, NM 87505

CANCELLATION

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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: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

Issued Date: April 01, 2021

Expiration Date: April 01, 2022

CRS Number: 02104256000

License Type: Business License - Renewable

Classification: Contractor - Specialty

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
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: Sub Surface Contracting, Inc.

Procurement Title: 21/37/B City-Wide Water Utility Construction and Repair Price Agreement, CIP # 3057

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 — 6/16/2021
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Duraway (Jul 8, 2021 10:22 MDT)

Chief Procurement Officer — Jul 8, 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: Michael Moya

Email: mrmoya@santafenm.gov

Signature: Jonathan Montoya
Jonathan Montoya (Jun 17, 2021 13:22 MDT)

Email: jmmontoya@santafenm.gov

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Sub Surface Contracting, Inc. 2) A.A.C. Construction, LLC.	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box 909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

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

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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

Assignment:

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

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

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

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

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

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

Taxes: The unit price shall exclude all state taxes.

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

the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.

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

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

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

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

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

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

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

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

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

ARTICLES

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City's Chief Procurement Officer, his/her designee or the Requesting Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

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

c. Invoices must be submitted to the City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination
The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement. Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the City's Chief procurement Officer or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City's Chief procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI – Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item#_____
Munis Contract#_____

CITY OF SANTA FE

ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP # 3057

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, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

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

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

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two hundred and fifty thousand dollars ($250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars ($21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars ($1,084,376.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. 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.)

E. The 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. Construction Contract Performance and Payment Bond.

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

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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.

14. Amendment.

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

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

15. Change Orders.

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

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

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

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

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

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

16. Merger.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

25. 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.

26. New Mexico Tort Claims Act

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

27. 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.

28. 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.

29. 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
Water Division
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
A.A.C Construction LLC
18 La Luna Road
Santa Fe, NM 87507

30. 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:
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: 2021.06.18 09:44:50 -06'00'

_____
NAME

Managing Member
TITLE

DATE: 6-18-2021

CRS# 03-157349-00-5
Registration # 222939

ATTEST:

_____
KRISTINE BUSTOS MIHIELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 16:06 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572970 AJH
Org. Name/Org#.

WTR1950536

PRICE SHEETS

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202778

Contractor: A.A.C Construction

Description: City Wide Construction Price Agreement
WTR1950536

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

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

☑ Approved by Council Date: Pending

Contract / Lease: $250,000 per FY for 4 years excluding 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: 21/37/B June 2021

Fran Dunaway (Jul 8, 2021 10:22 MDT) Jul 8, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: issued an RFP - award of a PA

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

Andy Hopkins (Jul 6, 2021 09:41 MDT) Jul 6, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C. Construction, LLC

Procurement Title: 21/37/B City-Wide Water Utility Construction and Repair Price Agreement, CIP # 3057

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, PUD/Water

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: _____

Public Utilities Dept / Water Division/Bill Huey — Bill Huey — Engineer — 6/16/2021
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway — Fran Dunaway (Jul 8, 2021 10:22 MDT)
Chief Procurement Officer — Jul 8, 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.

*

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	
INSURER B : New Mexico Mutual Casualty Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe NM 87507

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/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			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

The Purchasing Memo

Date: February 27, 2025

To: Governing Body and Public Works & Utilities Committee

From: Michael Dozier, Wastewater Management Division Director MD

Via: LeRoy Alvarado, Wastewater Management Division Operations Supervisor LA

Subject: Continued rental Agreement for (6) AIRE-O2 triton Aerators

Vendor Name: Newterra Corporation Inc.

Munis Vendor Number: 10618

ITEM AND ISSUE:

Public Utilities Department respectfully requests your review and approval of an Emergency procurement in the total amount of $249,984.00 excluding tax for a continuation of a 6 month rental of 6 Aerators for a term of six months with Newterra Corporation Inc.. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $249,984 from Public Utilities Cash Balance to WIP Construction .

CONTRACT NUMBER: The FY25 Munis contract number is 3250454.

BACKGROUND AND SUMMARY:

On August 30, 2024, the Department's engineering consultant Hazen and Sawyer identified the Paseo Real Wastewater treatment plant's (PRWWTP) limited process aeration capacity as a factor contributing to permit violations related to nitrogen and biochemical oxygen demand (BOD). Supplemental aeration was acquired to remove nitrogen and BOD, particularly when either one of PRWWTP's two aeration basins is offline. Currently one of the aeration basins is offline for repairs. Continued renting of this equipment ensures PRWWTP's aeration capacity to improve process performance and increase the probability of compliance with effluent nitrogen and BOD limits.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WW Enterprise fund/500

Munis Org Name/Number: Wastewater Capital Projects/ 5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 03/06/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 03/06/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email
Procurement document: Emergency Determination
Vendor's Quote
Certificate of Liability Insurance (COI)
General Services Contract

City of Santa Fe
Emergency Determination Form

The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

NOTE:
Notify all signatories as soon as you are made aware of the emergency. Give them a brief synopsis of the emergency, answer their questions, and let them know this document and all supporting documents will be sent to them for signatures. They should know about the request prior to obtaining signatures.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, Wastewater Management Division, City of Santa Fe

Acting Department Director: Jesse Roach
Department Contact: Steve Walker
Department Telephone Number: (505)955-4642
City of SF Chief Procurement Officer: Travis Dutton-Leyda
Telephone Number: (505) 629-8351

II. **Name of Contractor: Newterra Corporation, Inc.**

Address of Contractor: 4100 Peavey Road, Chaska, Minnesota, 53118
Amount of prospective contract: $249,984.00 (added to original of $199.770.00)
Term of prospective contract: 6 months (added to original of 4 months)
Location of Services: Paseo Real Water Reclamation Facility

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

- Rental of Six (6) 60HP AIRE-O_2 Triton 2.0 Aerator units consisting of:
  - 60HP, 230/460 volt, 3-phase, 900 RPM, TEFC, premium efficiency motor
  - 10HP regenerative blower (SOTR = 162.2 lbs O2 / hr each)
  - Field replaceable, water-lubricated lower bearing
  - Field replaceable, water-resistant sleeve
  - 316 SS dual-blade primary PowerMix™ propeller

    - 304 SS Saturn Ring diffuser
    - 304 SS housing, mounting flange, and hollow shaft
    - *Note: Aerators shall arrive fully assembled for immediate mounting*
- Rental of Six (6) Float Assemblies, consisting of:
    - Eight (8) molded, LDPE, closed-cell foam filled pontoons
    - 304 SS rails and mounting hardware
    - Vortex shield attached to frame
    - *Note: Flotation devices require field assembly (Already completed)*
- Rental of Six (6) Standard 460V NEMA Outdoor Rated Manual On/Off Control Panels

IV. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.**

The United States Environmental Protection Agency (EPA) issued Administrative Order (AO) CWA-06-2024-1765 to the City on July 10, 2024. The AO states that the City's Paseo Real Water Reclamation Facility (PRWRF) has repeatedly failed to meet effluent limits specified in the National Pollutant Discharge Elimination System (NPDES) Permit No. NM00222292. The City issued a response to the EPA's AO on April 4, 2024. The City's response provided an initial plan for immediate actions (30 days), near-term actions (6 months), and long-term actions (18 months) intended to address the permit violations as quickly as possible and implement measures to prevent similar exceedances from reoccurring.

The Public Utilities Department's engineering consultant, Hazen and Sawyer, identified the PRWRF's limited process aeration capacity as a factor contributing to permit violations related to nitrogen and biochemical oxygen demand (BOD). Renting the aerator units included in this procurement represented the fastest way to supplement PRWRF's aeration capacity, improve process performance, and increase the probability of compliance with effluent nitrogen and BOD limits. Although multiple companies manufactured the type of aerators required for this application, Newterra Corporation, Inc. (Newterra) was the only company that offered refurbished rental units. Since the lead time to purchase new units would result in further effluent permit violations, renting units was the preferred option. Since no other companies offered rental aerators suitable for this application, the rental units were procured through an emergency from Newterra.

This supplemental aeration capacity is needed to enhance the removal nitrogen and BOD, particularly when either of PRWRF's two aeration basins is offline for planned repairs. Returning these units prematurely with the PRWRF in its delicate time of recovery, runs the risk of the plant returning to non-compliance.

VI. **Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

The Department previously contracted a General Contractor to replace aeration diffusers and repair aeration piping in the North Aeration Basin. This process was held up by a stuck plug that prevented the aeration basin from being fully drained. The Department approved fabrication of the replacement diffusers in August. The Department used rental aerators to supplement aeration capacity in the South Aeration Basin while the North Aeration Basin diffusers and aeration piping were to be replaced. The Department will then move the rental aerators to the North Aeration Basin so the South Aeration Basin can be drained, inspected, repaired, and returned to service. The work to restore the aeration capacity of both aeration basins will be expedited to the greatest extent possible but will take at least 6 months to complete.

VII. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

The Department will expand the PRWRF preventative maintenance program to prevent future failures of aeration diffusers and piping. During this period of emergency rental, an Invitation to Bid will be worked on immediately to purchase our own set of aerators to use for emergencies such as this.

Certified by:

Travis Dutton-Leyda — 02/07/2025

City Chief Procurement Officer, Travis Dutton-Leyda — **Date**

City Approval by:

Jesse Roach — 02/03/2025

Acting Public Works Department Director, Jesse Roach — **Date**

Erin McSherry — 02/05/2025

City Attorney, Erin McSherry — **Date**

EMILY OSTER — 02/08/2025

Finance Director, Emily Oster — **Date**

Randy Randall
Randy Randall (Feb 10, 2025 11:26 MST) — Feb 10, 2025

Acting City Manager, Randy Randall — **Date**

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

Attachments:

Vendor's Quote – Matches the total requested for this emergency.

Reference: Original Emergency Determination - 40-M0087-24-EM027

Reference: Docket CWA-06-2024-1765; NPDES Permit NM0022292

PROJECT NUMBER: 2404920-C2-R4
DATE: January 30, 2025

TO: City of Santa Fe	**PROJECT NAME:** Santa Fe, NM **SCOPE:** Six (6) x 60HP Triton Rentals **DURATION:** Six (6) Months **SALES ENGINEER:** Jim Hentges / 952-556-5706 **REPRESENTATIVE:** Brian Dieke / 303-921-2846 Engineered Equipment Solutions

Newterra Corporation, Inc. is pleased to offer the following:

Six (6) 60HP AIRE-O_2 Triton® 2.0 Aerator, consisting of:

- 60HP, 230/460 volt, 3-phase, 900 RPM, TEFC, premium efficiency motor
- 10HP regenerative blower (SOTR = 162.2 lbs O_2 / hr each)
- Field replaceable, water-lubricated lower bearing
- Field replaceable, water-resistant sleeve
- 316 SS dual-blade primary PowerMix™ propeller
- 304 SS Saturn Ring diffuser
- 304 SS housing, mounting flange, and hollow shaft

  Note: Aerators shall arrive fully assembled for immediate mounting

Six (6) Eight-Float Assembly, consisting of:

- Eight (8) molded, LDPE, closed-cell foam filled pontoons
- 304 SS rails and mounting hardware
- Vortex shield attached to frame

  Note: Flotation devices require field assembly

Six (6) Standard 460V NEMA Outdoor Rated Manual On/Off Control Panel

Three (3) Year Warranty (See General Terms and Conditions)

Monthly rent for first six (6) month rental period	Subsequent months, up to an additional six (6) months
$41,664 per month	**$44,664 per month**

Total for first six (6) months rent is $249,984.00

Twelve Month Rental Contract ***– return freight of equipment not included***

EXCLUSIONS: Installation, duties, and taxes are not included. Cord grips, quick disconnects, and all items not specifically listed above are excluded.

NOTE: This is a continuation of the original return proposal. Equipment already on site and operating. Quotation valid for thirty (30) days.

1215 Chaska Creek Blvd • Chaska, Minnesota 55318 • USA
Telephone: (952) 448-6789 • Email: aiii@aireo2.com • Fax: (952) 448-7293

PAYMENT:	Net 30 Days from Shipment (Pending Credit Approval)
TERMS:	Must complete warranty card for warranty to apply. General Terms and Conditions Attached (5 Pages)

4100 Peavey Road • Chaska, Minnesota 55318 • USA
Telephone: (952) 448-6789 • Email: aiii@aireo2.com • Fax: (952) 448-7293

Aeration Industries International
a newterra company

4100 Peavey Rd.
Chaska, MN 55318
T: 952-448-6789 F: 952-556-5759

PAYMENT: Net 30 Days from Shipment (Pending Credit Approval)
TERMS: Must complete warranty card for warranty to apply. General Terms and Conditions Attached (5 Pages)

RENTAL AGREEMENT TERMS

1. Aire-O2 aeration equipment per attached scope
2. Customer is required to pay outgoing and return freight. Freight is not included in proposal.
3. Agreement is based on a six (6) month minimum rental period. Return of the equipment prior to six (6) months will result in minimum charge equal to the first six (6) month's fee.
4. Equipment must be pressure washed clean prior to shipping back equipment. Failure to do so will incur a minimum cleaning fee of $500.00 per unit.
5. A sixty (60) day written notice must be given by the customer prior to returning equipment

Project: 2404920-C2-R4 Rental – Six (6) 60HP Tritons, Floats & Control Panels
Date: January 30, 2025

Newterra Corporation		Customer	
Name (Print):	Jim Hentges	Name (Print):	
Title:	Lifecycle Sales	Title:	
Signature:		Signature:	
Date:	January 30, 2025		

Rental Return Checklist

Please Return Checklist with Units

- ☐ **Keep Crates/Packaging and Send Units Back in Original Crates**

- ☐ **Contact Sophia Johnson;** *johnson@newterra.com*, **for RMA# When Ready to Return**
  - *Send Prepaid via any carrier of your choice*
  - *Send 1215 Chaska Creek Blvd, Suite 400, Chaska, MN 55318*

- ☐ **Send pictures of packaged units to** sjohnson@newterra.com
  - Failure to do so will result in customer liability for damages

- ☐ **Pressure Wash Units, Floats, and Steel**
  - Try to avoid getting water into motor

- ☐ **Disassemble Float Assembly**

4100 Peavey Road ▫ Chaska, Minnesota 55318 ▫ USA
Telephone: (952) 448-6789 ▫ Email: aiii@aireo2.com ▫ Facsimile: (952) 448-7293

Aire-O$_2$® Triton® 2.0

Innovations in mechanical designs allow the Aire-O2 Triton 2.0 *(patents pending)* to provide better aeration efficiency, mixing capacity, and power consumption savings, as well as more seamless and flexible installation, operation and maintenance.

WHY CHOOSE TRITON 2.0?

- Mixing capacity increased by up to 54%
- Aeration efficiency increased by up to 20%
- Power consumption lowered by more than 18%
- Keyed connection enables easier installation and maintenance
- Fine bubble aeration with a mixing only option for BNR applications
- Easy retrofits and maintenance: no need to drain the tank or remove the equipment from the basin
- Performs in challenging, heavy debris conditions
- Operates for years with minimal maintenance
- Surface mounted, horizontal mixing provides better dispersion and directional control with no splashes or aerosols
- Certified by 3rd party oxygen transfer test following ASCE procedure

Aeration Industries® International, LLC.
4100 Peavey Road Chaska, MN | +1.952.448.6789 | aireo2.com | aii@aireo2.com
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The Trusted Way to Deliver Oxygen

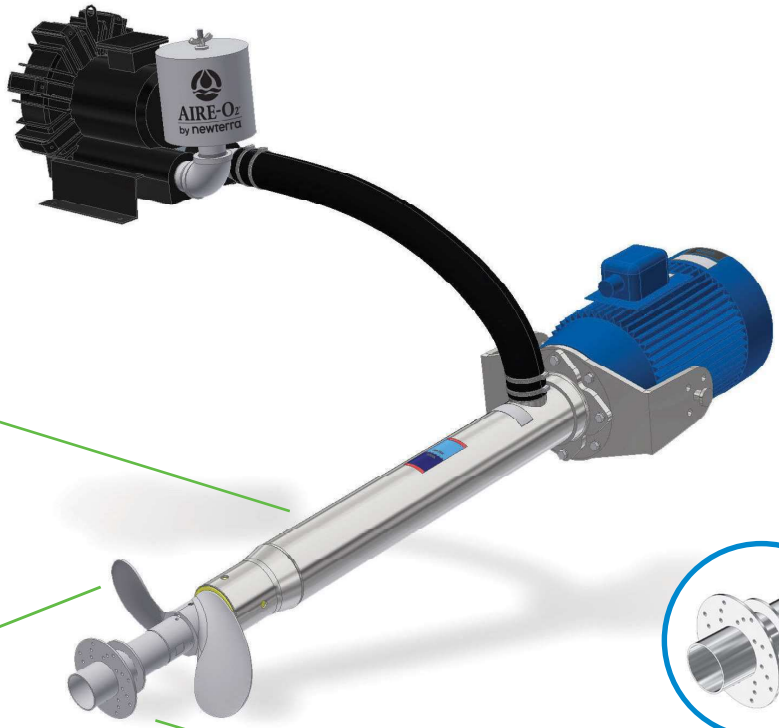
Keyed Connection

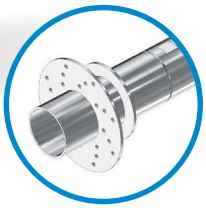
Keyed connected between the atomizer, propeller, and sleeve for easier installation and maintenance, as well as stronger connection and better longevity.

*Optimized Propeller**

Fully optimized propeller for better aeration efficiency and higher mixing capacity.

** Patent pending*





*Enhanced Atomizer**

Newly enhanced atomizer for optimized oxygen transfer.

** Patent pending*

FLEXIBLE MOUNTING SOLUTIONS

Wall Mount

Universal Mount

Bridge Mount

Float Mount

ADDITIONAL ACCESSORIES

- Anti-Erosion Baffle
- Guide Rail
- Swing Arm
- Davit Crane
- Vortex Shield
- Maintenance Platform
- Winch Mooring
- Float Support

**Consult your sales representative for selection assistance*

AIRE-O2 by newterra

Proudly Made In The USA

Aeration Industries® International, LLC.
4100 Peavey Road Chaska, MN | +1.952.448.6789 | aireo2.com | aii@aireo2.com

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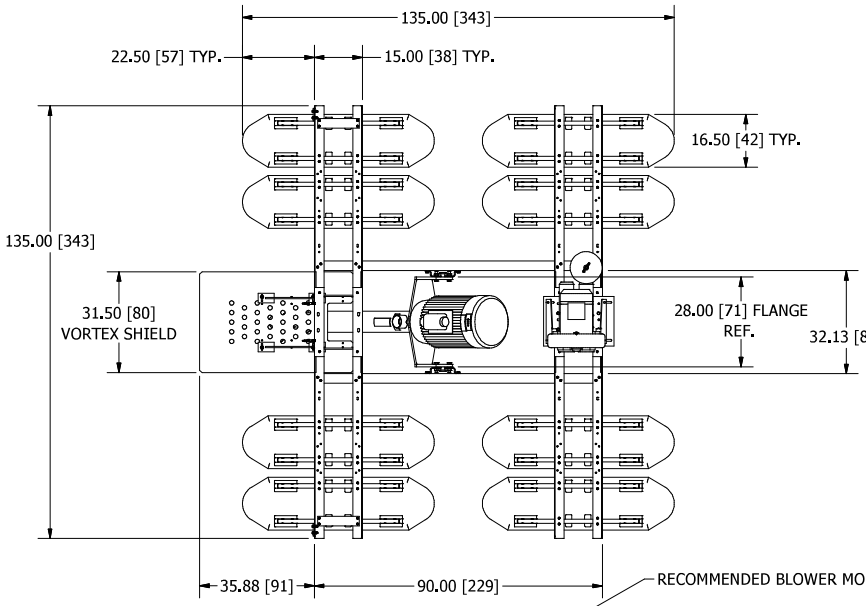
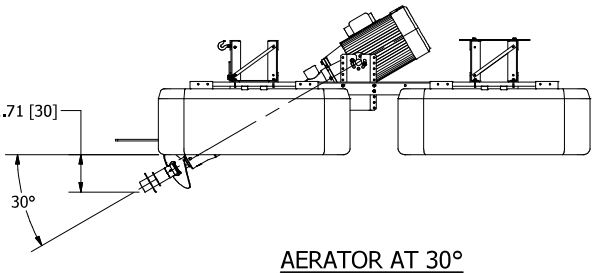
REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	15-2727	RELEASED FOR PRODUCTION	JFW	11-02-15
A	20-3157	ADDED SOLID VORTEX SHIELD ASSY	SS	10-21-20





AERATOR AT 30°

NOTE:
DIMENSIONS SHOWN IN [ ] ARE IN CENTIMETERS.

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5•2009 STANDARDS

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
•UNLESS NOTED OTHERWISE•
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

DRAWN: Jon Wickum
DATE: 11/18/2015
REVISED
DATE

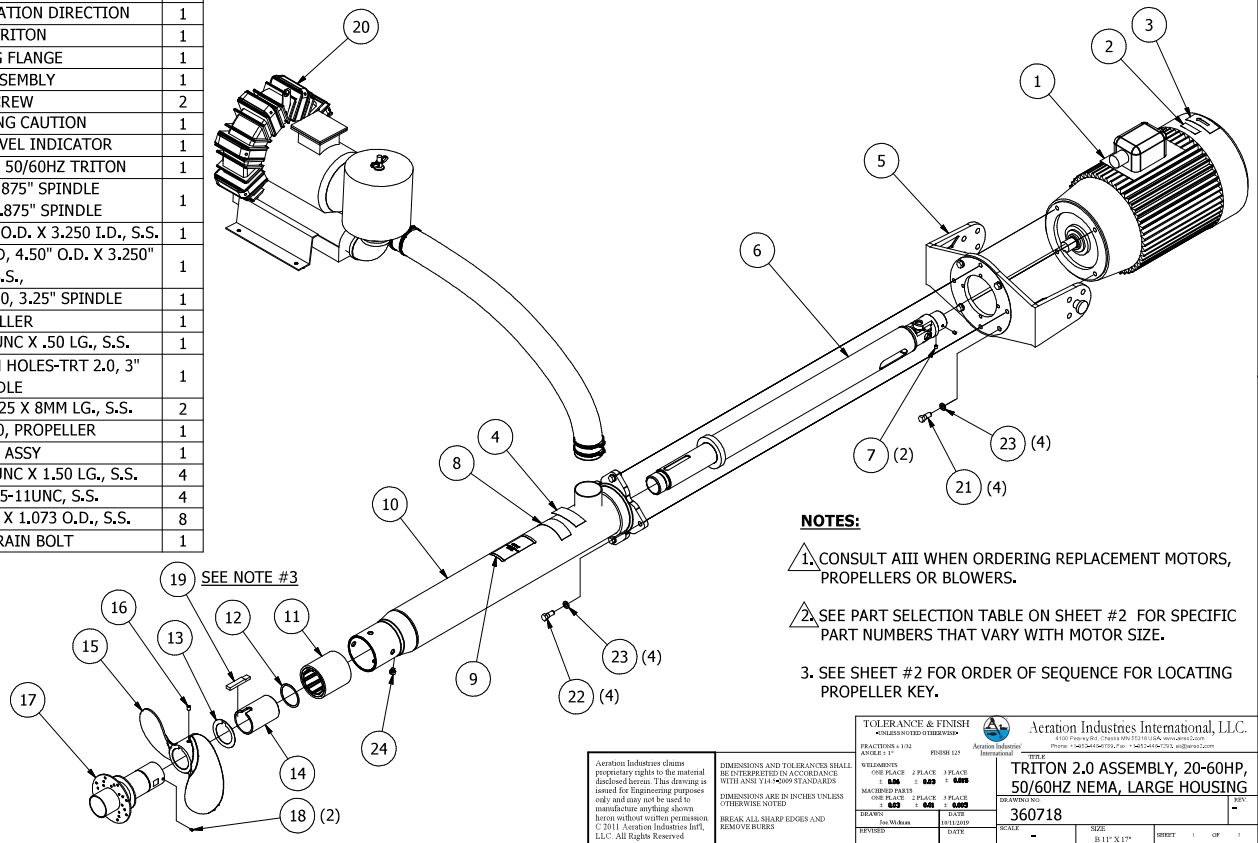
Aeration Industries International, LLC.
4100 Peony Rd. Chaska MN 55318 USA www.aroc2.com
Phone +1-952-448-6789 Fax +1-952-448-7293 all@aroc2.com

TITLE
OUTLINE DIMENSIONS - UNIVERSAL
8-FLOAT WITHOUT ROLLERS

DRAWING NO: 360-627
REV: A
SCALE: -
SIZE: B 11" X 17"
SHEET 1 OF 1

BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	1	MOTOR 50/60HZ NEMA	1
2	224013	LABEL, SERIAL NO.	1
3	224152	LABEL, MOTOR ROTATION DIRECTION	1
4	224184	LABEL, TRITON	1
5	2	MOUNTING FLANGE	1
6	2	SHAFT ASSEMBLY	1
7	2	SET SCREW	2
8	224021	LABEL, BEARING CAUTION	1
9	224154	LABEL, WATER LEVEL INDICATOR	1
10	330107	HOUSING, 20-60HP, 50/60HZ TRITON	1
11	213054 213027	ARB BEARING, 2.875" SPINDLE CRB BEARING, 2.875" SPINDLE	1
12	215810	WASHER-TRT 2.0, 3.75" O.D. X 3.250 I.D., S.S.	1
13	215811	WASHER-TRT 2.0, KEYED, 4.50" O.D. X 3.250" I.D. S.S.,	1
14	247046	SDS SLEEVE-TRT 2.0, 3.25" SPINDLE	1
15	1	PROPELLER	1
16	215156	SET SCREW, .50-13UNC X .50 LG., S.S.	1
17	223106	ATOMIZER ASSY WITH HOLES-TRT 2.0, 3" SPINDLE	1
18	215331	SET SCREW, M8 X 1.25 X 8MM LG., S.S.	2
19	2	KEY-TRITON 2.0, PROPELLER	1
20	1	BLOWER ASSY	1
21	215150	BOLT HHCS, .625-11UNC X 1.50 LG., S.S.	4
22	2	BOLT HHCS, .625-11UNC, S.S.	4
23	215151	WASHER LOCK, .625 X 1.073 O.D., S.S.	8
24	215785	HOUSING DRAIN BOLT	1

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	19-3074	RELEASED FOR PRODUCTION	JFW	10-8-19



NOTES:

1. CONSULT AIII WHEN ORDERING REPLACEMENT MOTORS, PROPELLERS OR BLOWERS.
2. SEE PART SELECTION TABLE ON SHEET #2 FOR SPECIFIC PART NUMBERS THAT VARY WITH MOTOR SIZE.
3. SEE SHEET #2 FOR ORDER OF SEQUENCE FOR LOCATING PROPELLER KEY.

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DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH •UNLESS NOTED OTHERWISE• FRACTIONS ± 1/32 ANGLE ± 1° FINISH 125

WELDMENTS ONE PLACE ± 0.06 2 PLACE ± 0.03 3 PLACE ± 0.015

MACHINED PARTS ONE PLACE ± 0.03 2 PLACE ± 0.01 3 PLACE ± 0.005

DRAWN: Jon Wickum DATE: 10/11/2019

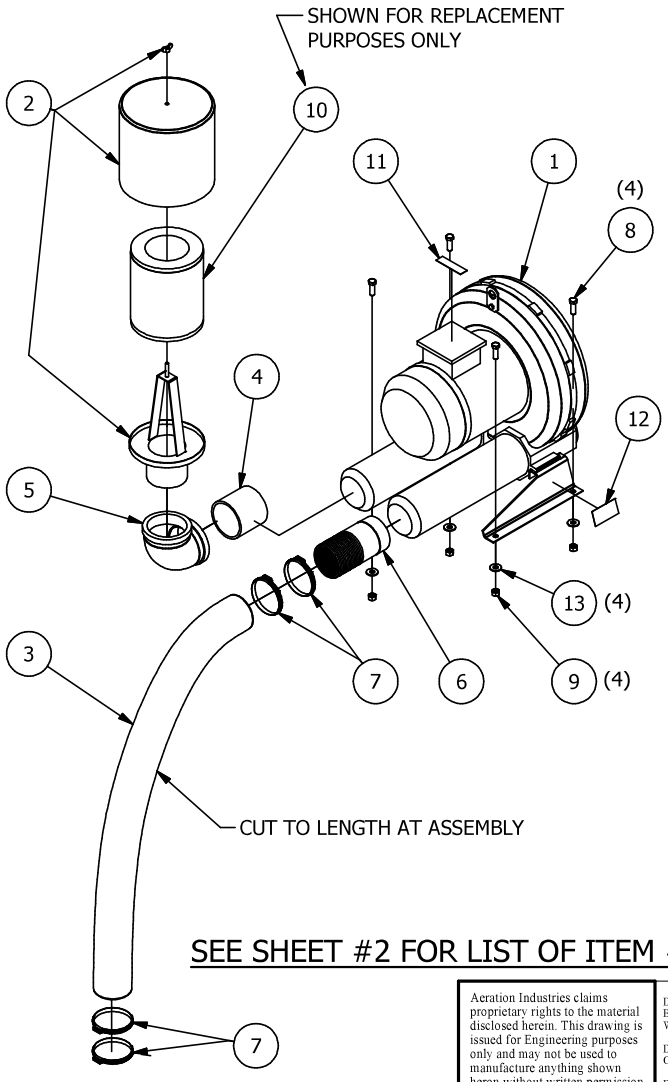
REVISED DATE

Aeration Industries International, LLC.
4100 Peony Rd. Chaska MN 55318-1084 www.aeris2u.com
Phone: 1-952-448-6710 Fax: 1-952-448-7201 sls@aeris2.com

TITLE: TRITON 2.0 ASSEMBLY, 20-60HP, 50/60HZ NEMA, LARGE HOUSING

DRAWING NO. 360718 REV -

SCALE - SIZE B 11" X 17" SHEET 1 OF 3



REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	17-2882	RELEASED FOR PRODUCTION	JFW	5-22-17
A	17-2897	ADDED 230130 TO ITEM 1	JH	8-18-17
B	18-2972	ITEM 4 & 5 QTY WAS 2	JH	7-20-18
C	20-3107	REDRAWN IN INVENTOR	JFW	2-6-20
D	21-3247	ADDED BLOWER PART NUMBERS 230148, 230149 AND 230150 TO ITEM #1	JFW	12-9-21
E	23-3315	ADDED BLOWER PART NUMBER 230062 TO ITEM #1	JFW	2-17-23
F	23-3332	ADDED BLOWER PART NUMBER 230153 TO ITEM #1	JFW	9-26-23
G	24-3339	ADDED BLOWER PART NUMBER 230154 TO ITEM #1	JFW	2-22-24

ITEM	PART NO.	DESCRIPTION	QTY.
13	215130	WASHER-FLAT, .50" S.S.	4
12	224167	DO NOT OPERATE LABEL	1
11	224153	BLOWER ROTATION LABEL	1
10	230040	FILTER ELEMENT, REPLACEMENT, 800 SCFM	1
9	215093	NUT, LOCK, .50-13UNC S.S.	4
8	215099	SHCS, .50-13UNC X 1.50 LG. S.S.	4
7	221059	CLAMP, HOSE 4.0" CS PLTD	4
6	215636	ADAPTER, 4.0 MPT X 4.0 HOSE, CS PLTD	1
5	215670	ELBOW-90 DEG., 4.0 FPT CS CTD	1
4	215681	NIPPLE, 4.0 MPT X 4.0 LG CS CTD	1
3	108030	HOSE, AIR DUCT, 4.0"	6'
2	230038	FILTER ASSY, INLET, 800 SCFM, 4.0"	1

BILL OF MATERIAL

SEE SHEET #2 FOR LIST OF ITEM #1

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DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 2 PLACE ± 0.03 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 2 PLACE ± 0.01 3 PLACE ± 0.005

DRAWN Joe Widman DATE 2/5/2020
REVISED DATE

Aeration Industries International, LLC.
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Phone: +1-952-448-6789, Fax: +1-952-448-7293, ai@aireo2.com

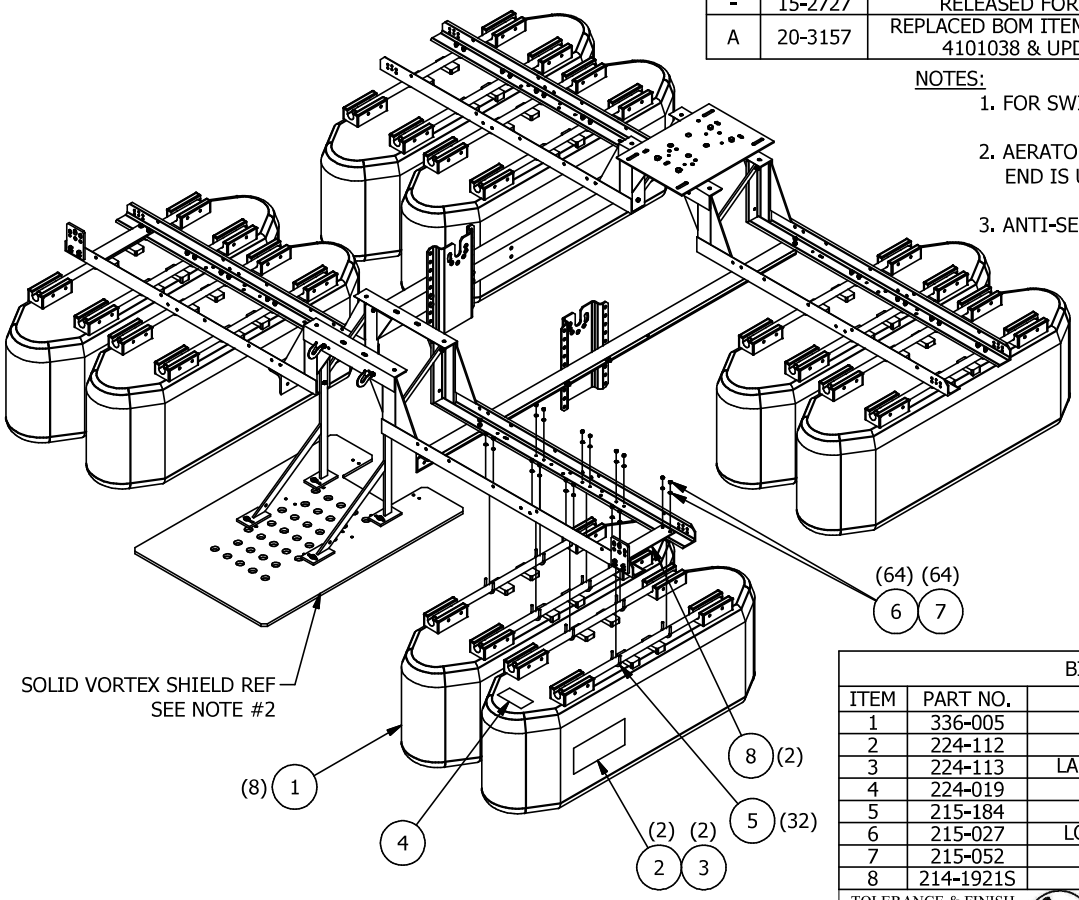
TITLE
ASSEMBLY DRAWING K09-MS, K10-MS, K11-MS, E11-MS & E12-MS BLOWER

DRAWING NO. 360690 REV. G
SCALE - SIZE A4 SHEET 1 OF 2

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	15-2727	RELEASED FOR PRODUCTION	JFW	11-02-15
A	20-3157	REPLACED BOM ITEM 14, 410949 WITH 4101038 & UPDATED MODEL	SS	10-14-20

NOTES:

1. FOR SWING ARM OPTION SEE SHEET #3.
2. AERATOR SHOULD BE MOUNTED SO PROPELLER END IS UNDER VORTEX SHIELD.
3. ANTI-SEIZE IS REQUIRED ON ALL HARDWARE.



BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	336-005	PONTOON ASSY. S.S.	8
2	224-112	LABEL, PHONE # DOMESTIC	2
3	224-113	LABEL, PHONE # INTERNATIONAL	2
4	224-019	LABEL, FLOATATION SAFETY	1
5	215-184	U-BOLT, 5/16-18UNC S.S.	32
6	215-027	LOCK WASHER, 5/16-18UNC S.S.	64
7	215-052	HEX NUT, 5/16-18UNC S.S.	64
8	214-1921S	CROSS ARCH SUPPORT, S.S.	2

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

DRAWN: Joe Widman | DATE: 12/28/2015
REVISED | DATE

Aeration Industries International, LLC.
4100 Peavey Rd. Chaska MN 55318 USA. www.aireo2.com
Phone: +1-952-448-6789. Fax: +1-952-448-7293. air@aireo2.com

TITLE
UNIVERSAL 8-FLOAT ASSEMBLY, WITHOUT ROLLERS, S.S.

DRAWING NO. 360-646S | REV. A
SCALE - | SIZE A4 | SHEET 1 OF 3

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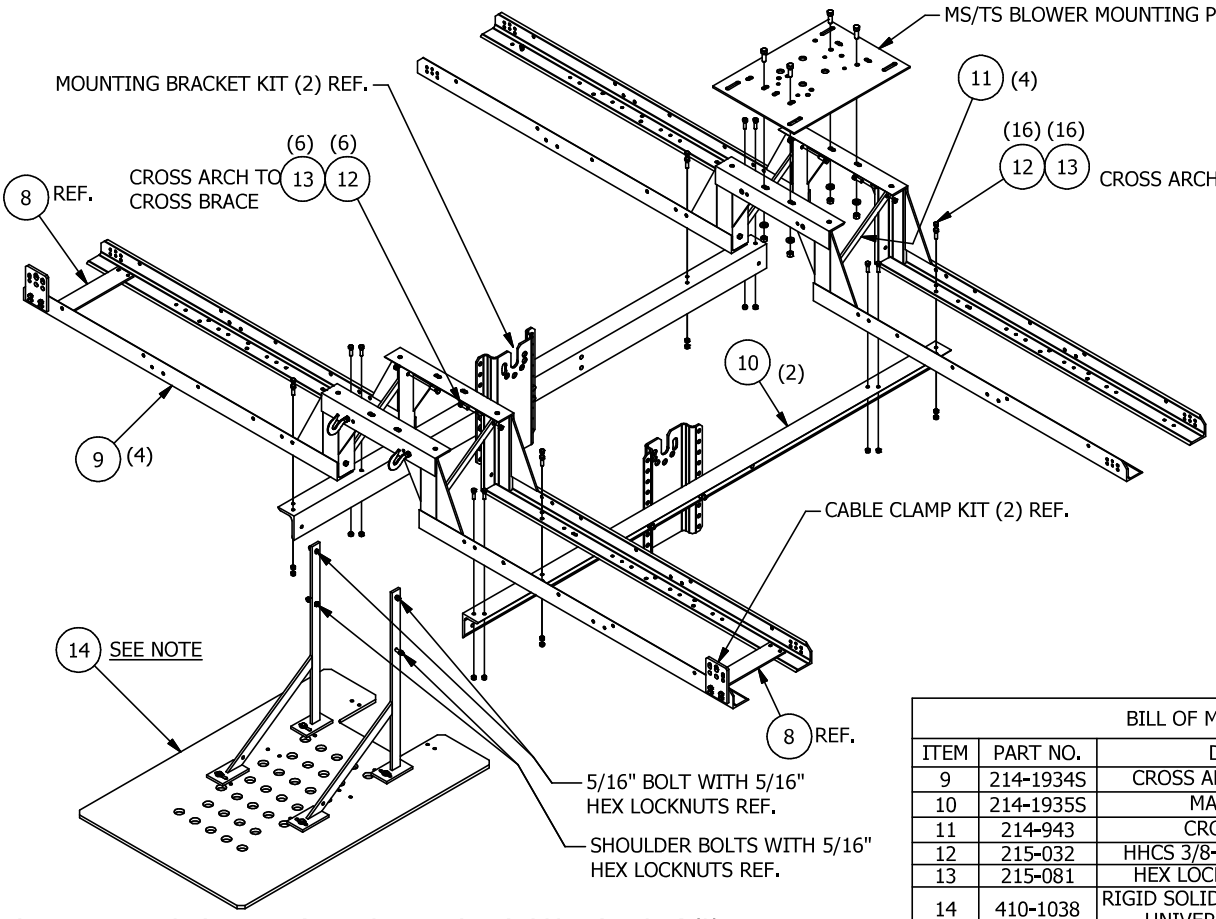
DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS



NOTE: ITEM #14 IS TO BE ATTACHED TO THE FRONT CROSS ARCH USING (2) 5/16" BOLT WITH (2) 5/16" HEX LOCKNUTS AT THE UPPER HOLE LOCATION AND (2) SHOULDER BOLTS WITH (2) 5/16" HEX LOCKNUTS AT THE LOWER HOLE LOCATION. THIS HARDWARE IS PROVIDED IN THE VORTEX SHIELD ASSEMBLY.

BILL OF MATERIAL

ITEM	PART NO.	DESCRIPTION	QTY.
9	214-1934S	CROSS ARCH WELDMENT, S.S.	4
10	214-1935S	MAIN FRAME, S.S.	2
11	214-943	CROSS BRACE, S.S.	4
12	215-032	HHCS 3/8-16UNC X 1.25 LG. S.S.	22
13	215-081	HEX LOCKNUT 3/8-16UNC S.S.	22
14	410-1038	RIGID SOLID VORTEX SHIELD ASSY-UNIVERSAL 4-6-8-10 FLOAT	1

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BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 2 PLACE ± 0.03 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 2 PLACE ± 0.01 3 PLACE ± 0.005

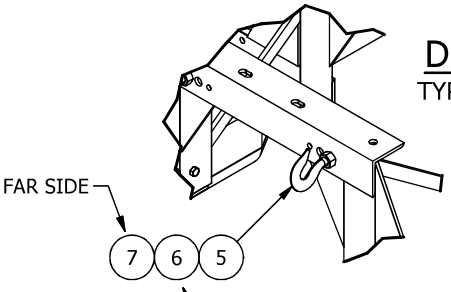
DRAWN Joe Widman DATE 12/28/2015
REVISED DATE

Aeration Industries International, LLC.
4100 Peavey Rd. Chaska MN 55318 USA. www.aireo2.com
Phone: +1-952-448-6789. Fax: +1-952-448-7293. air@aireo2.com

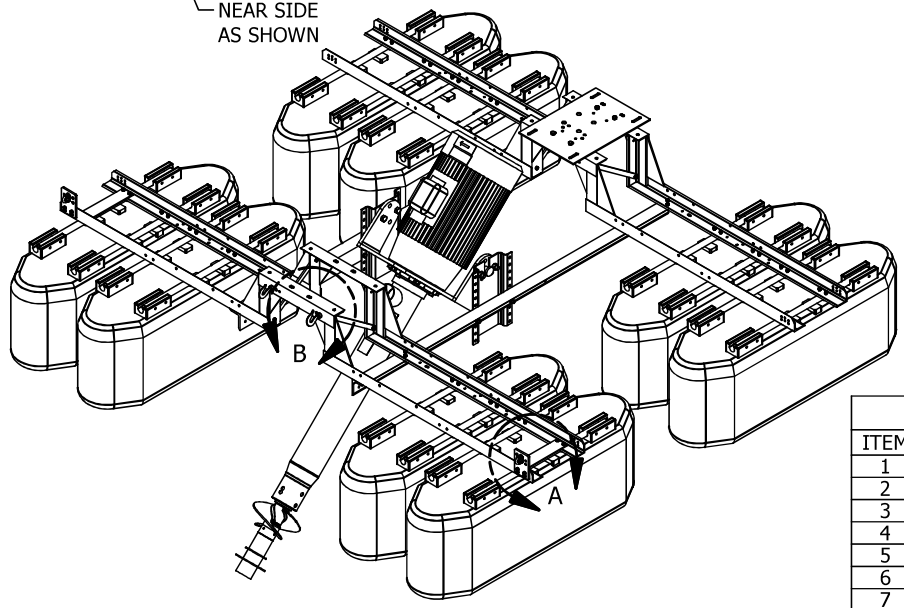
TITLE
UNIVERSAL 8-FLOAT ASSEMBLY, WITHOUT ROLLERS, S.S.

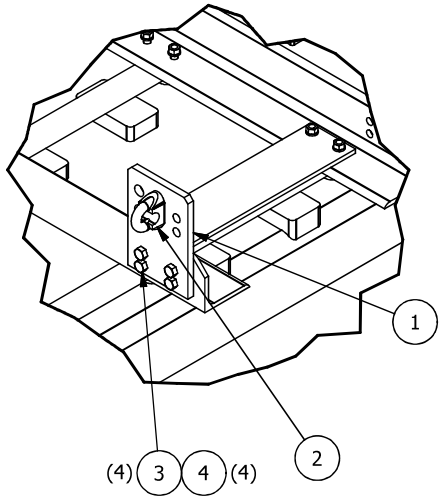
DRAWING NO. 360-646S
REV. A
SCALE -
SIZE A4
SHEET 2 OF 3

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	16-2748	RELEASED FOR PRODUCTION	JFW	01-12-16



DETAIL B
TYP. (2) PLACES





DETAIL A
TYP. (2) PLACES

BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	214-1942	CABLE MOUNT PLATE, S.S.	2
2	221-053	WIRE ROPE CLAMP, 5/8" S.S.	2
3	215-032	HHCS 3/8-16UNC X 1.25 LG. S.S.	8
4	215-081	HEX LOCKNUT, 3/8-16UNC S.S.	8
5	215-793	THREADED HOOK, 5/8" OPENING S.S.	2
6	215-204	HEX NUT, 5/8-11UNC S.S.	2
7	215-155	HEX LOCKNUT, 5/8-11UNC S.S.	2

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-

FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125

WELDMENTS
ONE PLACE ± 0.06
2 PLACE ± 0.03
3 PLACE ± 0.015

MACHINED PARTS
ONE PLACE ± 0.03
2 PLACE ± 0.01
3 PLACE ± 0.005

DRAWN: Joe Widman
DATE: 1/28/2016
REVISED
DATE

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5-2009 STANDARDS

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

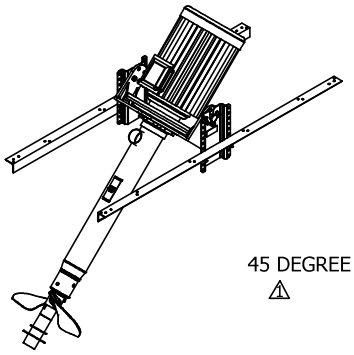
BREAK ALL SHARP EDGES AND REMOVE BURRS

Aeration Industries International, LLC.
4100 Peavey Rd. Chaska MN 55318 USA. www.aireo2.com
Phone: +1-952-448-6789. Fax: +1-952-448-7293. air@aireo2.com

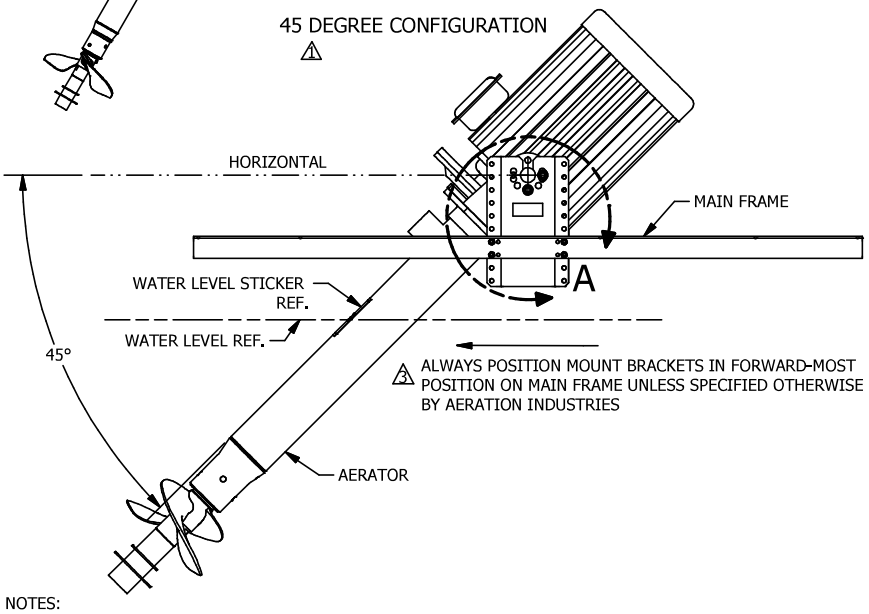
TITLE
DIRECT MOUNT KIT, 5/8"
UNIVERSAL FLOAT

DRAWING NO. 360-645
REV. -
SCALE -
SIZE A4
SHEET 1 OF 1

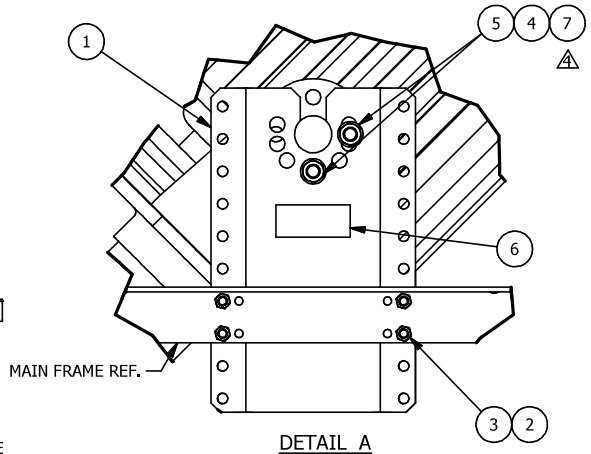
REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	20-3098	RELEASED FOR PRODUCTION	RPH	01/13/20
A	22-3253	UPDATE FOR FULL UNIVERSAL BRACKET CHANGE RELEASE	RPH	03/03/22



45 DEGREE CONFIGURATION
1



3 ALWAYS POSITION MOUNT BRACKETS IN FORWARD-MOST POSITION ON MAIN FRAME UNLESS SPECIFIED OTHERWISE BY AERATION INDUSTRIES



DETAIL A
MOUNT BRACKET ASSEMBLY

BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	214908S 214908G	MOUNT BRACKET, UNIVERSAL, 22.5/28" FLANGE, S.S. MOUNT BRACKET, UNIVERSAL, 22.5/28" FLANGE, GALV.	2
2	215-099	HHCS, 1/2-13UNC X 1.50 LG. S.S.	8
3	215-093	HEX LOCKNUT, 1/2-13UNC S.S.	8
4	215-341	HHCS, 3/4-10UNC X 2.00 LG. S.S.	4
5	215-198	HEX LOCKNUT, 3/4-10UNC S.S.	4
6	224-017	DECAL, MOUNT BRACKET	1
7	215-369	WASHER, FLAT, 3/4"	4

NOTES:

1. AERATOR IS SHOWN POSITIONED AT 45° [STANDARD OPERATING ANGLE]. IF APPLICATION CALLS FOR 30° OR 60° OPERATION, BOLT PATTERN (5,4,7) MUST BE ADJUSTED TO ACCOMODATE ANGLE. MOUNT BRACKET (1) HEIGHT MUST ALSO BE ADJUSTED TO KEEP AERATOR AT PROPER DISTANCE FROM WATER LEVEL.

2. SEE SHEETS 2 AND 3 FOR BOLT PATTERN CONFIGURATION AND MOUNT BRACKET HEIGHT ADJUSTMENT.

3. ALWAYS POSITION MOUNT BRACKETS IN FORWARD-MOST POSITION ON MAIN FRAME.

4. WASHERS (ITEM 7) TO BE USED WITH SLOTS

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DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06
2 PLACE ± 0.03
3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03
2 PLACE ± 0.01
3 PLACE ± 0.005

DRAWN	DATE
Joe Widman	1/13/2016
REVISED	DATE
RPH	1/13/20

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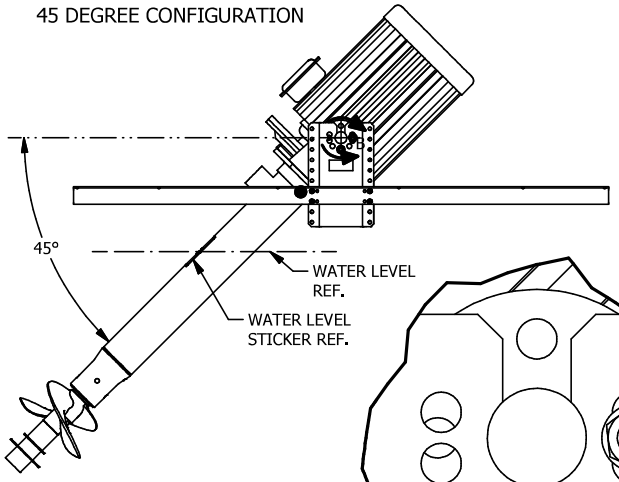
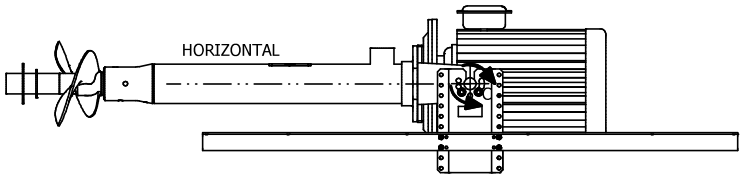
Phone: +1-952-448-6789. Fax: +1-952-448-7293. air@aireo2.com

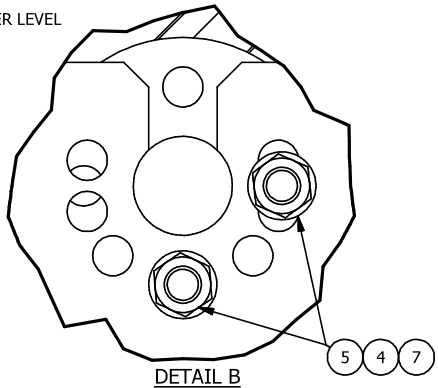
TITLE
DWG ASSY, MOUNT BRACKET KIT, 30/45/60°, 22.5/28" FLANGE

DRAWING NO.	REV.
360740	A

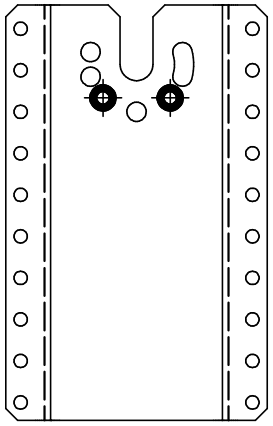
SCALE	SIZE	SHEET
-	A4	1 OF 3

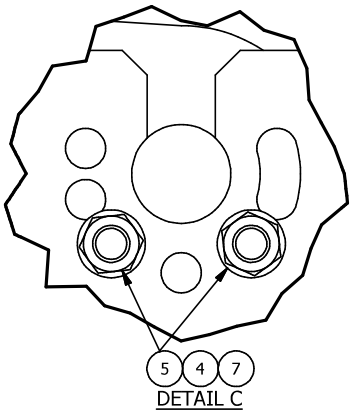




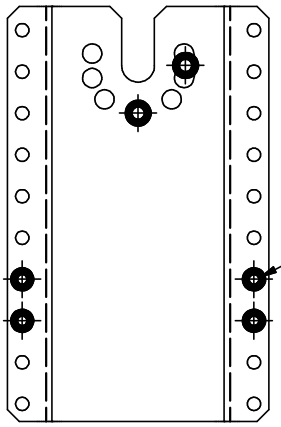


DETAIL B
HARDWARE CONFIGURATION
FOR 45 DEGREE OPERATION





DETAIL C
HARDWARE CONFIGURATION
MAINTENANCE POSITION



'STARTING POSITION' FOR 45 DEGREE OPERATION.
TRIAL ONE UNIT TO ENSURE WATER LEVEL IS AT CENTER OF WATER LEVEL STICKER. ADJUST HEIGHT AS NECESSARY. ONLY OPERATE WHEN WATER IS AT CENTER OF STICKER.

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DIMENSIONS AND TOLERANCES SHALL BE INTERPRETED IN ACCORDANCE WITH ANSI Y14.5-2009 STANDARDS

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-

FRACTIONS ± 1/32 ANGLE ± 1°		FINISH 125	
WELDMENTS	ONE PLACE ± 0.06	2 PLACE ± 0.03	3 PLACE ± 0.015
MACHINED PARTS	ONE PLACE ± 0.03	2 PLACE ± 0.01	3 PLACE ± 0.005

DRAWN Joe Widman	DATE 1/13/2016
REVISED	DATE

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4100 Peavey Rd. Chaska MN 55318 USA. www.aireo2.com
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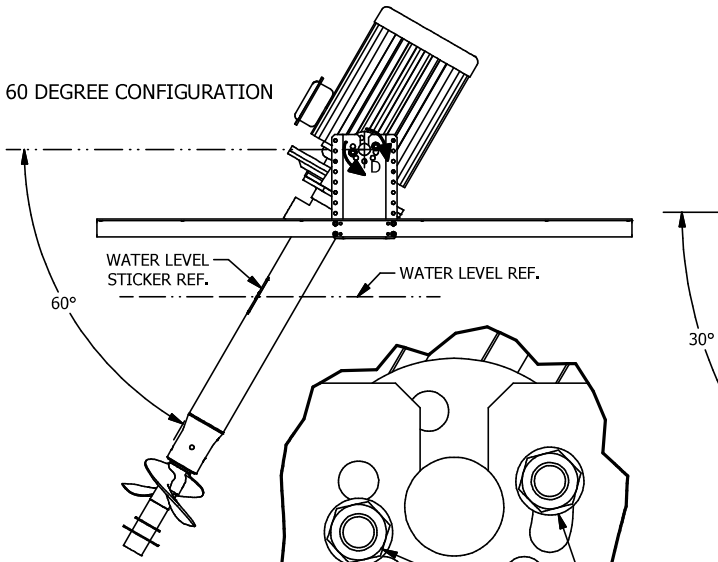
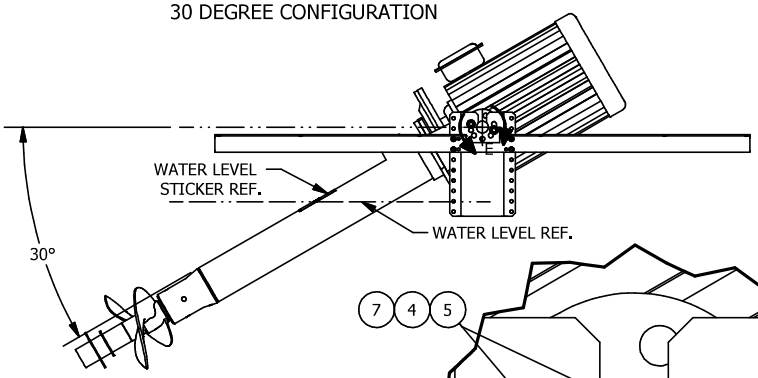
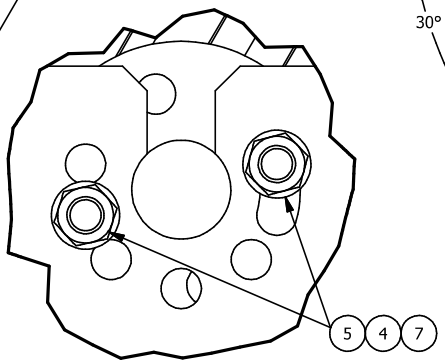
TITLE
DWG ASSY, MOUNT BRACKET KIT, 30/45/60°, 22.5/28" FLANGE

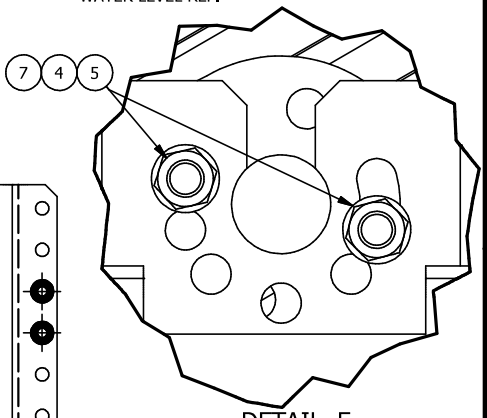
DRAWING NO. 360740		REV. A
SCALE -	SIZE A4	SHEET 2 OF 3



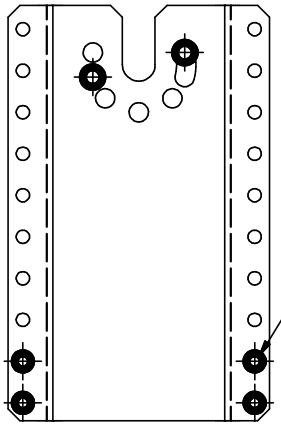




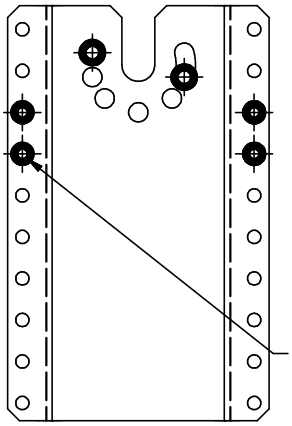
DETAIL D
HARDWARE CONFIGURATION
FOR 60 DEGREE OPERATION.



DETAIL E
HARDWARE CONFIGURATION
FOR 30 DEGREE OPERATION.



'STARTING POSITION' FOR 60 DEGREE OPERATION.
TRIAL ONE UNIT TO ENSURE WATER LEVEL IS AT CENTER OF WATER LEVEL STICKER. ADJUST HEIGHT AS NECESSARY. ONLY OPERATE WHEN WATER IS AT CENTER OF STICKER.



'STARTING POSITION' FOR 30 DEGREE OPERATION.
TRIAL ONE UNIT TO ENSURE WATER LEVEL IS AT CENTER OF WATER LEVEL STICKER. ADJUST HEIGHT AS NECESSARY. ONLY OPERATE WHEN WATER IS AT CENTER OF STICKER.

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BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-

FRACTIONS ± 1/32	ANGLE ± 1°	FINISH 125
WELDMENTS	ONE PLACE ± 0.06	2 PLACE ± 0.03
		3 PLACE ± 0.015
MACHINED PARTS	ONE PLACE ± 0.03	2 PLACE ± 0.01
		3 PLACE ± 0.005

DRAWN	DATE
Joe Widman	1/13/2016
REVISED	DATE

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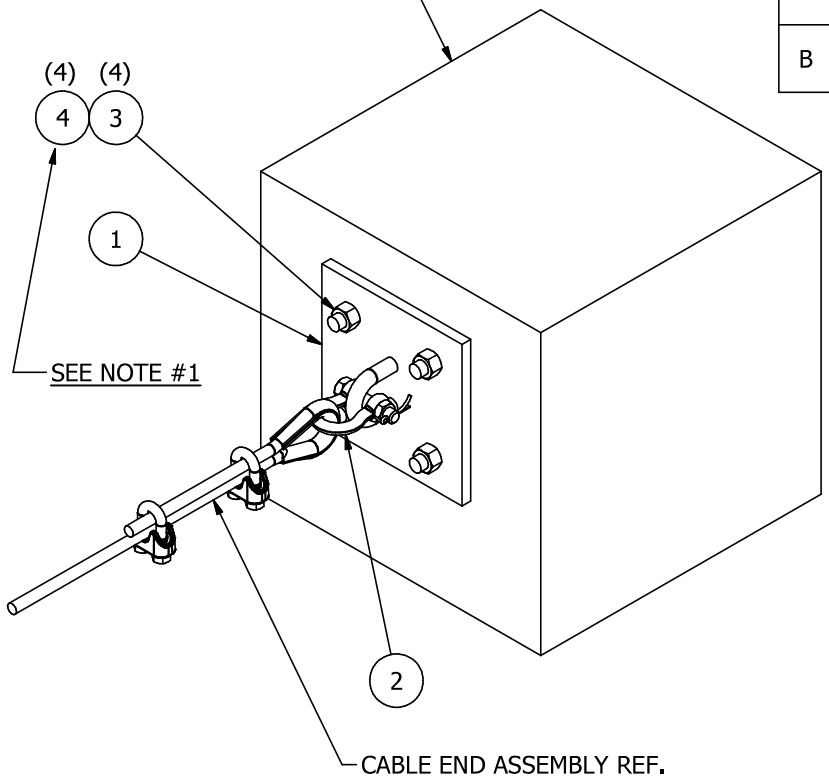
Phone: +1-952-448-6789. Fax: +1-952-448-7293. air@aireo2.com

TITLE
DWG ASSY, MOUNT BRACKET KIT, 30/45/60°, 22.5/28" FLANGE

DRAWING NO.	REV.
360740	A

SCALE	SIZE	SHEET
-	A4	3 OF 3

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	20-3129	RELEASED FOR PRODUCTION	SS	04-28-20
A	21-3232	ADDED GALVANIZED 3/4" SHACKLE ANCHOR PART #215-845	JFW	9-22-21
B	23-3329	REDRAWN IN INVENTOR AND ADDED SHEET #2	JFW	7-27-23



NOTES:

1. ONCE PARABOLT IS INSTALLED, REPLACE HEX NUT SUPPLIED WITH HEX LOCK NUT. (ITEM #4)
2. THIS ASSEMBLY MAY BE USED FOR A 5/8" CABLE ASSEMBLY ALSO.
3. REFERENCE SHEET #2 FOR INSTALLATION HEIGHT REQUIREMENT.

BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	214-508 214-508S	ANCHOR PLATE HEAVY DUTY, GALV. ANCHOR PLATE HEAVY DUTY, S.S.	1
2	215-845 215-825	SHACKLE, 3/4" GALV. SHACKLE, 3/4" S.S.	1
3	215-425	PARABOLT, .625-11UNC X 7.00 LG.	4
4	215-155	NUT, LOCK HEX, .625-11UNC, S.S.	4

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DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

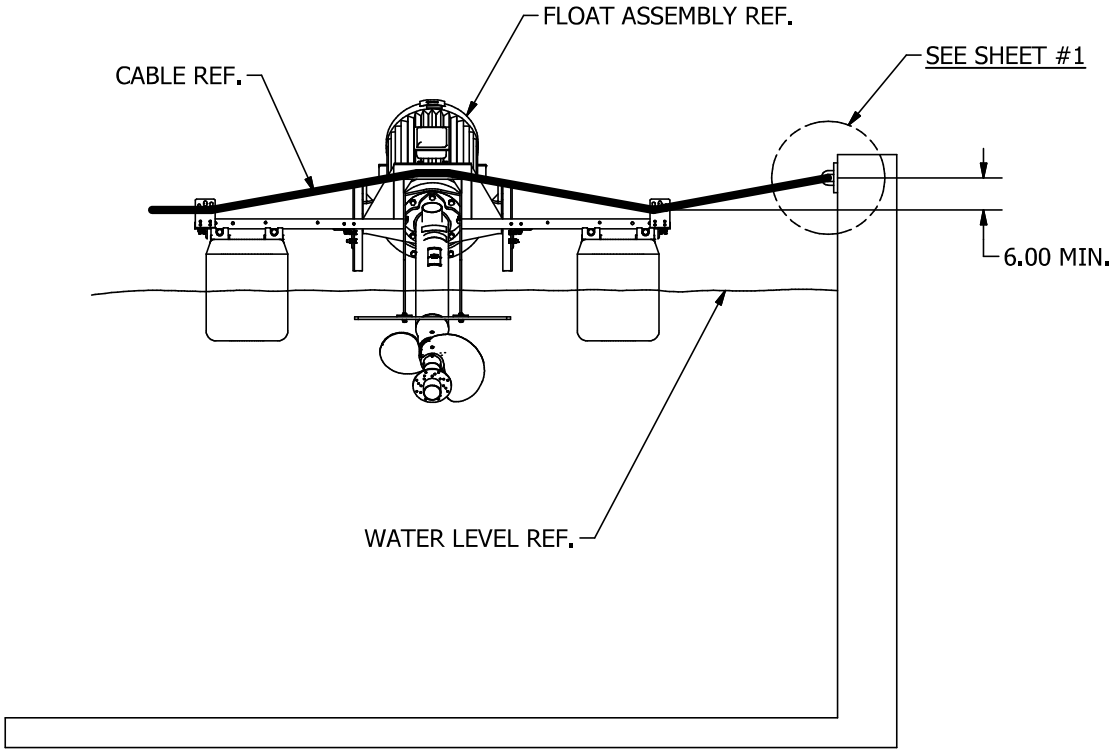
BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

DRAWN: Joe Widman | DATE: 7/27/2023
REVISED | DATE

Newterra Corporation, Inc.
dba Aire-O2
4100 Peavey Rd, Chaska, MN 55318, USA.
Phone: +1-952-448-6788, Web: www.newterra.com

TITLE: WALL ANCHOR, HEAVY DUTY W/SHACKLE, 3/4" ASSEMBLY
DRAWING NO.: 360747
REV.: B
SCALE: -
SIZE: A4
SHEET 1 OF 2



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BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
-UNLESS NOTED OTHERWISE-

FRACTIONS ± 1/32	ANGLE ± 1°	FINISH 125
WELDMENTS	ONE PLACE ± 0.06	2 PLACE ± 0.03
		3 PLACE ± 0.015
MACHINED PARTS	ONE PLACE ± 0.03	2 PLACE ± 0.01
		3 PLACE ± 0.005

DRAWN	Joe Widman	DATE 7/27/2023
REVISED		DATE

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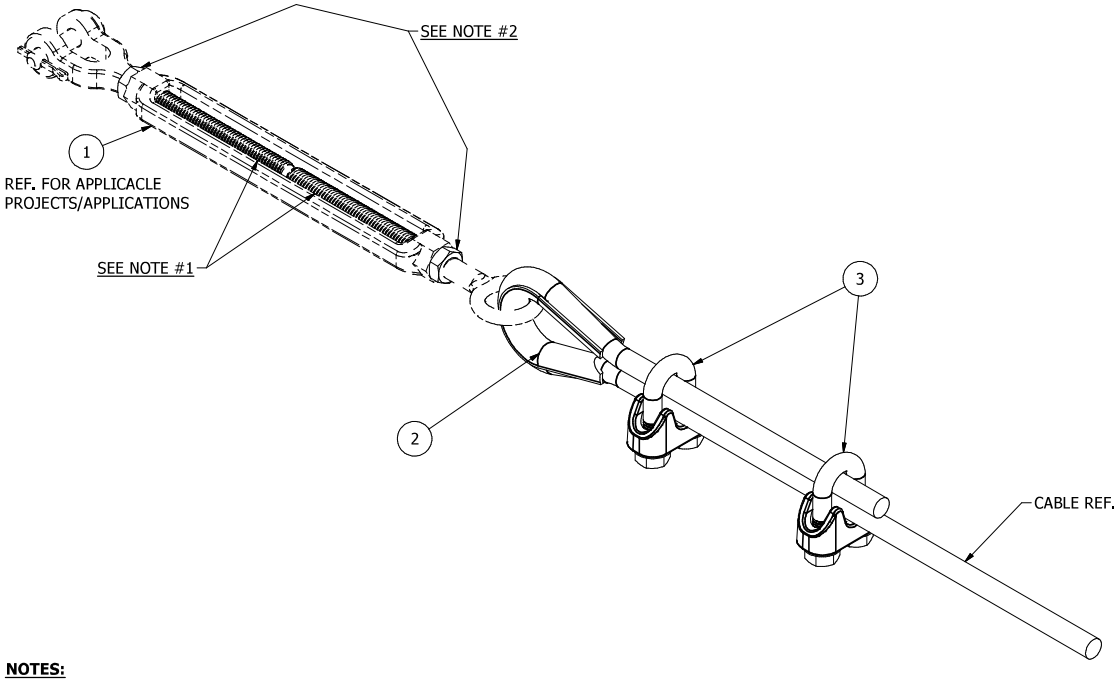
dba Aire-O2
4100 Peavey Rd, Chaska, MN 55318, USA.
Phone: +1-952-448-6788, Web: www.newterra.com

TITLE
WALL ANCHOR, HEAVY DUTY W/SHACKLE 3/4" ASSEMBLY

DRAWING NO. 360747		REV. B
SCALE -	SIZE A4	SHEET 2 OF 2

REVISION HISTORY				
REV	ECO NO.	DESCRIPTION	BY	DATE
-	20-3168	RELEASED FOR PRODUCTION	JFW	11-19-20



NOTES:

1. APPLY ANTI-SEIZE TO THE THREADS ON THE TURNBUCKLE PRIOR TO INSTALLATION/ASSEMBLY.

2. TIGHTEN (2) JAM NUTS AT ENDS OF TURNBUCKLE AFTER IT HAS BEEN TIGHTENED TO FINAL DESIRED POSITION.

BILL OF MATERIAL			
ITEM	PART NO.	DESCRIPTION	QTY.
1	-	TURNBUCKLE	1
2	-	WIRE ROPE THIMBLE	1
3	-	WIRE ROPE CLAMP	2

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DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

BREAK ALL SHARP EDGES AND REMOVE BURRS

TOLERANCE & FINISH
•UNLESS NOTED OTHERWISE•
FRACTIONS ± 1/32
ANGLE ± 1°
FINISH 125
WELDMENTS
ONE PLACE ± 0.06 | 2 PLACE ± 0.03 | 3 PLACE ± 0.015
MACHINED PARTS
ONE PLACE ± 0.03 | 2 PLACE ± 0.01 | 3 PLACE ± 0.005

Aeration Industries International, LLC.
4100 Peavey Rd. Chaska MN 55318-1165 www.aeration.com
Phone: 1-952-448-6479 Fax: 1-952-448-7293 sales@aeration.com

TITLE
CABLE END ASSEMBLY

DRAWING NO.
360757

REV
-

DRAWN
Jon Wickum

DATE
11/19/2020

REVISED

DATE

SCALE
-

SIZE
B 11" X 17"

SHEET 1 OF 1

Terms and Conditions

1. PURCHASE ORDER:
   Newterra ("Seller") will initiate work upon written acceptance of a complete order from a purchasing party ("Buyer"). A complete order includes a signed purchase order which includes the overall price of Agreement and scope of supply, purchase order number, payment terms, billing and shipping addresses, Tax Identification Number.

2. APPLICABILITY / SCOPE:
   All goods and services provided shall be governed by the terms and conditions set forth herein. Any modifications to these terms or to the scope of any purchase order or project hereunder, shall be mutually agreed upon and set forth in writing executed by both parties. Such writing shall clearly set forth the nature and extent of the change, and, if applicable, any adjustment in price associated with such change.

3. SCHEDULE/RENTAL TERM:
   Upon receipt of Purchase Order, unless the proposal is based on a firm schedule as noted, Seller and Buyer shall agree to a schedule and timeline for provision of scope, unless otherwise agreed to in writing.

   In the event of Buyer caused delay, Seller shall be entitled to readjustment of schedule based on the impacts due to the delay. Seller shall advise Buyer, in writing, of the revised schedule. Seller shall be entitled to compensation from all costs associated with Buyer caused delay.

   The Rental Term will begin on the date the Equipment is scheduled to ship and will continue for the minimum term as detailed in the accompanying Rental Quotation. If the equipment is not returned to Seller by the end of the rental term, unless agreed by both parties under a formal contract extension, Seller may exercise the right to seize the equipment under terms of this agreement. Until the equipment is returned, Seller rental charges shall continue to accrue on a monthly basis. These non-prorated rental charges will be invoiced beginning on the anniversary date of the scheduled shipment.

4. CREDIT APPROVAL:
   All new purchase orders are subject to mandatory credit approval for first time Buyers and discretionary credit approval for repeat Buyers (credit approval form available from Seller upon request). Should Seller learn of any information that causes Seller concern about Buyer's ability to perform any of its obligations owing to Seller under a Purchase Order, Seller has the right to request Buyer to provide Seller adequate assurance of due performance on such terms as are deemed reasonable by Seller when acting in good faith, including the right to demand full or partial payment from Buyer as demanded by Seller, or the right to adequate surety. Terms without credit approval are prepaid for the full length of the Agreement.

5. EQUIPMENT OWNERSHIP AND ACCESS:
   All Equipment is and remains the property of Seller. All media is the property of Seller upon delivery and Seller accepts all responsibility for its disposal unless prior arrangements are made between Buyer and Seller. Seller will have the right to inspect the Equipment during regular business hours to observe its operation and use. The Equipment may not be removed from the original location without the prior written consent of Seller.

6. RETURN OF EQUIPMENT.
   No Equipment will be returned to Seller without prior notification to Seller and appropriate documentation. Buyer must notify Seller at least two weeks in advance of return and provide adequate documentation. Without Seller's authorization, the Equipment will not be accepted at any Seller facilities and will be returned to Buyer at Buyer's expense. In addition, Buyer is responsible for any costs, damages, or fees incurred due to unauthorized transport of Equipment and/or media.

7. PRICING/TAXES:
   The price to be paid by Buyer shall be mutually agreed upon by the parties and set forth in writing. Unless otherwise agreed to, prices quoted do not include any State, Provincial or local sales or use tax, special fees, duties or custom fees, freight and handling charges, or export crating costs that may be added to the price at invoicing. The Buyer agrees to make payments as described herein. If Seller is subjected to any such tax in connection with this sale or the delivery; the same shall be added to the purchase price and Buyer shall be responsible for paying that tax or reimbursing Seller therefore within 30 days. If Buyer is Tax Exempt, valid documentation in the form of an applicable tax-exempt certificate or direct pay permit must be provided at time of Purchase Order to be considered.

8. PAYMENT CONDITIONS:
   All orders require payment in advance unless credit has been established. Payment shall be made in the currency quoted without discount. Minimum billing amount is $100. Shipments outside of the U.S.A. and Canada shall be prepaid or drawn from an irrevocable Letter of Credit.

   Processing fees may be assessed for additional costs incurred for credit card charges, returned checks, Letters of Credit, or other bank charges. Wire transfers should be initiated with all bank charges paid from the account of the Buyer. Seller reserves the right to specify the method and/or timing of payment (including prior to shipment).

   The Seller will be entitled to a late penalty calculated at a rate of 1.5% per month (18% per annum) or if lower, at the maximum rate permitted by law, for any payment not made by the date due. If legal proceedings are instituted for collection of overdue accounts unpaid after 30 days, the Buyer will be liable for all costs adjudged by the court, including court costs and reasonable attorney fees.

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If the Buyer disputes any portion of an invoice, they shall notify Seller in writing with specific details and pay the undisputed portion as per the executed purchase order. Buyer shall reimburse all costs incurred in collection of past due amounts including but not limited to attorney's fees, court costs and collection fees incurred by Seller.

At Seller's option, Letters of Credit will be accepted by Seller when compliant with the following: The Letter of Credit must (a) Be IRREVOCABLE and CONFIRMED by a U.S.A. or Canadian bank; (b) Be in favor of Seller; (c) State payment is by site draft payable; (d) State that ALL bank charges, including those outside the country of origin, are to be applied to BUYER'S account; (e) Must state Ex-Works, point as factory unless terms of Pro Forma Invoice specify otherwise, (f) Be advised through a class A bank and show Buyer as applicant for the Letter of Credit.

9. CONSENT TO SEIZE EQUIPMENT:
By executing this agreement, the Buyer expressly consents that the Buyer and the owner of the property on which the equipment is located authorizes Seller to access the Equipment for the purpose of removing it from site in the event of breach or non-payment as defined by this agreement and will provide Seller with complete access to its equipment and cooperate with and facilitate Seller's removal efforts after Seller provides the Buyer with fourteen (14) days' notice of the payment failure. This access will include any machinery (vehicles, fork truck, crane, etc.) and personnel required to decommission the equipment, prepare it for shipment and load it on a truck, as required based on the type of Equipment involved. Removal of the Equipment by Seller does not relieve Buyer of the requirement to pay for the use of the Equipment up to the date the Equipment is removed from site. Furthermore, the Buyer will be invoiced for costs associated with Seller's recovery of the Equipment. Buyer further agrees that Seller shall be entitled to the immediate entry of injunctive relief in favor of Seller in the event that the Buyer does not fully comply with and fulfill all of its obligations in this paragraph.

10. DAMAGE DEPOSIT:
Prior to the shipment of the Equipment, the Buyer shall remit a refundable security deposit to the Seller. Upon the timely return of the Equipment to the possession of the Seller, the security deposit shall be credited to the Buyer's account within a period not exceeding two weeks, subject to deduction for any necessary repair costs incurred due to damages. The Seller reserves the right to withhold a portion or the entirety of the security deposit to cover such repair expenses, with any remainder promptly refunded to the Buyer.

11. CONSUMABLES AND RELATED PARTS:
The Buyer agrees to utilize consumables including but not limited to media, filters and other related items supplied by Seller in conjunction with the rented equipment. No component substitutions or chemicals will be utilized without prior written approval from Seller.

12. OPERATION AND MAINTENANCE:
The Buyer is responsible for all labor and material costs associated with operating and maintaining the system unless otherwise stated in a separate Maintenance Agreement included with the Rental System Agreement. The Buyer is responsible for maintaining a log of all repairs and maintenance tasks performed by any party other than a Seller employee. These logs must be submitted to Seller every month. Failure to produce accurate logs, indicating that the provided maintenance checklist is being adhered to, will result in a mandatory service visit from a seller field technician at the Buyer's expense.

The Buyer is responsible to ensure that the Equipment is operated under proper conditions as defined by the Proposal and/or the Operations and Maintenance Manual. All required maintenance must be performed on schedule. Buyer acknowledges that any improper use, maintenance, or modification of the equipment provided hereunder, or use of unqualified maintenance or service technicians will severely impair the operational effectiveness of the entire system.

The Buyer is responsible for the repair of any damage due to improper operation, improper or lack of maintenance, or any modification caused to the Equipment during Rental Period. This includes the cleaning of any vessels. Any costs associated with required repair or replacement of the equipment, including any labor and administrative fees will be the responsibility of the Buyer.

Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against any and all third-party claims arising, in any manner, out of: (a) Buyer's neglect of the equipment; (b) Buyer's use of technicians not authorized by Seller to service the equipment; or (c) Buyer's improper use or modification of the equipment or failure to follow the operational and maintenance procedures provided with the equipment.

13. MEDIA
Seller is required to schedule and complete any carbon or media removal or changeout unless agreed by parties in writing. TCLP on spent media is required for disposal.

14. EQUIPMENT FAILURE:
If the equipment fails during the term of the Rental Period, the Buyer must notify Seller in writing. Buyer will work with seller to determine the cause of failure. If the failure is attributable to Seller, then Seller will suspend rental invoicing for the down time. The minimum rental period will only be counted for time that the rental system is being invoiced. If the system is down due to operation failure and the rental invoices are suspended, then this down time will not count towards the minimum rental period.

This does not include equipment stoppage or failure due to lack of maintenance by the Buyer unqualified technicians, failure due to undisclosed site conditions, or any other reason not attributable to Seller. In these cases, Buyer

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shall be responsible for any and all costs associated with Seller's investigation and repair of the equipment.

15. COMPLIANCE WITH LAWS AND REGULATIONS:
Buyer will use the Equipment in compliance with all applicable Federal, State and Municipal laws and regulations. Buyer will not use the Equipment for removal of any material such as dioxins, PCB's or radioactive materials which are not transportable under U.S. Department of Transportation specification 57. Buyer acknowledges that is has received and is familial with Seller's labeling and literature, including applicable instructions, concerning the Equipment and will forward such information to its employees who use or handle the Equipment.

16. TECHNICAL ASSUMPTIONS:
This proposal and pricing are based on Seller's interpretation of the sections of any RFP or specification that have been made available to Seller. Exceptions have been noted wherever possible. In the event of a conflict between the language in the specification or the proposal, Buyer agrees that the language in the proposal takes precedence and is the basis of the proposed pricing and scope.

17. HEALTH & SAFETY:
Any health and safety requirements, training or certification needs for entering a project site must be communicated at the time of Order. It is the Buyer's responsibility to ensure that field technicians operating on live panels, moving equipment, confined space or in any other proximity to Seller supplied equipment are informed and equipped with the appropriate PPE, training, and procedures. Seller assumes no responsibility for improper or inadequate health and safety practices by Buyer or third party.

18. APROVALS, PERMITS & INSPECTIONS:
The Buyer shall be responsible for obtaining any required permits and approvals required to operate the rental system. This includes but is not limited to air and water discharge permits, electrical and gas approval and hookup permits, local building permits. The Seller is not responsible for any such items unless otherwise specified in the proposal.

All required site inspections including, but not limited to electrical, building and fire are the responsibility of the Buyer/Owner; the Seller is not responsible for any such items.

19. CONTAMINATION:
The Buyer shall not use the equipment for treating PCBs or other hazardous material or on sites where hazardous contamination is present without prior agreement with Seller. If hazardous material is found during operation, the Buyer will contact Seller as soon as possible and will return the unit, upon completion of the contract, to Seller after the unit has been cleaned by an appropriately approved hazardous cleaning facility. This facility will guarantee the equipment to be hazardous free. Any equipment which cannot be approved hazardous free will be removed and replaced at the Buyers expense.

20. CONFIDENTIAL & PROPRIETARY INFORMATION:
Buyer acknowledges that the information and processes utilized by Seller in the design, manufacture, and supply of its products and systems are confidential and proprietary to Seller. Buyer agrees to treat as confidential and proprietary any such information or processes, including, but not limited to, design information or data, proposals, software, schematics, drawings, operational and maintenance manuals, testing procedures or other similar technical information ("Confidential Information") provided by Seller in connection with the supply or installation of products or systems hereunder, and will, at a minimum, protect any such confidential Information in a manner commensurate with the measures taken to protect Buyer's own confidential or proprietary information. Seller retains all rights, titles and interests in all such Confidential Information and Buyer shall not use or otherwise disclose to any third party any such Confidential Information except to the extent authorized by Seller in writing.

21. INTELLECTUAL PROPERTY RIGHTS:
Excepting for the benefit of air and/or water treatment as contemplated by the design of the equipment, all rights, benefits from any value received as a result of the use of intellectual property, equipment, information or advice provided by Seller remain the sole property of Seller, specifically, including, but not limited to, as it may relate to carbon or water credits, etc.

The Seller retains any and all intellectual property rights in and to the equipment, services, and/or information supplied hereunder (including, but not limited to, patents, copyrights, trademarks and trade secrets) ("Intellectual Property").

Buyer is not granted any interest, right, or license with respect to any such Intellectual Property, except to use the equipment, services and/or information for the purposes for which it is specifically provided to Buyer in accordance with the terms and conditions hereof.

Seller shall indemnify and hold Buyer harmless from and against all third-party claims of infringement or alleged infringement arising out of Buyer's use of any equipment, services, or information supplied by Seller hereunder. Provided, however, that Seller's indemnity obligation hereunder shall not apply to, and Seller shall not be responsible for, any claims to the extent arising out of Buyer's modification of Seller's equipment, services or information, or use of such equipment, services or information: (a) in combination with equipment, services or information not supplied by Seller, or (b) in the operation of any process or in any other manner inconsistent with the purpose for which Seller's equipment, services or information were intended.

Unless specified, programming for Seller's custom equipment and systems is proprietary and will remain the

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property of Seller and is not available for distribution to Buyer or others at any time.

22. INSURANCE COVERAGE PROVIDED BY BUYER:
Buyer shall, at its own expense, insure the Equipment in the name of and for the benefit of Seller against all risks, including but not limited to fire, flood, explosion, theft, vandalism or otherwise. Such insurance shall cover the total replacement value of the Equipment listed on the Rental Quote and meet the minimum required limits listed below. Buyer shall provide Seller with a certificate of such insurance coverage naming Seller as Additional Insured and Loss Payee with provision for notification to Seller of any change in coverage and/or cancellation. Buyer shall maintain such coverage during the term of this rental and for any additional period in which such Equipment is in its possession including the period of shipment to Seller. Minimum required insurance limits:

Commercial General Liability- $1,000,000 Each Occurrence,

Automobile Liability- $1,000,000 Each Occurrence,

Umbrella Liability/Excess- $4,000,000 Each Occurrence,

Workers Compensation- $1,000,000 Each Accident,

Cyber Liability- $ 1,000,000 Aggregate Limit

Buyer policies are primary and non-contributory and shall include waivers of subrogation in favor of Seller on Commercial General Liability, Auto, and Workers Compensation policies. Umbrella Policy follows the form of underlying policies in favor of Seller.

23. BUYER INDEMNIFICATION:
To the fullest extent permitted by law, Buyer hereby agrees to protect, defend, indemnify and hold harmless Seller and its affiliates, managers, shareholders, directors, officers and employees from and against all losses and damages incurred and all liability to others and all claims, causes of action and suits, for personal injury, including death or property damage arising out of the acts or omissions of Buyer or Buyer Parties. Buyer agrees to pay all costs and expenses paid or incurred by Seller in enforcing its rights hereunder, including without limitation, attorney's fees, and court costs.

24. SELLER INDEMNIFICATION:
To the fullest extent permitted by law, Seller hereby agrees to protect, defend, indemnify and hold harmless Buyer and its affiliates, managers, shareholders, directors, officers and employees from and against all losses and damages incurred and all liability to others and all claims, causes of action and suits, for personal injury, including death or property damage to the extent such is caused by the negligent acts or omissions of Seller or Seller Parties. Seller agrees to pay all costs and expenses paid or incurred by Buyer in enforcing its rights hereunder, including without limitation, attorney's fees, and court costs.

25. NON-WAIVER:
The parties' failure to demand strict performance or to otherwise enforce any rights hereunder shall not constitute a waiver of any rights hereunder. No claim arising out of a breach hereof may be discharged in whole or in part by a waiver of the claim unless supported by consideration and set forth in a writing signed by the waiving party. Any such waiver shall apply to the specifically identified claim only and shall in no way constitute a waiver or discharge of any other prior or subsequent claim.

26. BREACH/DEFAULT:
In addition to any failure to comply with any other term or condition as set forth herein, the occurrence of any of the following events shall constitute a breach/default on the part of Buyer: (a) If Buyer shall become insolvent or make a general assignment for the benefit of creditors; (b) If a petition for Bankruptcy is filed by or against Buyer; (c) If, at any time Buyer fails to fulfill its obligations under the terms and conditions hereof, or acts in such a manner as to endanger performance of such obligations; (d) If Seller shall reasonably believe that Buyer will not timely fulfill its obligations, including payment or otherwise perform hereunder, and Buyer is unable to provide reasonable assurances that such timely performance will occur.

Upon breach/default by Buyer, Seller may terminate the contract or agreement by giving notice to the Buyer. Such termination may be effective immediately at the sole choice and discretion of Seller. In the event of a breach and contract termination, Buyer is still responsible for all costs incurred by Seller.

27. SUSPENSION:
If any project or order, for which Seller is to supply goods and/or services hereunder, is requested to be suspended by Buyer for any reason other than a breach by Seller, Seller shall cooperate with Buyer in rescheduling any planned or ongoing work, and in otherwise complying with the suspension instructions. However, Buyer must provide reasonable written notice to Seller for any requested suspension. Seller shall reserve the right to adjust the scheduling, pricing, and/or billing due to any impact of the approved suspension. Provided, however, that in the event of any such suspension which continues for a period of 90 days, Seller shall be entitled to terminate that order, without any further liability or obligation of Seller thereunder.

Seller, may by written notice to Buyer, suspend this order due to any of the following: (i) Buyer fails to perform in accordance with the delivery schedule; (ii) Buyer fails to properly pay Seller for any properly submitted invoices; (iii) Buyer has breached or otherwise failed to comply with any provision of this order that is capable of being cured and Buyer does not cure the same within a period of five (5) calendar days after receipt of written notice from Seller.

28. TERMINATION FOR CAUSE:
Should Buyer be in breach under this Rental Agreement, Seller shall have the right, as well as all other rights per the applicable law to request to terminate all or part of any unperformed portion of this Purchase Order by reasonable written notice to Buyer. Upon receipt of such notice, Seller shall immediately stop the rental of the Equipment on the portion of the order terminated or canceled. In the event of

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such termination, Buyer shall be liable for the value of the remaining Rental Period that cannot be cancelled, prior to the time that notice of termination is given.

29. CANCELLATION OF THIS AGREEMENT:
This Agreement is structured as a Rental Agreement only. It is not subject to cancellation except by mutual consent and on terms that will indemnify Seller against loss. If any project or order, for which Seller is to supply goods and/or services hereunder, is terminated before the minimum rental period is met, or before shipment of the project, Seller shall be entitled to charge 60% of the remaining payments to meet the minimum rental period listed in this agreement. Additional costs incurred as a direct result of termination may include, but are not limited to, freight and storage charges, costs of labor, transportation, travel and living expenses for support.

30. FORCE MAJEURE:
Neither party shall be liable for any cost increase, failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires; floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; epidemic; pandemic; changes in laws, delays in transportation; sabotage; or fuel, power, material or labor shortages.

31. LIMITATION OF LIAIBLITY:
Under no circumstances whatsoever will Seller be responsible for liquidated, indirect, special, incidental or consequential damages including, but not limited to, lost business, overhead, loss of use of property, delay, damages, lost profits or third party claims, whether foreseeable or not, even if Seller has been advised of the possibility of such damages in connection with , use or performance of the equipment or the provision of maintenance services by Seller regardless of whether such claims are alleged to have arisen out of breach of warranty, breach of contract, stricter absolute liability in tort, or other act, error or omission or any other cause whatsoever, or any combination of the foregoing.

Under no circumstances whatsoever will Seller be responsible for direct damages in excess of 50% of the contract value.

32. ASSIGNMENT:
The rights and responsibilities of the Buyer as set forth herein are personal to the Buyer and may not be assigned or delegated without the prior written consent of Seller.

33. APPLICABLE LAW / DISPUTES:
Buyer acknowledges that the “Terms” from the Contract are deemed to be made in Pennsylvania for transactions in the U.S.A. and in Ontario for transactions in Canada, and that Buyer, in relation to this project, is deemed to be transacting business in Pennsylvania (U.S.A. transactions) and Ontario (Canadian transactions). It is the expectation of the parties that any disputes arising hereunder, whether in contract, tort or otherwise, will be amicably resolved by mutual agreement of the parties.

Any dispute, involving the supply of goods or services within the U.S.A. or Canada, which cannot be amicably resolved by the parties, shall be submitted to binding arbitration in accordance with the applicable rules and regulations of the Canadian Arbitration Association for Canadian contracts or the American Arbitration Association for U.S.A. and all other contracts. The substantive law of Pennsylvania for U.S.A. contracts or Ontario for Canadian contracts shall apply to any such arbitration, which shall be conducted in Pittsburgh, Pennsylvania (U.S.A. contracts) or Ottawa, Ontario (Canadian contracts).

Nothing herein shall be construed as preventing Seller from enforcing any claim or right to a mechanic’s lien or any claim or right against a bond regardless of where such a claim must be filed or enforced.

34. ENTIRE AGREEMENT/MODIFICATION:
The within agreement is the entire agreement of the parties relative to this transaction and there are no other conditions applicable hereto not set forth herein. This agreement shall not be modified except in a writing signed by both Buyer and Seller.

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City of Santa Fe
Emergency Determination Form

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, **City of Santa Fe**

Department Director: John Dupuis

Department Contact: _P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **A. Name of Contractor: AquaSight**

Address of Contractor: 1650 W. Big Beaver Rd., Troy MI 48084

Amount of prospective contract: $350,000.00

Term of prospective contract: Three years

B. Name of Contractor: Great Western Electrical

Address of Contractor: 3310 Girard NE, Albuquerque, nm 87107

Amount of prospective contract: $155,690.08

Term of prospective contract: One year

C. Name of Contractor: Carollo Engineers, Inc.

Address of Contractor: P. O. Box 30835, Salt Lake City, UT 84130-0835

Amount of prospective contract: $80,000.00

Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing

Address of Contractor: 1012 Marquez Pl Ste 301B, Santa Fe, NM 87505

Amount of prospective contract: $264,463.70

Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer

Address of Contractor: 100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109

Amount of prospective contract: $2,718,000.00

Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC

Address of Contractor: 18 La Luna Rd, Santa Fe, NM 57507

Amount of prospective contract: $2,465,837.04

Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin

Address of Contractor: 2701 Miles Rd. SE, Albuquerque, NM 87106

Amount of prospective contract: $180,000

Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)

Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007

Amount of prospective contract: $903,214.87

Term of prospective contract: Three Years

GRAND TOTAL: $7,117,250.69

The attached contractors and their associated scopes of work will assist City staff in bringing the wastewater reclamation facility into compliance.

Location of Services: Paseo Real Wastewater Reclamation Facility, 73 Paseo Real, Santa Fe, NM 87507

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

1. Emergency funding request to remediate issues currently affecting the WWTF
   a. Contractors: Hazen and Sawyer ($2.7M), AAC construction (est.$2.5M), Carollo ($80k), Aquasight ($350k), ITSQuest (scheduler $264k), Great Western ($156k), Molzen Corbin ($180k), Rain for Rent ($903K)
   b. Improvements Plan
      - Quarterly Reporting disconnect
      - Weekly Meetings with NMED
      - Unit Process Operating Strategy documentation (Carollo/Hazen)
      - Instrumentation Implementation
      - Model Development/SCADA Integration
      - Sample and Reporting External Support
      - Advanced SCADA for Each Process
      - Unit Process Improvements

See attached proposals and scopes of work for details.

IV. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.**

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC)' regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

EPA Region 6 Administrative Order Attached.

III. **Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

By immediately bringing these contractors in to perform their requested scopes of work, we can begin to bring the facility into compliance, thereby eliminating or minimizing the associated risks to public health and safety associated with the non-compliant discharge.

IV. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

It is our goal and desire to prevent the conditions that precipitated the need for this emergency procurement by implementing the measures afforded by this emergency procurement.

Certified by:

_____ Apr 3, 2024

City Chief Procurement Officer, Travis Dutton-Leyda **Date**

City Approval by:

John Dupuis (Apr 4, 2024 10:44 MDT) Apr 4, 2024

Department Director, John Dupuis **Date**

Marcos Martinez Apr 3, 2024

Marcos Martinez (Apr 3, 2024 17:03 MDT)

City Attorney, Erin McSherry **Date**

John Blair
John Blair (Apr 3, 2024 18:09 MDT)

Apr 3, 2024

City Manager, John Blair **Date**

Emily K. Oster

Apr 4, 2024

Finance Director, Emily Oster **Date**

Note: All emergencies must be posted to the SPD website:
https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx
and the City of Santa Fe's website:
https://santafenm.gov/finance-2/purchasing-1/solicitations

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6
FINDINGS OF VIOLATION AND COMPLIANCE ORDER
Docket Number: CWA-06-2024-1745; NPDES Permit Number: NM0022292

STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.

3. At all times relevant, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which are "waters of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.

4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.

5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.

7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.

8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.

9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.

10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.

11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.

12. Administrative Order (AO) Docket Number CWA-06-2019-1773 was issued on March 29, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on May 31, 2019.

13. Administrative Order (AO) Docket Number CWA-06-2019-1818 was issued on August 26, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on October 23, 2019.

14. Administrative Order (AO) Docket Number CWA-06-2021-1725 was issued on June 1, 2021, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on June 11, 2021.

SECTION 309 (a)(3) COMPLIANCE ORDER

Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

A. Within thirty (30) days of the effective date of this Order, Respondent shall submit a list of the specific actions taken to correct the reporting and effluent violations cited in this Order.

B. Within thirty (30) days of the effective date of this Order, Respondent shall provide written certification to EPA, Region 6 that the violations cited herein have been corrected and that the facility is in compliance with the requirements of the permit.

C. In the event that Respondent believes complete correction of the violations cited herein is not possible within thirty (30) days of the effective date of this Order, Respondent shall, within thirty (30) days of the effective date of this Order, submit a comprehensive written plan for the elimination of the cited violations within the shortest possible time for EPA review. Such plan shall describe in detail the specific corrective actions to be taken and why such actions are sufficient to correct the violations. The plan may include interim corrective measures to address effluent limit violations as quickly as possible followed by subsequent permanent measures. The plan shall include a detailed schedule for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

D. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.

E. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.

F. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Nancy Williams
williams.nancy@epa.gov

and

Ms. Mona Tates
tates.mona@epa.gov

GENERAL PROVISIONS

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

March 4, 2024
Date

Cheryl T. Seager
Digitally signed by Cheryl T. Seager
Date: 2024.03.04 16:05:14 -06'00'

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

This proposal provides an offer to provide staffing services. ITSQuest, Inc. offers a variety of employment and human resource services. A rate quote on additional services will be provided quickly.

Offer to:

John Dupuis
City of Santa Fe Public Utilities Department
1142 Siler Road
Santa Fe, NM 87507
Phone: 505-955-4209
Email: jedupuis@santafenm.gov"

Position Title	Location	Dates of Service FY2024	Hourly Rate	Weeks	Weekly Units	Unit totals	Rate **	Subtotals	GRT Rate	GRT	Total Budget
Project Manager	SF	4/1/2024 - 6/30/2024	$63.10	13	40	520	$94.02	$48,889.88	8.1875%	$ 4,002.86	$52,892.74

TOTAL PO AMOUNT $52,892.74

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.

** To avoid overtime reiumbursements, temporary employees may not work over 40 hours per week.

Price Agreement Number: 40-00000-23-00027

Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)

Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

Lola Priest

Signature

This offer is open for a period of thirty days. Acceptance by the offeree must be bound by issuing a purchase order.

This proposal provides an offer to provide staffing services. ITSQuest, Inc. offers a variety of employment and human resource services. A rate quote on additional services will be provided quickly.

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John Dupuis
City of Santa Fe Public Utilities Department
1142 Siler Road
Santa Fe, NM 87507
Phone: 505-955-4209
Email: jedupuis@santafenm.gov"

Position Title	Location	Dates of Service FY2025	Hourly Rate	Weeks	Weekly Units	Unit totals	Max Bill Rate **	Subtotals	GRT Rate	GRT	Total Budget
Project Manager	SF	7/1/2024 - 6/30/2025	$63.10	52	40	2080	$94.02	$195,559.52	8.1875%	$ 16,011.44	$211,570.96

TOTAL PO AMOUNT $211,570.96

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.

** To avoid overtime reiumbursements, temporary employees may not work over 40 hours per week.

Price Agreement Number: 40-00000-23-00027

Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)

Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

Lola Priest

Signature

This offer is open for a period of thirty days. Acceptance by the offeree must be bound by issuing a purchase order.

MOLZENCORBIN

March 20, 2024

Mr. Michael Dozier
Wastewater Division Manager
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-0909

RE: Emergency Purchase Order to Address EPA Administrative Order CWA-06-2024-1745 Citing Violations at the City of Santa Fe Paseo Real WWTP.

Dear Mr. Dozier:

The City of Santa Fe has requested that Molzen Corbin provide this Proposal for Engineering Services to assist in compliance with Administrative Order CWA-06-2024-1745. The Administrative Order was issued to the City of Santa Fe by the U.S. Environmental Protection Agency (USEPA) on March 4, 2024.

Molzen Corbin is one of the most experienced wastewater engineering firms in New Mexico. We have extensive experience designing, upgrading and retrofitting wastewater treatment facilities for communities throughout New Mexico. Our engineering staff regularly designs process modifications to improve performance at wastewater treatment facilities throughout the state.

We have assisted many communities when they have been issued Administrative Orders by the USEPA. We are experienced at working through the Administrative Order process to help communities comply with both the order and the conditions of their NPDES Permit. We have developed a template for responses to Administrative Orders and can assist them with their response.

Our process engineers work with the community's engineers and operators to evaluate data and assess operating conditions to solve water quality discharge problems. We may recommend changes to operating procedures, upgrades to existing facilities, replacement of aging equipment or installation of new infrastructure to improve effluent quality.

The City has expressed that Molzen Corbin develop a data-driven decision making approach to solving the problems at the Paseo Real Wastewater Treatment Facility. The City would like Molzen Corbin to explore ways that the Facility can be updated and streamlined so processes are equipped with that latest technology that is available.

Molzen Corbin understands that time is critical. The City of Santa Fe must submit a response to USEPA by April 3, 2024 as directed in Compliance Order Section C of the Compliance Order.

WILLINGNESS AND CAPABILITY

Molzen Corbin currently has staff available with the necessary expertise to assist the City of Santa Fe in complying with the Administrative Order. If the City needs services not offered by Molzen Corbin, this proposal includes fee for Additional Services that would allow Molzen Corbin to hire subconsultants. Additional Services may be used to explore multiple approaches to solving problems.

SCOPE OF SERVICES

This project may include but is not limited to the following:

- Research
- Process Engineering
- Design
- Construction Administration
- Telemetry and Controls

COMPENSATION
We propose to perform the Work described above on a Time and Materials basis based on our current Standard Billing Rates enclosed herein.

Basic Services – not to exceed $80,000 would include but not be limited to:

- Research
- Design
- Construction Administration

Additional Services – not to exceed $100,000 would include but not be limited to:

- Process Engineering
- Telemetry and Controls
- Other specialized services to be determined.

If you have any questions or require additional information, please contact Mr. Steve Morrow, P.E. at 505.242.5700.

Sincerely,

MOLZEN CORBIN

Kevin W. Eades, P.E.
Chief Executive Officer

Enclosure

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

DEPARTMENT	BILLING CATEGORIES	2023 RATES
Architectural	Senior Principal Architect	273
	Principal Architect	252
	Senior Architect	210
	Project Architect	168
	Registered Architect	158
	Intern Architect 2	121
	Intern Architect 1	95
	Senior Architectural Designer	142
	Architectural Designer I	137
	Planner	111
	Landscape/Irrigation Designer	111
Civil Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	189
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Senior Civil Design Specialist	173
	Engineering Design Specialist	147
	Senior Engineering Design Tech	153
	Engineering Design Tech	116
	Associate Engineering Design Tech	95
Electrical Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	210
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	126
	Engineering Design Specialist	147
	Engineering Design Tech	116
	Associate Engineering Design Tech	95
Mechanical	Senior Mechanical Engineer	195

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

Water Resource Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Sr. Engineering Design Specialist	168
	Engineering Design Specialist	142
	Engineering Design Tech	116
	O & M Specialist	116
	Associate Engineering Design Tech	95
CADD / Survey	CADD Operator II	84
	CADD Operator I	74
	Survey Technician	111
	Two Person Survey Crew	222
	Two Person GPS Survey Crew	247
	Licensed Surveyor	231
Construction Observation	Senior Observer/Manager	111
	Senior Observer	105
	Observer	100
Administration	Administrative Aide II	79
	Administrative Aide I	58
	Administrative Support	105
	Grants/Technical Administrator	116
	Computer Technician	126
	Senior Technical Writer / Editor	100

Miscellaneous Expenses

Copies	Per Copy	$0.11
Color Copies	Per 8 1/2 x 11 Copy	$1.00
Color Copies	Per 11 x 17 Copy	$2.00
Prints/Plots(24x36)	Per Sheet	$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

Carollo Engineers, Inc.
On Call Engineering Services for
Water and Wastewater Processes and Treatment

SCOPE OF WORK
TASK ORDER 24-WW-01
Establishing Operational Excellence
March 19, 2024

The City of Santa Fe requested assistance to establish knowledge management tools that can be used to document the intent and nuances of each unit process. The resulting documentation can be used for training for new hires and refresher training for existing staff.

An evaluation of current conditions can help define available data, design parameters and current work routines. A gap analysis is typically used to establish the current conditions. From that analysis a more robust approach to formalize a variety of work practices and facility documentation that, if addressed, could provide more consistent facility operation. Consistent facility operation will result in reduced operating costs, less variable facility outputs, and improved O&M awareness.

Initially, three documents are desired. Two are Area Procedures and Expectations (APEs) to capture unit process information: Non-Potable Water Distribution (NPWD) and the Oxidation Ditch Biological Nutrient Removal (BNR) processes. The third is the initial Annual Operations Plan.

This Scope of Services includes working in concert with Hazen and Sawyer and the Wastewater Division Plant Superintendent, with concurrence with the Wastewater Division Director. For success, it is expected that the Plant Superintendent will be heavily involved in the development of the initiatives, with Carollo's and Hazen's Operations Specialists providing guidance and examples to complete and then launch the initiatives developed in this Scope of Services. It is probable that a variety of staff will be engaged, as many of these initiatives involve the existing database, upgraded presentation of concepts and instructions, and computer-based support.

The goal of this Scope of Services is to assist the City of Santa Fe and the Wastewater Division Plant Superintendent in developing means and methods to improve the operation and maintenance of wastewater treatment processes.

The work and resulting deliverables will be split between Carollo Engineers and (under separate authorization) Hazen. Additional authorizations may be required to complete the breadth of the envisioned Establishing Operational Excellence initiatives.

Services will include some or all of the specific tasks listed below, up to the budget upper limit for this Task Order.

PHASE 1 – Site Visit and Gap Analysis

Site Visit

1. This allows Operations Specialist(s) to learn the facility, but more importantly, meet the staff to establish our working relationships.

Conduct a gap analysis to understand the current state of facility operations.

1. The analysis will identify strengths, opportunities and concerns.
2. The results will be documented in a report.

Evaluate current databases for completeness.

1. Compare existing data and presentation to best-industry practices.
2. Includes daily process results, data tracking and trending used for process control and optimization.

Evaluate and upgrade existing unit process performance measurement reports.

1. Refine or establish key performance indicators to match typical industry practices.
2. Refine the presentation of performance data in monthly and annual formats to match KPIs and annual operating plan information.

Standardize unit process Standard Operating Procedures for the NPWD and BNR processes.

1. Evaluate existing SOPs against typical industry practices.
2. Define SOPs that may be missing.
3. Provide template to standardize SOPs based on EPA guidance.
4. Assist staff is the development of pilot SOPs based on the Oxidation Ditch BNR process.

Phase 2 – Develop Pilot APEs

Develop Area Procedures and Expectations (APEs) for the NPWD and BNR processes.

1. APEs will be developed in PowerPoint.
2. The presentation will define the treatment objectives, process control responses, control points, sampling locations, data recording, crucial SOPs, critical preventative maintenance activities, and expected duties and expectations of maintenance and operator personnel working within the process. These serve as a training tool for new employees and refresher information for others.
3. These APEs will be the model for all other identified process areas.

Draft a Facility Operations and Maintenance Plan (Plan).

1. The Plan establishes how O&M staff operate and maintain each unit process at the facility.
2. The Plan describes sampling means and methods used to demonstrate permit compliance.

Draft an Annual Operating Plan (AOP).

1. The AOP identifies factors, such as projected wastewater flows and loads, as well as activities, such as construction or extraordinary maintenance, which will impact plant operations in the coming year.
2. Based on these factors, specific operating strategies are identified for treatment unit processes for the year.

3. The AOP projects upcoming maintenance or construction activities for advanced planning to support budget allocations.
4. The plan identifies facility or capacity deficiencies to help inform capital improvement upgrades.

PRELIMINARY PROJECT APPROACH

The project objectives are provided below.

ID	Description	Work Required
Phase 1		
1.1	Site Visit and Gap Analysis	• Review current conditions • Conduct interview(s) • Confirm findings • Provide findings in a report
1.2	Process data reporting evaluation	• Evaluate existing means and methods • Provide report with suggested improvements
1.4	Data tracking and reporting	• Evaluate existing • Provide report with suggested improvements
1.5	Standard Operating Procedures	• Evaluate existing • Provide template for to standardize current and/or develop future SOPs
Phase 2		
2.1	NPWD Area Procedures and Expectations	• Develop PowerPoint • Provide NPWD staff training
2.2	BNR Area Procedures and Expectations	• Develop PowerPoint • Provide NPWD staff training
2.3	Facility Operations and Maintenance Plan	• Develop initial plan
2.4	Annual Operations Plan	• Develop initial plan

$80,000.00 of the contractual upper limit is allocated to work to be executed under this Task Order, inclusive of labor and expenses, but exclusive of NMGRT. The work will be invoiced on a time and materials basis. Project management time for staffing and budget management and reporting for this task order will be included when work is active on this task order. A progress report will accompany monthly invoices, providing a summary of work conducted under Task Order 24-WW-01 for the subject invoicing period. The invoice will indicate the amount of the $80,000.00 upper limit for this task order that has been incurred versus the amount remaining.

Approved:

Michael Dozier
Wastewater Division Manager
City of Santa Fe

Date

John Rehring
Vice President
Carollo Engineers, Inc.

Date

Becky Luna
Senior Vice President
Carollo Engineers, Inc.

Date

REVISED a WORK ORDER PRICING

A.A.C. Construction, LLC

OWNER: CITY OF SANTA FE SEWER DIVISION
Owner's Rep.: Michael Dozier
Project Contact : Michael Dozier, Ph: 505-955-4642

CONTRACTOR: A.A.C. Construction, LLC
PROJECT MANAGER: Andrew Sisneros, (505) 930-0481
Date: 3/19/2024

DESCRIPTION:	**Customer Concern: There is an emergency at the plant and filters have to be maintained and pumps need to be brought into working condition. House keeping of the sludge will be required to be exported from the facility. AAC is being tasked to support the WWTP with the solutions to the problems at hand.**
LOCATION:	**73 Paseo Real, Santa Fe, NM 87507**

	Item Description	Hours	Labor Rate	Total Cost
LABOR:	Coordinator	1200	$85.00	$102,000.00
	Superintendent	960	$65.00	$62,400.00
	Foreman	960	$55.00	$52,800.00
	Heavy Equipment Operator III	960	$50.00	$48,000.00
	Delivery Driver	640	$50.00	$32,000.00
	Truck Driver	640	$50.00	$32,000.00
	Laborer III	960	$45.00	$43,200.00
	Laborer III	960	$45.00	$43,200.00
	Laborer IV	960	$48.00	$46,080.00
	Electrician	640	$275.00	$176,000.00
	Welder	321	$230.00	$73,830.00
	TOTAL LABOR			**$711,510.00**

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Sand Media	3160cf	$25,000.00
	Anthracite	3160cf	$52,920.00
	Freight for sand		$38,500.00
	Freight for Anthracite		$22,000.00
	Traveling Pads, clean out sludge drying beds 80 each		$24,000.00
	Fittings, Pipes and Parts (Mechanical Supply)	ABQ P & P	$39,450.40
	Misc. Welding Supplies if needed, cat walk,small crane	LA	$25,000.00
	Consumable and misc materials welder		$8,500.00
	Misc Electrical Parts		$18,500.00
	TOTAL MATERIAL		**$253,870.40**

	Equipment Type	Rate Type	Rate	Qnty	Total Cost
EQUIPMENT:	289 Mini Loader		85	640	$54,400.00
	Excavator		160	150	$24,000.00
	Vac Trucks		200000	1	$200,000.00
	Dump Truck 1		155	360	$55,800.00
	Dump Truck 2		155	360	$55,800.00
	1 Ton P.U. With Trailer		30	10	$300.00
	1 Ton Service Truck		15	80	$1,200.00
	1 Ton Pick Up		15	150	$2,250.00
	Small Tools/Pumps, Saws, Hand Tools		25	640	$16,000.00
	Rebuild up to 8 each Flyt pumps		62000	8	$496,000.00
	Freight for Pumps to Abq		1200	40	$48,000.00
	Transport Excavator		1800	2	$3,600.00
	Transport Mini Loader		850	8	$6,800.00
	Telehandler		5000	3	$15,000.00
	TOTAL EQUIPMENT				**$979,150.00**

SUBTOTAL:	$1,944,530.40
Contractor's Fee 16%	$311,124.86
SUBTOTAL:	$2,255,655.26
Tax @ 8.1875%	$184,681.77
Insurance & Bonds	$25,500.00
GRAND TOTAL:	**$2,465,837.04**

Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507

Authorized Signature

Date

N.M. License # 93237

3310 GIRARD N.E.
ALBUQ., N.M. 87107
(505) 881-6525
Fax (505) 881-6396

March 19, 2024

RE: Electrical Proposal
Santa Fe Waste Water SCATA Fiber Installation
Attention: Andrew Hardinge
Scope:

- Provide 18,000 feet of 1" innerduct.
- Provide 18,000 feet of TLC 24 fiber indoor, outdoor, and plenum rated.
- Provide and install 10 stainless NEMA4 boxes to end fiber runs in each building.
- Provide and install stainless NEMA4 boxes in manholes where fiber and innerduct splice.
- Pull innerduct and fiber per COSF WWTF proposed innerduct conduit system drawing.
- Provide and install a 2" EMT conduit from the SCATA room in the administration building to the underground manhole conduit system.
- Core holes into manholes to extend raceways to Las Campanas golf course pump house, dissolved air flotation control building, the holding tank by the lime bed, the maintenance office, and the primary clarifiers.

Labor	$70,363.35
Material retail	$63,101.26
Material 10% discount	$56,791.14
Equipment	$13,073.50
Permit	$800.00
Sub Total	$141,027.99
NMGRT @ 8.1875%	$11,546.67
Bond	$3,115.42
Total	**$155,690.08**

Exclusions

- Damaged to unmarked underground utilities.
- Testing and terminating the fiber.
- Overtime or after-hours work.
- Trench, conduit, fiber, and innerduct to secondary clarifiers and offices.

Regards,
Danny Burson
Project Manager

City of Santa Fe - Waste Water SCATA

MATERIAL	QUANTITY	RETAIL COST	UNIT	EXTENDED COST
STAINLESS JUNCTION BOXES	20	$699.87	E	$13,997.40
FIBER CABLE	18042	$105.54	C	$19,041.53
1" INTERDUCT	18000	$104.15	C	$18,747.00
1" INTERDUCT COUPLING	100	$0.61	E	$61.00
ASPHALT	17	$145.81	E	$2,478.77
2" RIGID	100	$1,797.92	C	$1,797.92
2" RIGID 90	12	$73.94	E	$887.28
2" RIGID COUPLING	12	$20.47	E	$245.64
2" RIGID NIPPLES	12	$11.10	E	$133.20
2" LOCKNUTS	20	$150.89	C	$30.18
2" PLASTIC BUSHINGS	30	$89.65	C	$26.90
2" EMT	300	$690.63	C	$2,071.89
2" EMT 90	8	$28.58	E	$228.16
2" EMT COUPLING	30	$643.06	C	$192.92
2" EMT CONNECTORS	8	$579.51	C	$46.36
2" MINERALLAC STRAPS	20	$182.47	C	$36.49
FULL STRUT	100	$953.53	C	$953.53
2" CONDUIT STRAPS	50	$349.53	C	$174.77
ALL THREAD	20	$370.11	C	$74.02
2" PVC	500	$363.38	C	$1,816.90
2" PVC COUPLINGS	20	$67.70	C	$13.54
2" PVC FEMALE ADAPTERS	20	$98.45	C	$19.69
TAPE	500	$52.37	M	$26.19
		$0.00		$0.00
Total Retail Cost				**$63,101.26**
10% DISCOUNT				**$6,310.13**
TOTAL				**$56,791.14**

N.M. License # 93237

3310 GIRARD N.E.
ALBUQ., N.M. 87107
(505) 881-6525
Fax (505) 881-6396

City of Santa Fe – Waste Water SCATA
#17 equipment rental or utilization breakdown

2018 caterpillar 259D	35@$29.10	$1,018.50
2018 caterpillar 301.7D	100@$66.80	$6,680.00
2006 caterpillar 416C	105@$48.10	$5,050.50
2017 Bomag BT 65 Tamper	55@$5.90	$324.50
Total		$13,073.50

Hazen and Sawyer
100 Sun Ave. NE, Suite 206
Albuquerque, NM 87109

March 18, 2024

John Dupuis
Public Utilities Director
City of Santa Fe Public Utilities Department
801 W. San Mateo Rd
Santa Fe, NM 87505

Re: Paseo Real Water Reclamation Facility (PRWRF)
Engineering, Operational Support, and Related Services in
Response to EPA Administrative Order CWA-06-2024-1745

Dear Mr. Dupuis:

We appreciated the opportunity to meet with the City of Santa Fe (City) on Wednesday, March 13, 2024 to discuss the referenced Administrative Order (AO) the City received from the U.S. Environmental Protection Agency (EPA) Region 6. As we discussed, the City would like to implement an overall plan that 1) responds to and resolves the AO, and 2) prepares the City for long-term, future success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) and similarly at a future facility being considered and visioned by the City as an eventual replacement for the PRWRF. The City's plan focuses on improving current data collection, regulatory compliance, operational, knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (9) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications with the New Mexico Environment Department (NMED).

3. Build a comprehensive base of knowledge management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.

4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.

5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected and rectify gaps to improve process monitoring and control.

6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

7. Develop a "digital twin" model of PRWRF to simulate and help optimize treatment plant operations.

8. Develop tools for remote simulation and testing of proposed changes to plant operations.

9. Provide engineering support for short-term treatment plant improvement projects.

The following narrative further defines the specific activities and services Hazen and Sawyer ("Hazen") proposes to provide. This work will be performed under a new engineering services agreement between the City and Hazen to be issued in response to EPA Administrative Order CWA-06-2024-1745.

Scope of Work

1. Sampling and Regulatory Support

Hazen will coordinate one soil sampling event and four quarterly groundwater sampling events at the PRWRF, with the samples being analyzed for poly- and perfluoroalkyl substances (PFAS). Both the soil and groundwater samples will be analyzed using EPA Method 1633. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff. We have assumed that a total of 10 soil samples will be collected during one soil sampling event (including duplicate samples), and that each sample will be collected from a depth of 2 to 3 feet below ground surface using a hand auger. Ten groundwater samples will be analyzed during each groundwater sampling event (7 PRWRF monitor wells and 3 quality assurance samples). The groundwater sampling for PFAS will begin before Hazen begins supporting the groundwater sampling that is required by the facility's discharge permits (discussed below).

Hazen will coordinate the quarterly groundwater sampling and analysis that is required under discharge permits DP-289 (Wastewater Reclamation Facility) and DP-135 (Sludge Disposal Facility) issued by the NMED Ground Water Quality Bureau (GWQB) for six (6) quarters, starting with the second quarter sampling event in 2024. Hazen will also coordinate the required reporting under these permits. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff (e.g., for purge water disposal). The City will provide additional information (e.g., monthly totalized average daily and peak daily influent volumes, monthly volumes discharged to each reclaimed domestic wastewater recipient, discharge monitoring reports) for inclusion in the quarterly discharge permit reports prepared for NMED. This task will support the City in achieving compliance with the requirements of these permits.

2. Communications Support

Along with City leadership and staff, Hazen staff (Amy Ewing) will participate in weekly phone calls that will be scheduled with NMED to discuss the current and planned activities and progress made in support of responding to and resolving the AO.

3. **Build a comprehensive base of knowledge management tools / decision trees for PRWRF operations**

Daily activities by PRWRF operations, maintenance, and management staff will support routine and consistent compliance with permit limits established by the City's National Pollutant Discharge Elimination System (NPDES) Permit NM 0022292 once staff have a clear understanding of:

- The purpose of each unit process
- Key Performance Indicators (KPIs) for measuring its performance
- Its relationship to upstream and downstream unit processes
- Information needed to monitor the process, and
- Expectations for each level of staff on how to achieve performance goals set for the process

Hazen proposes to develop these understandings by developing a series of documents called Area Procedures and Expectations (APEs) for each of the seven (7) liquid stream unit processes and four (4) solids handling processes at PRWRF. Each APE, developed as a PowerPoint presentation, will provide a clear guide for each level of operations, maintenance, and management staff, and will provide specific guidance for how and when to adjust the process, by how much, and by whom. Hazen's production of APEs will leverage existing Operation and Maintenance (O&M) Manual and Standard Operating Procedure (SOP) documentation the City may already have in place for PRWRF.

APE production will also document gaps between available information routinely collected (e.g., lab tests and SCADA data) versus what is needed to achieve reliable performance, how such information is distributed, and what improvements to information management are needed so that key items are communicated to staff who need it the most and at a frequency that supports their needs. APE production will also identify information and records currently being collected that do not serve the purpose of optimizing a treatment process. Lastly, APEs will capture information provided during the development of Items 4 and 5 described below.

Once the APEs have been prepared, Hazen will provide on-site staff training for each. This will include administering knowledge assessment quizzes to confirm staff are absorbing the critical information needed to successfully operate and maintain each unit process.

The collection of APEs will form the foundation for PRWRF knowledge management / transfer to which existing staff can refer as they work to optimize facility operations and to train future staff. As "living documents", APEs can be periodically updated by the City to reflect new facilities and capital improvements implemented at PRWRF.

The next element of this PRWRF knowledge management program summarizes the information contained in the 11 APEs (7 for liquid processes / 4 for solids handling) and provides an overview for how each process is supposed to work. This document called **Unit Process Operating Strategies** provides a useful reference to all levels of PRWRF staff and will serve as a tool for newcomers so they can quickly become familiar with "the right way" to operate plant facilities.

The final element of the knowledge management program currently envisioned will be preparation of a PRWRF **Operational Plan**. This document will provide information on the staff hierarchy, command and

communications structure, state and federal regulatory permits, plant safety programs, interrelationships with other City work groups (e.g., purchasing and materials management), and key summaries about PRWRF unit processes extracted from the **Unit Process Operating Strategies** document. Whereas the latter focuses on the information needed to optimize plant treatment operations, the **Operational Plan** focuses on the PRWRF enterprise as a whole and the communications within each internal and external City work group needed to achieve the best performance possible from PRWRF.

4. Improve PRWRF laboratory practices, data management, workflows, and communications

Hazen will provide the City with external sampling and reporting support for samples that are collected by PRWRF staff and analyzed by the in-house laboratory to demonstrate compliance with applicable state and federal discharge permits and to support operational control of PRWRF unit processes. We will work with City staff to ensure that all lab process documentation is current and complete and will assist in clearly defining appropriate workflows for PRWRF staff involved in sample collection, testing, and reporting of results. This task will include performing a review of lab operations, external collection and testing of laboratory samples for a period of up to 4 weeks, and assistance with the transition back to in-house sampling and analysis after PRWRF staff roles and responsibilities have been clearly defined for future lab activity. Item 4 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

5. Provide an inventory of all PRWRF instrumentation

Hazen will develop an updated inventory of all instrumentation installed at PRWRF including calibration procedures and how this information is managed, stored, accessed, and communicated (e.g., paper logbooks, SCADA, Operator10™ software, or an alternate operational data storage platform/historian). This inventory will identify existing instruments that do not perform their intended function and/or could be re-deployed to provide the information needed by Operations staff. This inventory will also note opportunities to add instruments that will support real-time monitoring of treatment processes, as needed to accomplish Items 6 through 8 below. If practical, Hazen will use the City's current asset database format and structure to prepare this inventory of PRWRF instrumentation, which might then be used as an input to the City's asset management program.

6. Develop a model for treatment operations

Hazen will use the available information from lab data and SCADA data including any improvements to these sources realized through the outcomes of the work on Items 3 through 5 above, and will develop an operational model for PRWRF performance. This model will be developed using open-source software (e.g., SUMO™, BioWIN™, or similar product) and calibrated using the available data set. This model will be tested using the updated procedures for controlling and adjusting plant operations developed under our work for Item 3. This item includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

7. **Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations**

The modeling work for Item 6 will next be used to develop a more advanced model that will serve as a "digital twin" the City can use for a variety of purposes including:

- A testbed for proposed changes to existing modes of operation for a particular treatment process
- Observing responses to upset / unexpected conditions for influent wastewater
- Assessing the impact that mechanical breakdown of treatment plant equipment may have on plant performance

As described, the "digital twin" should allow the City to evaluate the plant's response to a suite of unexpected stressors and determine what facility improvements or changes to normal operating procedures will foster a more resilient operation. Item 7 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

8. **Develop tools for remote simulation and testing of proposed changes to plant**

The City has expressed interest in having Hazen partner with a nationally recognized firm to perform remote modeling, testing, and optimization of PRWRF operations, such as are provided by the company AM-Team or a similar entity. This item will build upon the work completed by Hazen for Items 3 through 7. The specific scope for Item 8 will be further refined once the outcomes for Items 3 through 7 have been established.

9. **Provide engineering support for short-term plant improvement projects at PRWRF**

The City has engaged the services of AAC Construction to perform select construction projects at PRWRF that are characterized as limited scope, remove-and-replace in-kind for specific treatment plant equipment / systems that are out of service or are no longer working. Examples of these limited scope projects include restoring two (2) former traveling bridge filter systems to working condition and installing a new mechanical bar screen the City previously procured. Hazen will provide the engineering support the Contractor may need to properly install and commission these equipment systems so that they perform as intended. There may be other projects of this type that the City decides to undertake, in addition to these two projects, for which Hazen can provide the engineering support the Contractor may need. We have included an allowance of $400,000 to cover the effort we anticipate may be needed for engineering support for short-term plant improvement projects.

Project Management

Hazen will perform ongoing project management activities including cost control and monitoring, invoicing, and general coordination with the City's project manager and staff for each of the 9 items of support described under **Scope** that the City authorizes. Each month, we will provide an overall progress report and invoice for authorized tasks similar to the reporting and invoicing process we currently employ for Engineering On-call Contract #23-0516.

Schedule

The work elements described under **Scope** are expected to be completed over the next 30 months, as needed and as directed by City staff. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed.

Compensation

We are requesting an initial authorization of $2,718,000 including NMGRT to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Items 1 through 7 and 9. As requested by the City, we have deferred estimating the effort for Item 8, pending completion of Items 1 through 7. All work will be performed on a time and materials basis using the labor rates attached to this letter. Please note these labor rates are the same rates used by Hazen for its work under Engineering On-Call Contract #23-0516 with the City of Santa Fe, and which get adjusted annually at the beginning of the City's fiscal year. Expenses may include reimbursable mileage, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Please call me at (505) 259-1679 or Charlie Leder at (505) 236-3889 if you have any questions or would like to discuss further Hazen's plan for providing services to help the City respond to EPA Administrative Order CWA-06-2024-1745.

Sincerely,

Greg Gates, PE
Vice President

Charles S. Leder, PE
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: _____ Date: _____

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

Attachment 1

Proposed budgets for Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745

Service Item	Proposed time and materials budget
1. Regulatory support	$ 250,000
2. Communications support	$ 25,000
3. Build a comprehensive base of knowledge management tools / roadmaps for PRWRF operations	$ 750,000
4. Improve PRWRF laboratory practices, data management, workflows, and communications	$ 350,000
5. Provide an inventory of all PRWRF instrumentation	$ 250,000
6. Develop a model for treatment operations	$ 300,000
7. Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations	$ 200,000
8. Develop tools for remote simulation and testing of proposed changes to plant	TBD
9. Provide engineering support for short-term plant improvement projects at PRWRF	$ 400,000
Total estimated budget for all Items	$ 2,525,000
NMGRT Allowance[1]	$ 193,000
Total budget including applicable NMGRT	$ 2,718,000

1. Estimate calculated using the Albuquerque FY 2024 NMGRT rate of 7.625%. NMGRT will be assessed on labor and subconsultant work performed in New Mexico.

LABOR RATES FOR HAZEN AND SAWYER STAFF

	Rates over next 4 years			
	2023-2024	2024-2025	2025-2026	2026-2027
Vice President / Project Director	$348.91	$359.38	$370.16	$381.26
Senior Associate	$281.39	$289.83	$298.52	$307.48
Associate	$225.11	$231.86	$238.82	$245.98
Senior Principal Engineer	$191.33	$197.07	$202.98	$209.07
Principal Engineer	$168.83	$173.89	$179.11	$184.48
Engineer	$157.58	$162.31	$167.18	$172.20
Assistant Engineer	$135.06	$139.11	$143.28	$147.58
Technician	$112.55	$115.93	$119.41	$122.99
Effective date for rates	7/1/2023	7/1/2024	7/1/2025	7/1/2026

1. Work performed by subconsultants will be billed at cost plus a 10% mark-up

AQUASIGHT
INTELLIGENT WATER SOLUTIONS

March 19, 2024

John Dupuis
Director, Public Utilities Department
City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501

Subject: Proposal for Aquasight APOLLO™ Intelligent Treatment Plant Solution

Dear Mr. Dupuis,

Aquasight is pleased to submit our proposal for implementation the APOLLO™ Intelligent Treatment Plant Solution for the City of Santa Fe Public Works Department.

With the primary goal of supporting your operations team and their successful work to meet all regulatory requirements at the Paseo Real Water Reclamation Facility, the APOLLO™ solution also will support many other benefits such as improved data visibility and mining for laboratory insights, identification of gaps in plant instrumentation, integration of Digital Twin capabilities for better process control, process optimization, and deeper knowledge capture for workforce training and support.

Our implementation program is collaborative, and we will work with your team to ensure project goals are achieved, and the City is provided with a strong foundational program for intelligent water and wastewater solutions.

If you have any questions, feel free to let us know. We look forward to working with the team.

Jonathan Hasson, PE

Vice President, Smart Water Solutions

Cc: Mahesh Lunani, CEO Aquasight

AQUASIGHT
INTELLIGENT WATER SOLUTIONS

SANTA FE PUBLIC UTILITIES

PASEO REAL WATER RECLAMATION FACILITY PROCESS OPTIMIZATION PROJECT PROPOSAL

March 19, 2024

BACKGROUND

The City of Santa Fe, NM provides wastewater collection, treatment, and disposal services for nearly 90,000 residents and businesses. The City owns and operates the 9 MGD annual average daily flow (AADF) (rated for 13 MGD) Paseo Real Water Reclamation Facility which is a conventional activated sludge plant that includes screening and sedimentation for primary treatment, oxidation ditch basins, aeration, and clarification for secondary treatment plus nitrogen reduction, and disk and sand filters, chlorination, and dechlorination for tertiary treatment before discharging into the Santa Fe River (**Figure 1**). The City recently received an Administrative Order for permit exceedances in both E. Coli and Nitrogen. As a measure to ensure improved plant effluent performance, optimize data usage and process performance, the City desires a rapidly deployable, data-driven solution for increase opportunities for successful permit compliance.

The PRWRF has adequate data for some process control, but also could benefit from additional sensors and instrumentation to make it a more data rich facility. Data is generated and stored in a variety of different systems, and many of those systems do not share/communicate data well for daily operational benefits. There is an abundance of untapped potential to integrate and mine this data using science or ML/AI-based algorithms to help with process optimization, capture energy and chemical savings, store process knowledge, create maintenance insights, and assist with troubleshooting. This will require a tool that can provide streaming analytics, smart advisors, Aquasight COPILOT^{TM}, and actionable assistance to the staff to create a data driven O&M culture.

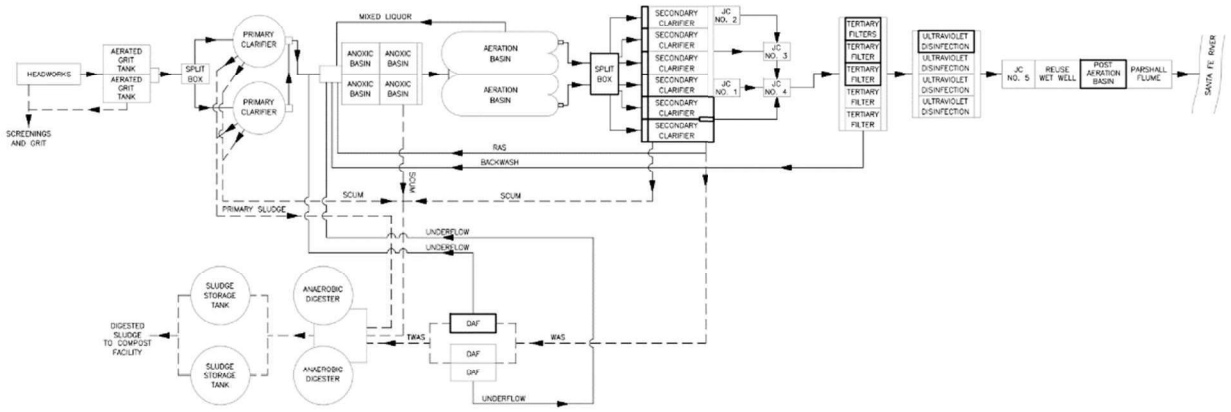

Figure 1: PRWRF Process Flow Diagram

PROJECT GOALS & EXPECTED BENEFITS

The City of Santa Fe Public Works is implementing a strategic initiative to further improve treatment plant effluent performance and reduce operating and maintenance costs by leveraging Aquasight's APOLLO™. The overall goal of this project is to implement a modular real-time advanced analytics and Copilot™ system for liquid unit processes that will support operator success for meeting permit discharge limits and support operational efficiencies for liquid processes that consume the greatest amount of power and chemicals. APOLLO™ will support the City's goals of continuous and measured progress towards the PRWRF optimization goals over time.

Benefits anticipated by implementation of the Aquasight APOLLO™ solution include:

- Deeper integration and sharing of Laboratory sampling data and insights supporting more informed operations.
- Identification of gaps in instrumentation throughout plant processes leading to a more data rich environment for improved process control, optimization, and decision making.
- Implementation of operator focused digital twin functionality allowing for improved real-time streaming insights into potential operational changes and their impacts on process performance KPIs.
- Capture of operational and institutional knowledge by providing a historical record of plant data and operational KPIs for improved new operator training and information recall.

In pursuit of this vision, Aquasight's APOLLO™ software is proposed to assist the City of Santa Fe by:

- Providing a one-stop integrated intelligence dashboarding and analysis solution.
- Integrating a copilot system with built in smart advisors.
- Driving energy and chemical savings and enabling fine tuning of control setpoints.
- Improving daily plant workflow and empowering a data driven decision culture.

- Storing operator knowledge to de-risk operator churn and retirements.
- Providing management visibility through remote off-site access.
- Highlighting compliance risks while providing quick access to process data.
- Enabling predictive maintenance of aeration and disinfection equipment.
- Providing robust tools for workforce training on plant performance at various flows and loads.
- Providing quick access of data for planning and engineering teams.
- Including monitoring and notifications on complex parameters.

Examples of the main dashboard for the aeration and secondary clarifier modules in action are provided in **Figure 2** and **Figure 3**, respectively.

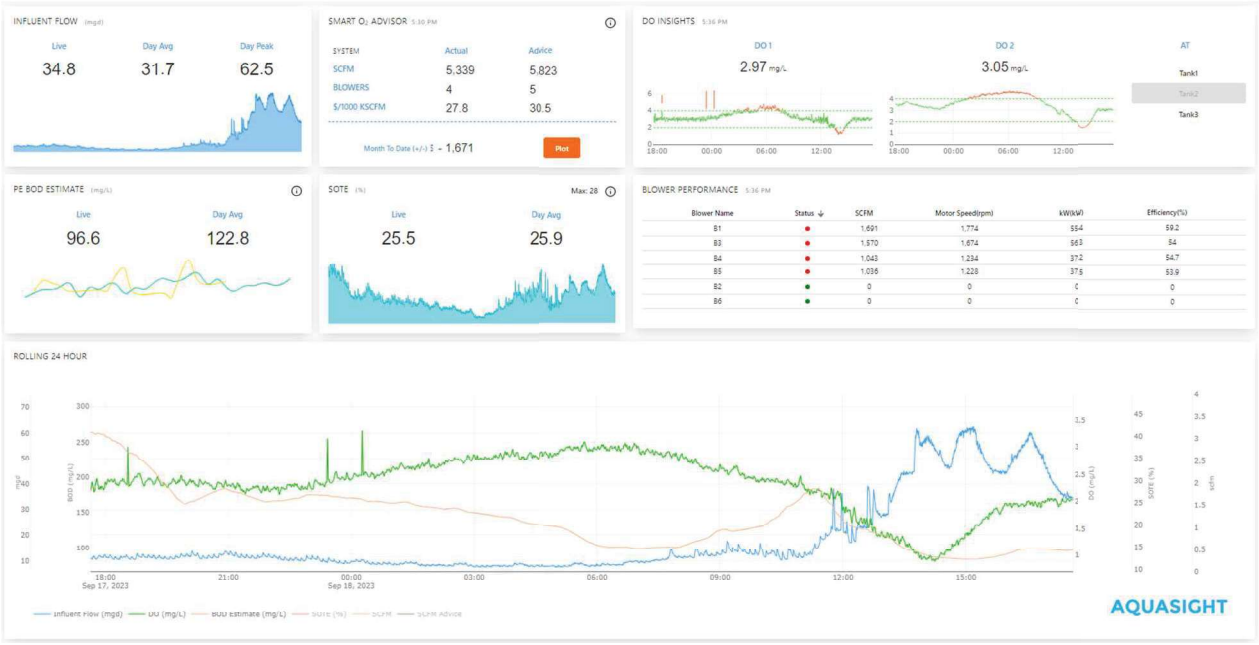

Figure 2: Example of APOLLO's™ Activated Sludge (Aeration) Module

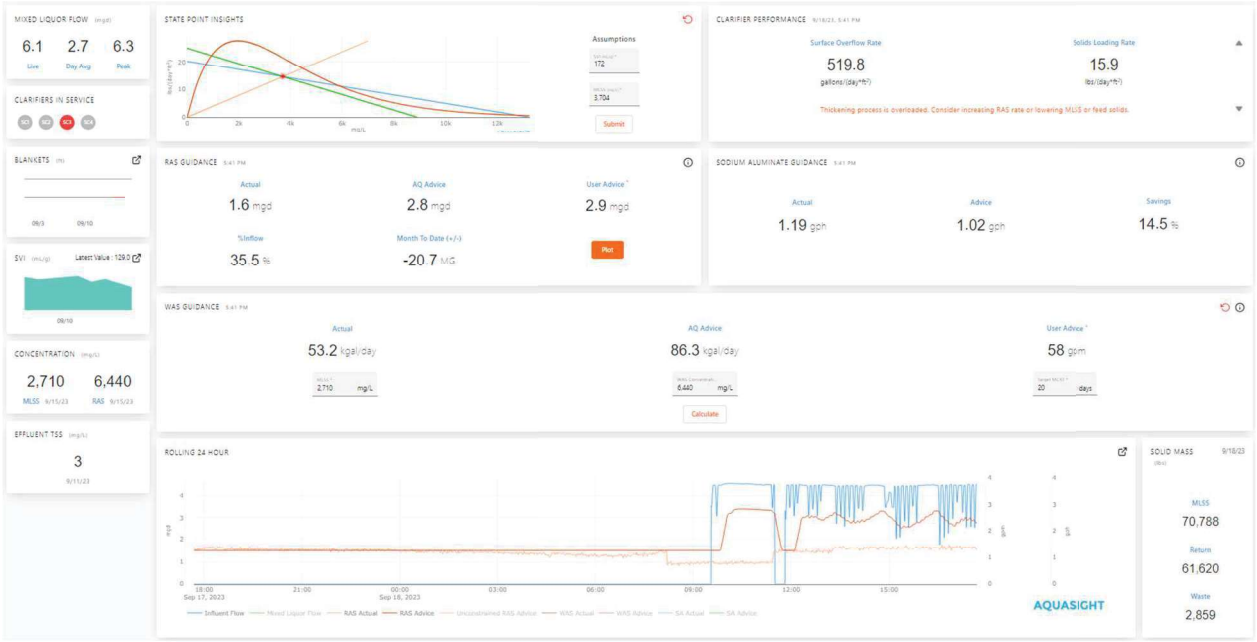

Figure 3: Example of APOLLO's™ Secondary Clarifier Module

SCOPE OF WORK

Generally, the scope of this project includes onboarding the PRWRF to Aquasight's APOLLO™ software equipped with seven (7) modules. The SCOPE OF WORK may change in the future depending on the needs of the plant. The final SOW will be determined in collaboration with the Utility team.

Table 1: Proposed APOLLO modules for PRWRF

Module	Description
Plant Dashboard	Default APOLLO™ module – Customizable dashboard that allows users to centralize analytics from various APOLLO™ modules to a single screen.
Weather	Default APOLLO™ module – Live weather radar with various meteorological layers.
Secondary Treatment – Activated Sludge	Focused on the aeration process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing aerator and process performance.
Secondary Treatment – Secondary Clarifiers	Focused on the secondary clarification process and RAS/WAS pumping, this module includes monitoring, analytics, and copilot

Module	Description
	dashboard and a detailed decode feature for analyzing process performance.
Disinfection	Focused on the UV disinfection with supplemental chlorination and dechlorination process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing permit compliance and process performance.
Lab Insights	Default APOLLO™ module – Provides users with a robust plotting tool for lab, live, and analytical data.
SAMI	Default APOLLO™ module – Digital alert system with customizable alert thresholds for parameters of the most critical interest.

Additionally, Aquasight will review data sources, data completeness, and instrumentation coverage for the PRWRF. We will make recommendations for additional instrumentation as may be necessary to optimize the data rich environment necessary for an optimized process solution.

The project goals described above will be completed through the following tasks:

Task 0 – Project Management
Task 1 – Data Polling
Task 2 – Site Visit and Plant Review Including Instrumentation Review and Recommendations
Task 3 – Aeration Onboarding
Task 4 – Secondary Clarifier & RAS/WAS Pumping Onboarding
Task 5 – UV Disinfection/Chlorination/Dechlorination Onboarding
Task 6 – Default Module Configuration
Task 7 – Training and Adoption

Appendix B: Project Milestones, Timeline, and Deliverables

The Aquasight scope of work for this project will have four key milestones and associated deliverables and will be implemented with approximately the following timelines (**Table 2)**. The timeline is subject to change by mutual agreement between Aquasight and the City of Santa Fe.

Table 2: Project Delivery Calendar

Milestones	WEEKS from Notice to Proceed	Aquasight Deliverables
1. Design Review, Instrumentation Review, Data Polling, Connections, Lab & Live Insights	~ 12 weeks	• APOLLO™ Release 1 – Lab Insights • Milestone 1 Report
2. Secondary Process & Aeration Modules	~ 16 weeks	• APOLLO™ Release 2 – Secondary & Aeration Modules • Milestone 2 Report
3. Disinfection Module & SAMI Alerts	~ 22 weeks	• APOLLO™ Release 3 – Disinfection Module & SAMI Alerts • Milestone 3 Report
4. Plant Dashboard, Training & Adoption	~ 26 weeks	• APOLLO™ Release 4 – Plant Dashboard, Training, & Adoption • APOLLO™ User Manual • Virtual Training Sessions

Appendix C: Required Participation from Santa Fe Public Works

DATA REQUIREMENTS

The following information is required from Santa Fe Public Works for successful project completion:

- Public Works SCADA Data Historian access,
- Public Works LIMS database access,
- Any applicable sensor/instrumentation API details,
- Where applicable, process data spreadsheets and mechanism to routinely upload,
- Process SOP's,
- Process design data,
- Equipment manufacturer information (specs, O&M manuals, etc.)
- Plant drawings of relevant processes,
- Energy bills,
- Control strategy documentation for automated control systems, and
- Plant budget and cost sheets

Where information is not available, assumptions will be made and discussed with Santa Fe Public Works team before implementing it in the APOLLO™ System.

O&M, SCADA, LAB, AND DESIGN CLARIFICATION MEETINGS

During deployment, in addition to or as a part of any project management meetings, Aquasight may request meetings with key Public Works staff. Such meetings are important to clarify operations, understand assumptions, and agree on key configurations in APOLLO™ systems.

Appendix D: Project Fee

Aquasight proposes the following Not-To-Exceed project fee for the APOLLO™ solution implementation for the City of Santa Fe Public Works Paseo Real Water Reclamation Facility:

APOLLO™ Onboarding Fee: **Not to Exceed $200,000**
APOLLO™ Annual Fee: **$50,000 per year, minimum three-year contract**

The project billing schedule will be included in the final contract documents, and shall have the basic invoice timing noted below:

- The Onboarding Fee shall be billed in monthly payments during the Onboarding period (estimated over 6 months) with the first Onboarding payment due at contract signing.
- The Annual Fee shall be billed at the beginning of each calendar year, with the first year Annual Fee billed at contract signing.

The following activities are covered in the annual fee:

- **APOLLO™ technology usage:** APOLLO™ technology that has been developed by Aquasight is the core foundation of this project. The technology will be the backbone for releases, metrics, advisors, KPIs and is accessible anywhere, on any device and at any time.
- **APOLLO™ system operations:** APOLLO™ system operations include lab and live database management, analytical scripts management, API management and user preferences, credential, and security management.
- **Infrastructure management:** APOLLO™ runs on several virtual machines and servers. These servers require upkeep and maintenance include software library updates, monitoring of infrastructure metrics and hardware management.
- **Advisor upkeep and maintenance:** Advisors require quality data inputs; unforeseen bad data quality events do occur in practical environment and advisors must be evolved to ensure it discards bad data or debugged to ensure optimal performance of smart advisors.
- **Ticket management and Help desk:** Access Aquasight help desk will operate 8:00 am to 5:00 pm EST during weekdays for any issues such as user access, applications and/or routine troubleshooting. Any high priority issue Aquasight will address in 1-to-4-hour time frame depending on type and nature of this issue during business hours and during weekend and holidays within 24-to-48-hour time frame.
- **SAMI:** Alert's system that manages e-mails, notifications, alert statistics, thresholds management and user settings.
- **Bug fixes:** If we detect any issues or bugs in optimal running of software or technology, Aquasight will fix free of cost and repair those bugs.
- **Data polling maintenance:** Polling software is installed in virtual machine within Santa Fe Public Works. When tag names are changed and database connections are reconfigured, this require polling software to be updated. Public Works should inform or discuss with Aquasight

before making changes on setting and access credentials which may disrupt the flow of data streaming to APOLLO™.

- **Free feature upgrade as part of APOLLO™ product roadmap:** Aquasight continuously evolves its technology and features for driving more value to customers. Such features will be available for free at no additional cost if they are part of the standard product roadmap.

Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
kconnell@rainforrent.com

BUCKMAN DIRECT DIVERSION
Account: 134939
341 CAJA DEL RIO RD Dba City Of Santa Fe
Santa Fe, NM, 87506
Michael Dozier
505-577-1132
Mldozier@santafenm.gov

Dear Michael Dozier,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2113715 for City of Santa Fe WWTP. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Kimbro Connell at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

Kimbro Connell
kconnell@rainforrent.com
Mobile: 505-436-0920
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007

Project Name	City of Santa Fe WWTP	Jobsite	City of Santa Fe WWTP
Date Prepared	3/22/2024	Est. Delivery Date	4/1/2024
Prevailing Wage	No	Est. Completion Date	4/1/2025

Project Location

73 Paseo Real
Santa Fe, NM, 87507

Project Description and Overview

PROJECT DESCRIPTION

Quoted as 28day cycle rental

Does not include applicable sales tax or services

PROJECT OVERVIEW

Provide pump and filtration equipment for max flows of 5mgd at final clarification.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following: Provide pump and filtration equipment for max flows of 5mgd at final clarification. (2) 60-4SK, (1) 48-4SK, DV200E pump, HDPE pipe and misc fittings.
Delivery, installation, removal, pickup of all quoted materials/equipment

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Job Walk(s) 3-13-2023

Operating Parameters

System includes: Sand Media
System is designed to operate at a flow rate of 5mgd peak @ 80tdh
The water source location will be clarifor and discharging at location after clarifor. .

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:
Customer is responsible for:
1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.

Proposal Number 1101-IND-2113715 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Liquid Ingenuity®

5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 9000 Lbs.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): **https://rainforrentcorp.box.com/v/systemtransferoperation**
3. Customer will provide fueling.
4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. **https://rainforrentcorp.box.com/v/pumpmaintenance**
5. Customer will supply all needed water for the commissioning, startup, and system testing. Project specific criteria for hydrotesting can be provided at an additional charge.
6. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.
7. RFR recommends a small-scale trial run of this product application to ensure system effectiveness. RFR does not warranty the water quality or degree of filtration. At customer request, RFR can perform a Total Suspended Solids (TSS) bench test to better select the appropriate media for optimized filtration effectiveness. Customer will be responsible for the cost of all media.
8. The customer will be designated as the generator for all liquid/solids processed with the use of RFR equipment. All used filtration media, such as carbon, sand, cartridges, bags, coalescing packs, etc. becomes the property of customer and is the responsibility of customer for proper disposal.
9. To activate carbon, customer will need to pre-soak for 24 hours.
10. RFR has not included the cost of the removal and regeneration for non-hazardous carbon. Customer is responsible for TCLP sample for TCLP VOC's, TCLP SVOC's, TCLP RCRA 8, pH. **https://rainforrentcorp.box.com/v/carbongenerator** If the carbon is deemed hazardous and cannot be regenerated, customer is responsible for additional disposal costs and/or final disposal. No media or materials will leave the site unless the TCLP RCRA 8 has been received and deemed non-hazardous unless otherwise noted.
11. RFR equipment/vessels will be taken off rent when the required testing has been submitted and accepted by RFR/Source Carbon Supplier for recycling and or disposal. Vessels cannot be removed until we receive and accept the testing that indicates the carbon is deemed NON-HAZARDOUS. At that time, the equipment will be taken off rent and be scheduled for pick-up from the site. Should the carbon be deemed HAZARDOUS the customer will be responsible to pay a third party for the chain of custody, transportation, and disposal of this material.
12. Additional cleaning and/or inspections may be required if tested material is deemed anything besides non-hazardous.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Pickup:

Contact the RFR office at 575-524-0879 to schedule pickup when equipment/system is cleaned and ready to be released.
Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up. e picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 14 days prior to delivery.

Estimated schedule durations:
Mobilization: 2 days
Installation: 3 days
Operation: TBD
Removal: 2 days
Demobilization: 1 day
System Rental Duration: 1 year or more

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may

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apply subject to mutually agreed upon change order.

Billing

1. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.
Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.
A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.

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PROJECT COSTS	
Estimated Rental Total	$21,159.93
Estimated Environmental Recovery Fees	$687.70
Total Estimated Recurring Charges	$21,847.63
PROJECT COSTS	
Estimated Sale Total	$9,479.40
SERVICES	
Estimated Delivery	$14,818.04
Estimated Installation	$13,883.00
Estimated Removal	$8,018.00
Estimated Pickup	$2,618.04
GRAND TOTAL	$70,664.11

-Estimated costs do not include taxes

-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name _____ Customer Signature _____ Date _____

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	$3,174.00	Accept ○	Decline ○

INITIAL _____

Created Date: 3/20/2024

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Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on https://www.eia.gov/petroleum/gasdiesel An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.1.Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of $500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is $150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.2.Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.3.Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2.Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.4.Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

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Emergency Determination Form WW AO Support

Final Audit Report 2024-04-04

Created:	2024-04-03
By:	Kristy Miera (kamiera@santafenm.gov)
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Signer jwblair@santafenm.gov entered name at signing as John Blair
2024-04-04 - 0:09:49 AM GMT

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Agreement completed.
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STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.

3. At all relevant times, the facility was a “point source” of a “discharge” of “pollutants” with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which is a “water of the United States” within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.

4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.

5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.

7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.

8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.

9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.

10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.

11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.

12. On March 4, 2024, EPA issued Administrative Order Docket Number CWA-06-2024-1745 (Preceding AO) to the Respondent, which cited permit effluent limits violations. The Preceding AO required the correction of the cited violations within thirty (30) days of the issuance. In the event that the required correction was not possible, the Respondent was required to submit a comprehensive plan to eliminate the cited violations within the shortest time possible.

13. On April 4, 2024, the Respondent submitted a written response to the Preceding AO. In the response, the Respondent proposed a comprehensive plan consisting of immediate, near-term, and long-term actions to address the violations and to implement measures to prevent them from reoccurring. Immediate actions were scheduled to have occurred within

thirty (30) days of the April 4, 2024, response letter. Near-term actions were scheduled to be accomplished within six (6) months, and long-term actions within eighteen (18) months.

14. A schedule for compliance to eliminate the cited violations is hereby incorporated, by reference, into this Order.

SECTION 309 (a)(3) COMPLIANCE ORDER

15. Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

A. The Respondent shall accomplish the following tasks and comply with the following schedule of activities:

ACTIVITY	DUE DATE
1. Submit a certified statement of the status of the Immediate Actions proposed for completion within thirty (30) days of the April 4, 2024, response letter.	July 30, 2024
Near-term Actions	
2. Conduct Onsite Sampling, assess efficacy of the secondary treatment process and recommend process changes to improve treatment efficacy.	September 30, 2024
3. Collect influent and effluent samples for analysis, to be conducted by an outside laboratory, to determine if the cyanide exceedances are real or an artifact of false positives.	September 30, 2024
4. Have consultant audit the Respondent's laboratory procedures for cyanide analysis. Submit a certified report of the audit to this office. If the audit effort confirms that the cyanide exceedances are real, then also submit a proposed written action plan to address cyanide exceedances.	September 30, 2024
5. Repair failed process air piping and diffuser grids to increase the secondary treatment aerobic volume.	September 30, 2024
6. Install a temporary chemical closing system to improve sludge settling in the secondary clarifiers. Conduct jar testing to determine which specific chemical will be used.	September 30, 2024
7. Rehabilitate the two (2) existing travelling bridge sand filters so this infrastructure can return to service.	September 30, 2024
8. Build a comprehensive base of knowledge management tools and decision trees to guide plant staff with use of the developed Standard Operating Procedures (SOPs).	September 30, 2024
9. Train laboratory staff to improve laboratory sampling and handling practices, data management, workflow, and develop communications protocol for all testing performed to support treatment operations and regulatory compliance.	September 30, 2024
Long-term Actions	
10. Develop an inventory of all instrumentation, calibration practices, and data management for process control. Conduct a gap analysis to identify corrective actions for process control instrumentation.	October 31, 2025
11. Develop a steady-state biological process model of the Water Reclamation Facility to stimulate current treatment performance and evaluate alternatives to improve performance.	October 31, 2025
12. Attain compliance with all terms of this schedule.	November 30, 2025

B. Until compliance is achieved under this Order, Respondent shall submit a Quarterly Report indicating progress of the actions listed in this compliance schedule. The quarters will end in the months of March, June, September, and December and the Quarterly Reports are due by the 15th of the following month.

C. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, or through a virtual platform, as appropriate, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.

D. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.

E. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Mona Tates
tates.mona@epa.gov

and

Ms. Nancy Williams
williams.nancy@epa.gov

GENERAL PROVISIONS

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

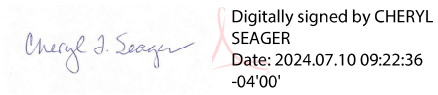
Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

July 10, 2024

Date



Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

Newterra - Emergency Determination 250203

Final Audit Report 2025-02-08

Created:	2025-02-04
By:	Kristy Miera (kamiera@santafenm.gov)
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Item #: _____
Munis Contract #: _3250454_
Emergency

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Rental Agreement for six 60HP AIRE-O2 Triton 2.0 Aerators

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Newterra Corporation Inc.,** herein after referred to as the "Contractor", effective as of the date of the final signature.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall provide the following services:

Additional six month rental service commencing on the effective date of this contract for existing six (6) 60HP AIRE-O2 Triton® 2.0 Aerator, consisting of:

- 60HP, 230/460 volt, 3-phase, 900 RPM, TEFC, premium efficiency motor
- 10HP regenerative blower (SOTR = 162.2 lbs O2 / hr each)
- Field replaceable, water-lubricated lower bearing
- Field replaceable, water-resistant sleeve
- 316 SS dual-blade primary PowerMix™ propeller
- 304 SS Saturn Ring diffuser
- 304 SS housing, mounting flange, and hollow shaft
- Eight (8) molded, LDPE, closed-cell foam filled pontoons
- 304 SS rails and mounting hardware
- Vortex shield attached to frame

Includes six (6) month Warranty.

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3. Compensation.

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph C of this Clause.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of forty one thousand six hundred sixty four dollars ($41,664.00) per Month, such compensation not to exceed two hundred forty nine thousand nine hundred eighty four thousand ($249,984.00), excluding gross receipts tax.

Payment. The total compensation under t**his Agreement shall not exceed $249,984.00** excluding New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

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

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond.
Not Applicable. The Parties agree there is no Performance Bond.

5. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **six (6) months from the effective date of the contract.** The City reserves the right to renew this contract on a month-to-month basis by mutual agreement in writing and subject to the availability of appropriations, not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152. ,

6. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to,

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acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to

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audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the Emergency Procurement and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

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27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

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B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

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Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

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 Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which

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entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: LeRoy Alvarado
Operations Supervisor
Wastewater Management Division
CITY OF SANTA FE
73 Paseo Real
Santa Fe, NM 87507
Cell: 505-469-5358
e-mail: lmalvarado@santafenm.gov

To the Contractor: Jim Hentges
Lifecycle Technical Sales
Newterra Corporation Inc.
1215 Chaska Creek Blvd
Chaska, Minnesota 55318
Ph. 952-556-5706
e-mail: jhentges@newterra.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Jim Hentges
Lifecycle Technical Sales
Newterar Corporation Inc.
1215 Chaska Creek Blvd

Docusign Envelope ID: 9B157BE7-BF2B-4602-B651-863A402239EE

Chaska, Minnesota 55318
Ph. 952-556-5706
e-mail: jhentges@newterra.com

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

Alan Webber, Mayor

DATE:

CONTRACTOR:
Newterra Corporation Inc

DocuSigned by:
Doug Conley
01449F9FBECC4FD...
Doug Conley – VP Sales

DATE: 2025-02-26 | 13:10 PST

NMBTIN#:

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 27, 2025 10:12 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

MUFFIN MONSTER®

In-line/Open-channel Grinders

Muffin Monster sewage grinders are designed to protect pumps and other equipment by grinding down the toughest wastewater solids. Applications include: lift stations, sludge lines, septage receiving stations, headworks screenings reduction, prisons and more.

10K Series Muffin Monster®

The 10K Series Muffin Monster is a compact grinder, tough on solids in sludge and sewage applications. It fits into areas with limited space requirements while still providing the necessary power for downstream protection. The 10K Series is an ideal, low-cost solution that goes beyond sludge grinding at resource recovery facilities and fits perfectly into office buildings, apartment complexes, resorts, retail centers and package treatment plants.

30K Series Muffin Monster®

Troublesome solids are now easier than ever to reduce with the Muffin Monster dual-shafted grinder. Its slow-speed, high-torque design shreds tough solids that typically cause sewer problems. With over 40,000 installations, the Muffin Monster is legendary for providing solutions that meet the increasingly demanding needs of wastewater operations.

40K Series Muffin Monster®

The 40K Series Muffin Monster excels in wet and dry grinding applications. It's a powerful shredder for large sludge processing systems. It also serves in many industrial applications including fish and beef processing, petroleum, pulp and paper mills, chemical plants and recycling plants. The 40K is designed to handle the highest solids loading environments.

Wipes Ready® Technology

Wipes Ready® cutters*

Achieve the desired two-dimensional cutting capabilities to control both the width and length of output, preventing materials from forming long strips and reweaving in the waste stream.

- **Cut wipes in two directions**
- **Smaller particle size = No reweaving**

* patent pending

Features

Dual-shafted grinder

- Slow-speed, high-torque grinders handle rags, rocks, wood, wipes, clothing, plastics and other debris
- Capable of grinding a wider variety of solids than single-shafted machines, macerators and chopper pumps

Compact and efficient design

- Adapts to pipelines or channels with little or no modification
- Custom stainless steel frames allow easy installation in channels, wet wells and pump stations
- In-line 30K Muffin Monster incorporates an easy-to-remove cutter cartridge

Automated monitoring and controls

- Load-sensing and reversal mechanism to optimize grinder's performance

Benefits

Equipment protection

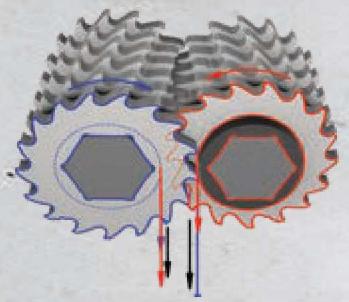
- Protect pumps and other critical equipment from costly clogs and damage from tough solids

Efficient treatment operations

- Grinding separates organic from inorganic materials in the waste stream
- Organics stay in the treatment process and screens are cleaner

Lower Operating Cost

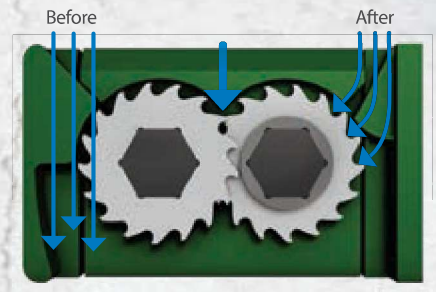
- Clear pipes and pumps means shorter pump run cycles and lower electrical costs



Optimized cut control

Improve cutting by tailoring the speed of the new Wipes Ready cutter rotation with patented optimized cut control.

- **Cutters stay clean**
- **Prevents long strips**



Patented Delta P side rails

Ensure the capture of all items in the waste stream and drive debris into the cutter stack with patented side rail design.

- **Drive debris into cutters**
- **Prevent buildup**
- **Enhance high flow**

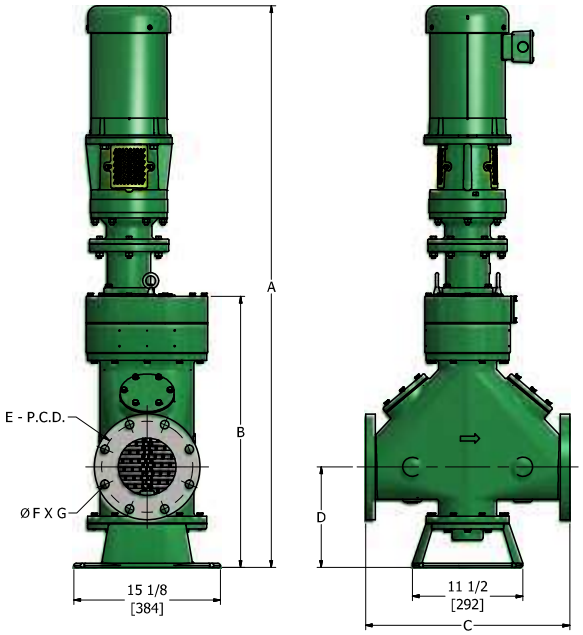
30K series Muffin Monster

Materials of construction

Housings: Ductile iron
Cutters: Hardened alloy steel
Shafts: Hardened alloy steel
Mechanical Seals: Tungsten carbide faces

Specifications

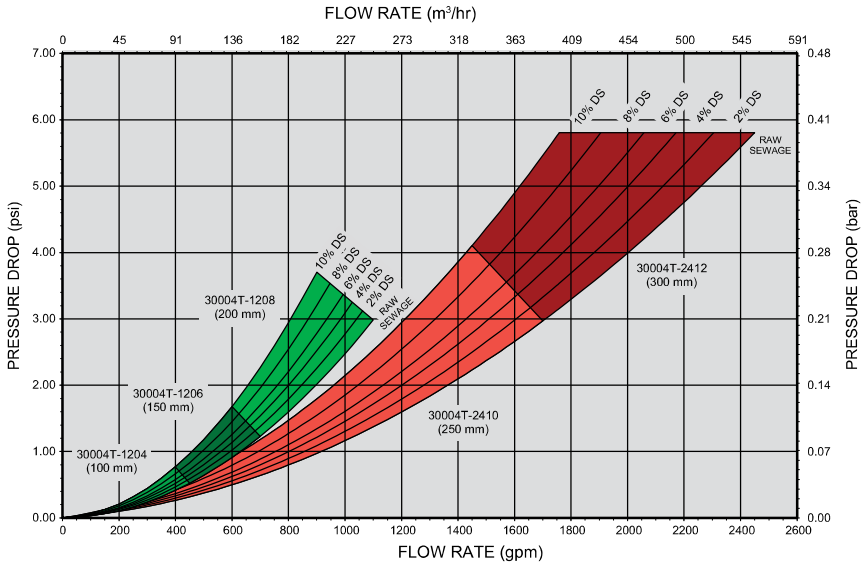
2" (50 mm) hex shafts;
Standard 3 hp (2.2 kW) motor; 29:1 reducer
Cutter Size: 4-3/4" (120 mm) diameter cutters
Seal Max Working Pressure: 90 psi (6 bar)



OPTIONS AVAILABLE

	In-line	Open-channel
5 hp (4 kW) Motor, 29:1 Reducer	■	■
7, 11 and 13-tooth Cutters	■	■
17-tooth Wipes Ready® Cutter	■	■
Monster Metal® Cutter	■	■
Custom Mounting Frames		■
SS & NEMA 7 Control Enclosures	■	■
Stainless Steel Feed Hopper		■
Alternate Voltage & HP Motors	■	■
Explosion-proof Motors	■	■
Immersible Motors	■	■
Hydraulic Power Pack	■	■
Extended Motor Shafts	■	■
ANSI, JIS, JWA, BS & AS Flanges	■	

MODEL 30004T



In-line Model	Flow Rate - gpm (m³/hr)	Pipeline Size - inches (mm)	Pressure Drop - psi (bar)	Standard Dimensions - inches (mm)				Flange Dimensions - inches (mm)			Approximate Net Weight - lbs (kg)
				A	B	C	D	E	F	G	
30004T-1204	450 (102)	4 (100)	0.52 (0.04)	60-1/8 (1527)	28-1/4 (718)	19-1/4 (483)	9-3/8 (238)	7-1/2 (191)	3/4 (19)	8	562 (255)
30004T-1206	700 (159)	6 (150)	1.23 (0.08)	60-1/8 (1527)	28-1/4 (718)	21-1/4 (540)	10-3/8 (264)	9-1/2 (241)	7/8 (22)	8	559 (254)
30004T-1208	1100 (250)	8 (200)	3.00 (0.21)	60-1/8 (1527)	28-1/4 (718)	23-1/4 (591)	11-1/4 (286)	11-3/4 (286)	7/8 (22)	8	568 (258)
30004T-2410	1700 (386)	10 (250)	2.97 (0.20)	71-5/8 (1819)	39-3/4 (1010)	27-1/4 (692)	12-5/16 (313)	14-1/4 (362)	1 (25)	12	789 (358)
30004T-2412	2450 (556)	12 (300)	5.80 (0.40)	71-5/8 (1819)	39-3/4 (1010)	31-1/4 (794)	13-1/4 (337)	17 (431)	1 (25)	12	809 (367)

In-line unit typically installed upstream of the pump. • Consult factory for analysis of application.
• Drive dimensions are a maximum based on a unit with a 3 hp (2.2 kW) drive.

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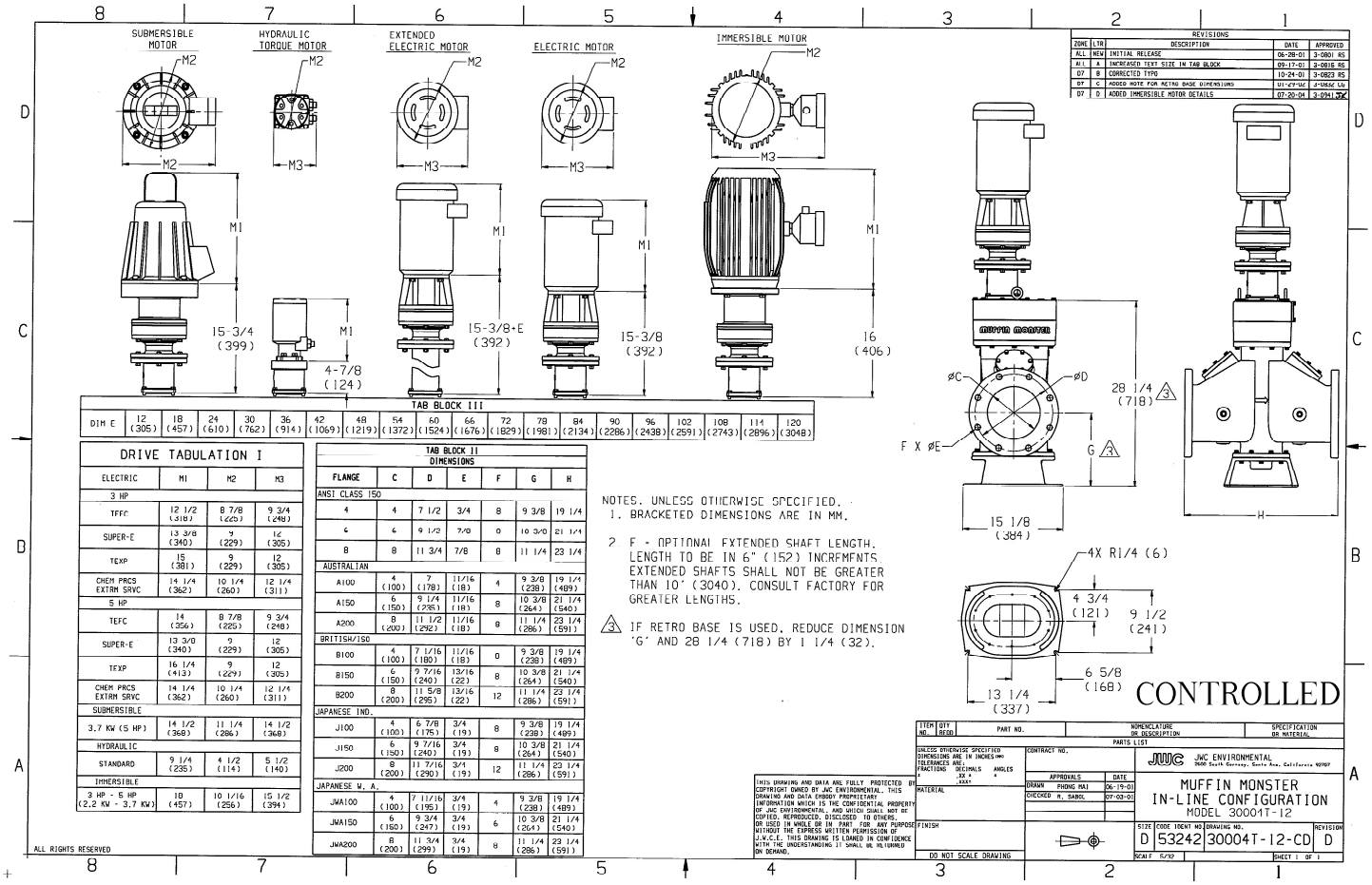

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED
ALL	NEW	INITIAL RELEASE	06-28-01	3-0801 RS
ALL	A	INCREASED TEXT SIZE IN TAB BLOCK	09-17-01	3-0916 RS
D7	B	CORRECTED TYPO	10-24-01	3-0823 RS
D7	C	ADDED NOTE FOR RETRO BASE DIMENSIONS	01-29-02	3-0852 LG
D7	D	ADDED IMMERSIBLE MOTOR DETAILS	07-20-04	3-0941 SK

TAB BLOCK III

DIM E	12 (305)	18 (457)	24 (610)	30 (762)	36 (914)	42 (1069)	48 (1219)	54 (1372)	60 (1524)	66 (1676)	72 (1829)	78 (1981)	84 (2134)	90 (2286)	96 (2438)	102 (2591)	108 (2743)	114 (2896)	120 (3048)

DRIVE TABULATION I

ELECTRIC	M1	M2	M3
3 HP			
TFFC	12 1/2 (318)	8 7/8 (225)	9 3/4 (248)
SUPER-E	13 3/8 (340)	9 (229)	12 (305)
TEXP	15 (381)	9 (229)	12 (305)
CHEM PRCS EXTRM SRVC	14 1/4 (362)	10 1/4 (260)	12 1/4 (311)
5 HP			
TEFC	14 (356)	8 7/8 (225)	9 3/4 (248)
SUPER-E	13 3/8 (340)	9 (229)	12 (305)
TEXP	16 1/4 (413)	9 (229)	12 (305)
CHEM PRCS EXTRM SRVC	14 1/4 (362)	10 1/4 (260)	12 1/4 (311)
SUBMERSIBLE			
3.7 KW (5 HP)	14 1/2 (368)	11 1/4 (286)	14 1/2 (368)
HYDRAULIC			
STANDARD	9 1/4 (235)	4 1/2 (114)	5 1/2 (140)
IMMERSIBLE			
3 HP - 5 HP (2.2 KW - 3.7 KW)	18 (457)	10 1/16 (256)	15 1/2 (394)

TAB BLOCK II DIMENSIONS

FLANGE	C	D	E	F	G	H
ANSI CLASS 150						
4	4	7 1/2	3/4	8	9 3/8	19 1/4
6	6	9 1/2	7/8	8	10 3/8	21 1/4
8	8	11 3/4	7/8	8	11 1/4	23 1/4
AUSTRALIAN						
A100	4 (100)	7 (178)	11/16 (18)	4	9 3/8 (238)	19 1/4 (489)
A150	6 (150)	9 1/4 (235)	11/16 (18)	8	10 3/8 (264)	21 1/4 (540)
A200	8 (200)	11 1/2 (292)	11/16 (18)	8	11 1/4 (286)	23 1/4 (591)
BRITISH/ISO						
B100	4 (100)	7 1/16 (180)	11/16 (18)	8	9 3/8 (238)	19 1/4 (489)
B150	6 (150)	9 7/16 (240)	13/16 (22)	8	10 3/8 (264)	21 1/4 (540)
B200	8 (200)	11 5/8 (295)	13/16 (22)	12	11 1/4 (286)	23 1/4 (591)
JAPANESE IND.						
J100	4 (100)	6 7/8 (175)	3/4 (19)	8	9 3/8 (238)	19 1/4 (489)
J150	6 (150)	9 7/16 (240)	3/4 (19)	8	10 3/8 (264)	21 1/4 (540)
J200	8 (200)	11 7/16 (290)	3/4 (19)	12	11 1/4 (286)	23 1/4 (591)
JAPANESE W. A.						
JWA100	4 (100)	7 11/16 (195)	3/4 (19)	4	9 3/8 (238)	19 1/4 (489)
JWA150	6 (150)	9 3/4 (247)	3/4 (19)	6	10 3/8 (264)	21 1/4 (540)
JWA200	8 (200)	11 3/4 (299)	3/4 (19)	8	11 1/4 (286)	23 1/4 (591)

NOTES. UNLESS OTHERWISE SPECIFIED.
1. BRACKETED DIMENSIONS ARE IN MM.
2. F - OPTIONAL EXTENDED SHAFT LENGTH. LENGTH TO BE IN 6" (152) INCREMENTS. EXTENDED SHAFTS SHALL NOT BE GREATER THAN 10' (3040). CONSULT FACTORY FOR GREATER LENGTHS.
3. IF RETRO BASE IS USED, REDUCE DIMENSION 'G' AND 28 1/4 (718) BY 1 1/4 (32).

CONTROLLED

ITEM NO.	QTY REQD	PART NO.	NOMENCLATURE OR DESCRIPTION	SPECIFICATION OR MATERIAL
		PARTS LIST		

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES[mm] TOLERANCES ARE: FRACTIONS ± DECIMALS .XX ± .XXX ± ANGLES ±
MATERIAL
FINISH
DO NOT SCALE DRAWING

CONTRACT NO.

APPROVALS	DATE
DRAWN PHONG MAI	06-19-01
CHECKED M. SABOL	07-03-01

JWC ENVIRONMENTAL, 2600 South Garnsey, Santa Ana, California 92707

MUFFIN MONSTER
IN-LINE CONFIGURATION
MODEL 30004T-12

SIZE	CODE IDENT NO.	DRAWING NO.	REVISION
D	53242	30004T-12-CD	D

SCALE 1/32 SHEET 1 OF 1

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DRAWING NO. **PC2200-001-1**

REVISION HISTORY							
REV	ZONE	DESCRIPTION	ECO NO.	DATE	DRWN	CHKD	PE
A	ALL	INITIAL RELEASE		6/8/22	TT	IF	TT

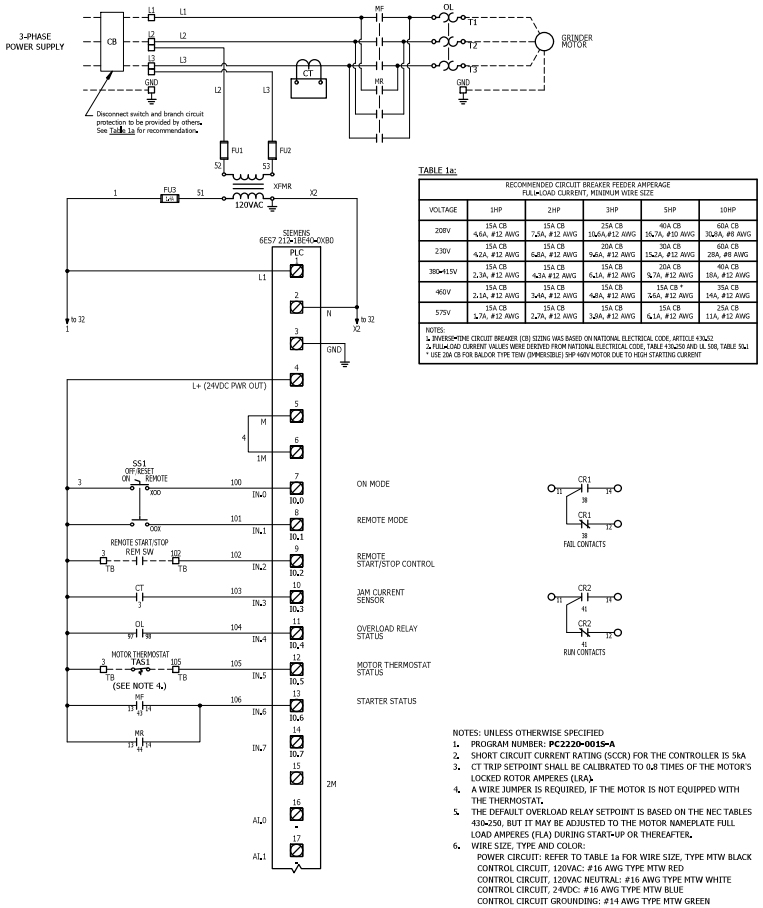
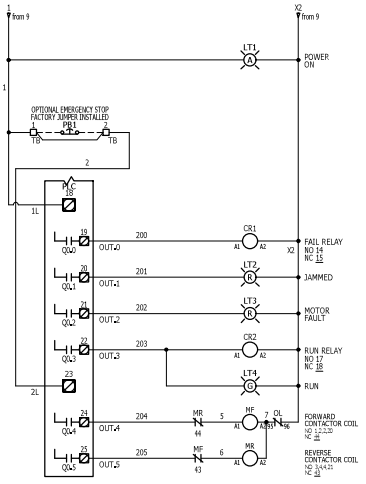


TABLE 1a:

RECOMMENDED CIRCUIT BREAKER FEEDER AMPERAGE
FULL-LOAD CURRENT, MINIMUM WIRE SIZE

VOLTAGE	1HP	2HP	3HP	5HP	10HP
208V	15A CB 4.6A, #12 AWG	15A CB 7.2A, #12 AWG	25A CB 10.6A, #12 AWG	40A CB 16.7A, #10 AWG	60A CB 30.8A, #8 AWG
230V	15A CB 4.2A, #12 AWG	15A CB 6.8A, #12 AWG	20A CB 9.6A, #12 AWG	30A CB 15.2A, #12 AWG	60A CB 28A, #8 AWG
380-415V	15A CB 2.3A, #12 AWG	15A CB 4.3A #12 AWG	15A CB 6.1A, #12 AWG	20A CB 9.7A, #12 AWG	40A CB 18A, #12 AWG
460V	15A CB 2.1A, #12 AWG	15A CB 3.4A, #12 AWG	15A CB 4.8A, #12 AWG	15A CB * 7.6A, #12 AWG	35A CB 14A, #12 AWG
575V	15A CB 1.7A, #12 AWG	15A CB 2.7A, #12 AWG	15A CB 3.8A, #12 AWG	15A CB 6.1A, #12 AWG	25A CB 11A, #12 AWG

NOTES:
1. INVERSE-TIME CIRCUIT BREAKER (CB) SIZING WAS BASED ON NATIONAL ELECTRICAL CODE, ARTICLE 430.52
2. FULL-LOAD CURRENT VALUES WERE DERIVED FROM NATIONAL ELECTRICAL CODE, TABLE 430.250 AND UL 508, TABLE 59.1
* USE 20A CB FOR BALDOR TYPE TEHV (IMMERSIBLE) 5HP 460V MOTOR DUE TO HIGH STARTING CURRENT



Control Philosophy

Power On indicator lamp
- illuminates when control power transformer is energized and fuses are good

Grinder selector switch, ON
- energize grinder motor forward contactor, Run relay & Run indicator lamp

Grinder selector switch, OFF/RESET
- de-energize grinder motor contactor, Run relay & Run indicator lamp
- clear any alarm conditions

Grinder selector switch, REMOTE
- energize grinder motor forward contactor when Remote Run Permissive input to PLC is On; energize the Run relay & Run indicator lamp

Jammed indicator lamp
- illuminates when a jam condition is set by the PLC (see Grinder Jam Clearing Sequence below)

Motor Fault indicator lamp
- illuminates when either a motor overload fault or motor over-temperature fault occurs

Fail Relay
- energized when an alarm condition is set for any of the following: (i) grinder jam; (ii) grinder motor overload, or; (iii) grinder motor overtemp

Emergency stop switch, open, (optional)
- de-energizes control power to PLC outputs that drive the motor starter and Run indicator lamp

Grinder Jam Clearing Sequence
- when the current sensor detects a jam, the motor forward contactor will be momentarily de-energized
- the motor reverse contactor will be energized for a pre-determined period of time and de-energized
- the motor forward contactor will be re-energized
- this sequence is repeated, as required, to clear the jam for a total of no more than 3 reversals in a 30-second period
- if the jam is not cleared in accordance with this sequence, an alarm condition is set
- in order to avoid nuisance trips, the inrush current is ignored for a pre-defined period when the motor is energized

NOTES: UNLESS OTHERWISE SPECIFIED
1. PROGRAM NUMBER: **PC2220-0015-A**
2. SHORT CIRCUIT CURRENT RATING (SCCR) FOR THE CONTROLLER IS 5kA
3. CT TRIP SETPOINT SHALL BE CALIBRATED TO 0.8 TIMES OF THE MOTOR'S LOCKED ROTOR AMPERES (LRA).
4. A WIRE JUMPER IS REQUIRED, IF THE MOTOR IS NOT EQUIPPED WITH THE THERMOSTAT.
5. THE DEFAULT OVERLOAD RELAY SETPOINT IS BASED ON THE NEC TABLES 430-250, BUT IT MAY BE ADJUSTED TO THE MOTOR NAMEPLATE FULL LOAD AMPERES (FLA) DURING START-UP OR THEREAFTER.
6. WIRE SIZE, TYPE AND COLOR:
   POWER CIRCUIT: REFER TO TABLE 1a FOR WIRE SIZE, TYPE MTW BLACK
   CONTROL CIRCUIT, 120VAC: #16 AWG TYPE MTW RED
   CONTROL CIRCUIT, 120VAC NEUTRAL: #16 AWG TYPE MTW WHITE
   CONTROL CIRCUIT, 24VDC: #16 AWG TYPE MTW BLUE
   CONTROL CIRCUIT GROUNDING: #14 AWG TYPE MTW GREEN
   POWER CIRCUIT GROUNDING: #12 AWG TYPE MTW GREEN

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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
FRACTIONS ± 1/32 | DECIMALS .XX ± .02 .XXX ± .005 | ANGLES ± 1/2°
MATERIAL
FINISH 250 (CAST) 125 (MACHINED) UNLESS OTHERWISE SPECIFIED
DO NOT SCALE DRAWING

APPROVALS	DATE
DRAWN TRAN. T.	6/8/22
CHECKED FUENTES, I.	6/8/22
PROJ ENGR TRAN. T.	6/8/22
REVISED	

CONTRACT NO.

JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X FRP - SINGLE MOTOR
MOTOR CONTROLLER - SERIES PC2200

SIZE	DRAWING NO.	REV
D	PC2200-001-1	A

SCALE: NONE | 1 OF 3

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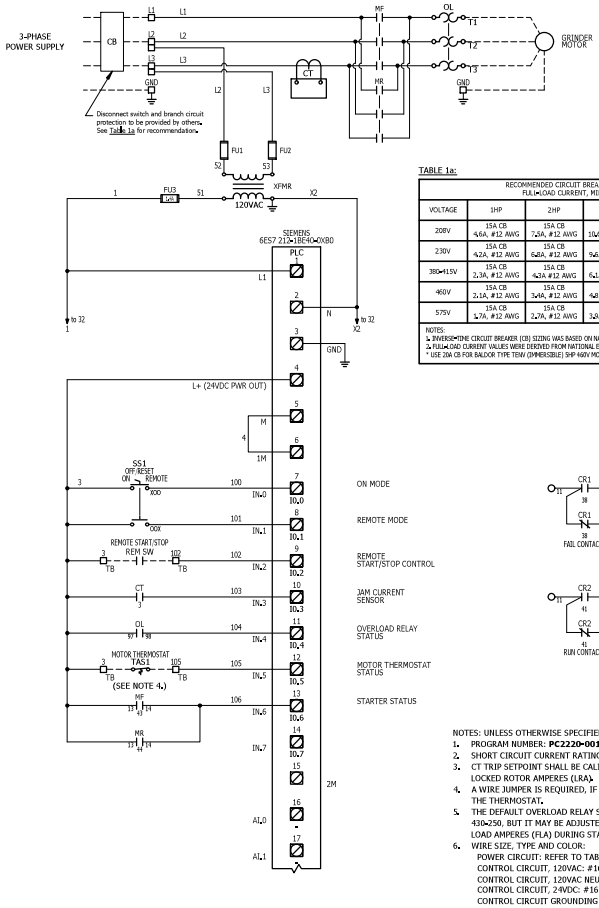
DRAWING NO. **PC2200-001-4**

REVISION HISTORY							
REV	ZONE	DESCRIPTION	ECO NO.	DATE	DRWN	CHKD	PE
A	ALL	INITIAL RELEASE		6/17/22	TT	IF	TT



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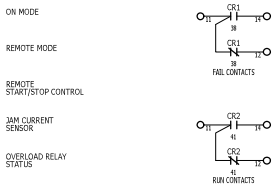

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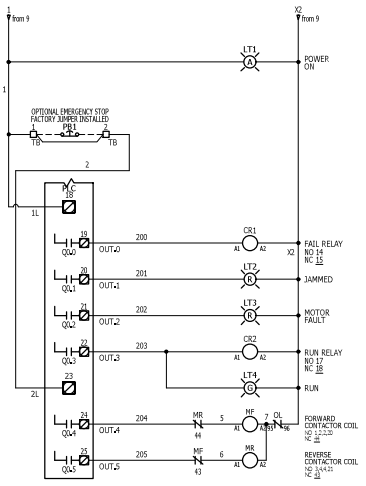

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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
FRACTIONS ± 1/32 | DECIMALS .XX ± .06 .XXX ± .005 | ANGLES ± 1/2°
MATERIAL
FINISH 250 (CAST) 125 (MACHINED) UNLESS OTHERWISE SPECIFIED
DO NOT SCALE DRAWING

APPROVALS	DATE
DRAWN TRAN. T.	6/17/22
CHECKED FUENTES, I.	6/17/22
PROJ ENGR TRAN. T.	6/17/22
REVISED	

CONTRACT NO.

JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X 316 STAINLESS STEEL - SINGLE MOTOR
MOTOR CONTROLLER - SERIES PC2200

SIZE D | DRAWING NO. PC2200-001-4 | REV A
SCALE: NONE | 1 OF 3

UNCONTROLLED COPY

DRAWING NO. **PC2200-001-4**

TABLE 1: PARTS LIST

TB	2	E10-003-214	SCREW CENTER JUMPER - 2 POLE	AB	1492-CJJ8-2
TB	5	E10-003-210	SCREW CONNECTION TERMINAL BLOCK; 50A	AB	1492-J6
TB	2	E10-003-213	SCREW CONNECTION GROUND TERMINAL BLOCK	AB	1492-JG6
TB	4	E10-003-201	END BARRIER	AB	1492-EBJ3
TB	1	E10-003-205	SCREW CENTER JUMPER - 2 POLE	AB	1492-CJJ6-2
TB	6	E10-003-200	SCREW CONNECTION TERMINAL BLOCK; 35A	AB	1492-J4
TB	3	E10-003-207	END ANCHOR	AB	1492-EAJ35
SS1-NP	1	E13-043-095	NAMEPLATE "ON-OFF/RESET-REMOTE", FOR 22mm PILOT DEVICE	JWCE	E13-043-095
SS1	1	E08-001-410	SELECTOR SW - 3 POS MAINT, IP66 NEMA 4/4X/13	AB	800FP-SM32PX20
PLC	1	E19-013-114	SIMATIC S7-1200, CPU 1212C, COMPACT CPU, AC/DC/RLY, ONBOARD I/O: 8 DI 24V DC; 6 DO RELAY 2A; 2 AI 0 - 10V DC, POWER SUPPLY: AC 85 - 264 VAC.	SIEMENS	6ES7 212-1BE40-0XB0
LT4-NP	1	E13-043-004	NAMEPLATE "RUN", FOR 22mm PILOT DEVICE	JWCE	E13-043-004
LT4	1	E07-001-402	GREEN LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P3PN5G
LT3-NP	1	E13-043-145	NAMEPLATE "MOTOR FAULT", FOR 22mm PILOT DEVICE	JWCE	E13-043-145
LT3	1	E07-001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PN5R
LT2-NP	1	E13-043-066	NAMEPLATE "JAMMED", FOR 22mm PILOT DEVICE	JWCE	E13-043-066
LT2	1	E07-001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PN5R
LT1-NP	1	E13-043-001	NAMEPLATE "POWER ON", FOR 22mm PILOT DEVICE	JWCE	E13-043-001
LT1	1	E07-001-404	AMBER LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P0PN5A
FU3	2	E06-130-0140	GENERAL PURPOSE FUSE / MIDGET, 1.4A 250V TIME DELAY	FERRAZ SHAWMUT	TRM1-4/10
END_CLIP	4	E05-022-002	DIN RAIL END CLIP	IDEC	BNL-5
ENCL-PNL	1	E01-050-002	17"x13" BACK PANEL FOR NEMA ENCL 20"x16"	HOFFMAN	A20P16
ENCL	1	E01-4X6-201608	316 STAINLESS STEEL TYPE 4X ENCLOSURE 20"x16"x8"	HOFFMAN	A20H1608SS6LP
CT	1	E04-007-001	CURRENT SENSING SWITCH, 0-135 AMP INPUT, 30V MAX. SOLID-STATE OUTPUT	VERIS	H-701
CR1, CR2	2	E05-004-015	RELAY, 6mm RV8H SERIES, 6A SPDT 120V COIL, LED	IDEC	RV8H-L-AD110
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

NOTE:
ONE SET OF SPARE FUSES ARE INCLUDED IN QUANTITIES.

TABLE 2: BRANCH CIRCUIT COMPONENT SELECTION

VOLTAGE	TAG	MOTOR HORSE POWER (HP)				
		1HP	2HP	3HP	5HP	10HP
208V	XFMR	E03-001-013	E03-001-013	E03-001-013	E03-001-013	E03-001-013
	FU1-FU2	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-103
	OL	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-243A	E02-020-245A
230V	XFMR	E03-001-010	E03-001-010	E03-001-010	E03-001-010	E03-001-010
	FU1-FU2	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-103
	OL	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-243A	E02-020-245A
380-415V	XFMR	E03-001-009	E03-001-009	E03-001-009	E03-001-009	E03-001-009
	FU1-FU2	E06-110-0075	E06-110-0075	E06-110-0075	E06-110-0075	E06-110-0075
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-242A
460V	XFMR	E03-001-010	E03-001-010	E03-001-010	E03-001-010	E03-001-010
	FU1-FU2	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-242A
575V	XFMR	E03-001-027	E03-001-027	E03-001-027	E03-001-027	E03-001-027
	FU1-FU2	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-242A

TABLE 3: PARTS LIST SUPPLEMENT TO TABLE 2

F1-F2	4	E06-110-0100	FUSE, 1.0A, 600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR1
F1-F2	4	E06-110-0075	FUSE, .75A,600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR3/4
F1-F2	4	E06-110-0050	FUSE, .5A,600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR1/2
XFMR	1	E03-001-027	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 600:120	AB	1497-G-CXSX-3-N
XFMR	1	E03-001-013	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 208:120	AB	1497-G-HXDX-3-N
XFMR	1	E03-001-010	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 240/480:120	AB	1497-G-BASX-3-N
XFMR	1	E03-001-009	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 380/400/415:230/115	AB	1497-G-M4-3-N
OL	1	E02-020-245A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 9.0-45 AMPS	AB	193-1EFFD
OL	1	E02-020-243A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 5.4-27 AMPS	AB	193-1EFEB
OL	1	E02-020-242A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 3.2-16 AMPS	AB	193-1EFDB
OL	1	E02-020-241A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 1.0-5.0 AMPS	AB	193-1EFCB
MF/MR	1	E02-020-101	IEC CONTACTOR, AC REVERSING, 23 AMPS	AB	104-C23D22
MF/MR	1	E02-020-103	IEC CONTACTOR, AC REVERSING, 37 AMPS	AB	104-C37D22
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X 316 STAINLESS STEEL - SINGLE MOTOR MOTOR CONTROLLER - SERIES PC2200

SIZE	DRAWING NO.	REV
D	PC2200-001-4	A

SCALE: NONE | 2 OF 3

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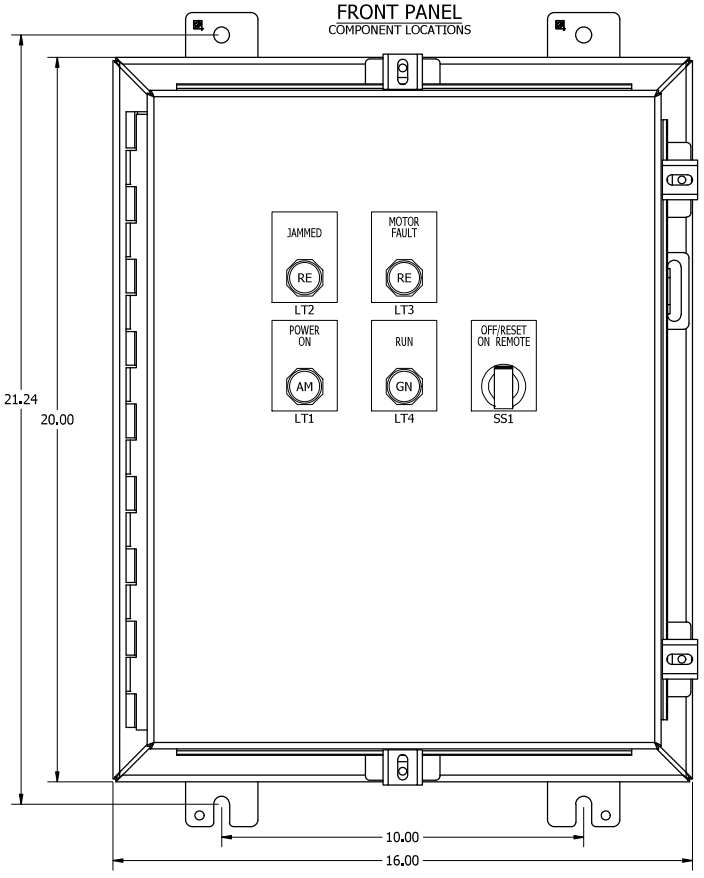
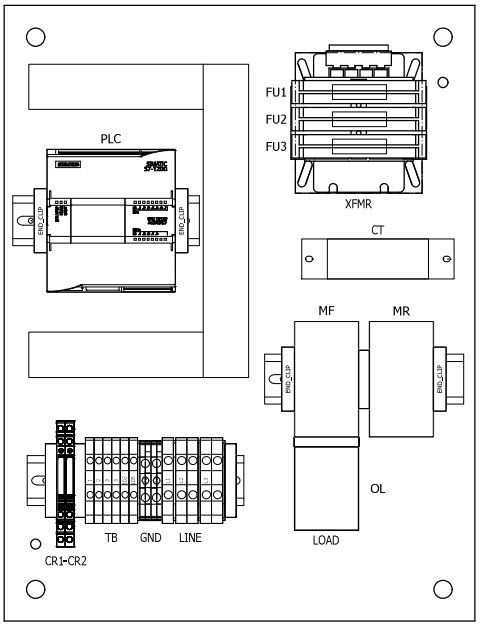
UNCONTROLLED COPY

DRAWING NO. **PC2200-001-4**

FRONT PANEL
COMPONENT LOCATIONS



BACK PANEL
COMPONENT LOCATIONS



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JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X 316 STAINLESS STEEL - SINGLE MOTOR MOTOR CONTROLLER - SERIES PC2200

SIZE	DRAWING NO.	REV
D	PC2200-001-4	A

SCALE: NONE 3 OF 3

UNCONTROLLED COPY

DRAWING NO. **PC2200-001-1**

TABLE 1: PARTS LIST

TB	2	E10-003-214	SCREW CENTER JUMPER - 2 POLE	AB	1492-CJJ8-2
TB	5	E10-003-210	SCREW CONNECTION TERMINAL BLOCK; 50A	AB	1492-J6
TB	2	E10-003-213	SCREW CONNECTION GROUND TERMINAL BLOCK	AB	1492-JG6
TB	4	E10-003-201	END BARRIER	AB	1492-EBJ3
TB	1	E10-003-205	SCREW CENTER JUMPER - 2 POLE	AB	1492-CJJ6-2
TB	6	E10-003-200	SCREW CONNECTION TERMINAL BLOCK; 35A	AB	1492-J4
TB	3	E10-003-207	END ANCHOR	AB	1492-EAJ35
SS1-NP	1	E13-043-095	NAMEPLATE "ON-OFF/RESET-REMOTE", FOR 22mm PILOT DEVICE	JWCE	E13-043-095
SS1	1	E08-001-410	SELECTOR SW - 3 POS MAINT, IP66 NEMA 4/4X/13	AB	800FP-SM32PX20
PLC	1	E19-013-114	SIMATIC S7-1200, CPU 1212C, COMPACT CPU, AC/DC/RLY, ONBOARD I/O: 8 DI 24V DC; 6 DO RELAY 2A; 2 AI 0 - 10V DC, POWER SUPPLY: AC 85 - 264 VAC.	SIEMENS	6ES7 212-1BE40-0XB0
LT4-NP	1	E13-043-004	NAMEPLATE "RUN", FOR 22mm PILOT DEVICE	JWCE	E13-043-004
LT4	1	E07-001-402	GREEN LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P3PN5G
LT3-NP	1	E13-043-145	NAMEPLATE "MOTOR FAULT", FOR 22mm PILOT DEVICE	JWCE	E13-043-145
LT3	1	E07-001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PN5R
LT2-NP	1	E13-043-066	NAMEPLATE "JAMMED", FOR 22mm PILOT DEVICE	JWCE	E13-043-066
LT2	1	E07-001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PN5R
LT1-NP	1	E13-043-001	NAMEPLATE "POWER ON", FOR 22mm PILOT DEVICE	JWCE	E13-043-001
LT1	1	E07-001-404	AMBER LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P0PN5A
FU3	2	E06-130-0140	GENERAL PURPOSE FUSE / MIDGET, 1.4A 250V TIME DELAY	FERRAZ SHAWMUT	TRM1-4/10
END_CLIP	4	E05-022-002	DIN RAIL END CLIP	IDEC	BNL-5
ENCL-PNL	1	E01-044-002V	16"x14" BACK PANEL FOR DIAMOND SERIES ENCL.	STAHLIN	BP1614AL
		E01-028-014	MOUNTING FEET FOR DIAMOND SERIES ENCL.	STAHLIN	DSMGFTKIT
ENCL	1	E01-028-010	ENCL NEMA 4X FIBERGLASS 16X14X8 CUSTOM, HINGED OPAQUE COVER WITH STAINLESS STEEL PULL LATCHES	STAHLIN	DS161408HPL
CT	1	E04-007-001	CURRENT SENSING SWITCH, 0-135 AMP INPUT, 30V MAX. SOLID-STATE OUTPUT	VERIS	H-701
CR1, CR2	2	E05-004-015	RELAY, 6mm RV8H SERIES, 6A SPDT 120V COIL, LED	IDEC	RV8H-L-AD110
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

NOTE:
ONE SET OF SPARE FUSES ARE INCLUDED IN QUANTITIES.

TABLE 3: PARTS LIST SUPPLEMENT TO TABLE 2

F1-F2	4	E06-110-0100	FUSE, 1.0A, 600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR1
F1-F2	4	E06-110-0075	FUSE, .75A,600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR3/4
F1-F2	4	E06-110-0050	FUSE, .5A,600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR1/2
XFMR	1	E03-001-027	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 600:120	AB	1497-G-CXSX-3-N
XFMR	1	E03-001-013	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 208:120	AB	1497-G-HXDX-3-N
XFMR	1	E03-001-010	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 240/480:120	AB	1497-G-BASX-3-N
XFMR	1	E03-001-009	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 130VA, 380/400/415:230/115	AB	1497-G-M4-3-N
OL	1	E02-020-245A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 9.0-45 AMPS	AB	193-1EFFD
OL	1	E02-020-243A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 5.4-27 AMPS	AB	193-1EFEB
OL	1	E02-020-242A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 3.2-16 AMPS	AB	193-1EFDB
OL	1	E02-020-241A	IEC E1 PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 1.0-5.0 AMPS	AB	193-1EFCB
MF/MR	1	E02-020-101	IEC CONTACTOR, AC REVERSING, 23 AMPS	AB	104-C23D22
MF/MR	1	E02-020-103	IEC CONTACTOR, AC REVERSING, 37 AMPS	AB	104-C37D22
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

TABLE 2: BRANCH CIRCUIT COMPONENT SELECTION

VOLTAGE	TAG	MOTOR HORSE POWER (HP)				
		1HP	2HP	3HP	5HP	10HP
208V	XFMR	E03-001-013	E03-001-013	E03-001-013	E03-001-013	E03-001-013
	FU1-FU2	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-103
	OL	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-243A	E02-020-245A
230V	XFMR	E03-001-010	E03-001-010	E03-001-010	E03-001-010	E03-001-010
	FU1-FU2	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-103
	OL	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-243A	E02-020-245A
380-415V	XFMR	E03-001-009	E03-001-009	E03-001-009	E03-001-009	E03-001-009
	FU1-FU2	E06-110-0075	E06-110-0075	E06-110-0075	E06-110-0075	E06-110-0075
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-242A
460V	XFMR	E03-001-010	E03-001-010	E03-001-010	E03-001-010	E03-001-010
	FU1-FU2	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A	E02-020-242A
575V	XFMR	E03-001-027	E03-001-027	E03-001-027	E03-001-027	E03-001-027
	FU1-FU2	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050	E06-110-0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02-020-101	E02-020-101
	OL	E02-020-241A	E02-020-241A	E02-020-241A	E02-020-242A	E02-020-242A

JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X FRP - SINGLE MOTOR
MOTOR CONTROLLER - SERIES PC2200

SIZE	DRAWING NO.	REV
D	PC2200-001-1	A

SCALE: NONE | 2 OF 3

ALL RIGHTS RESERVED

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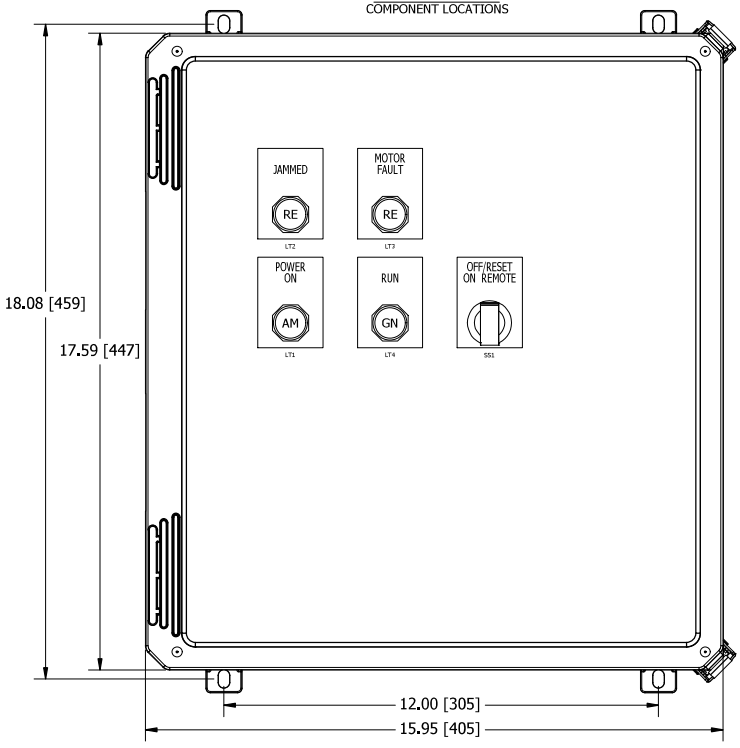
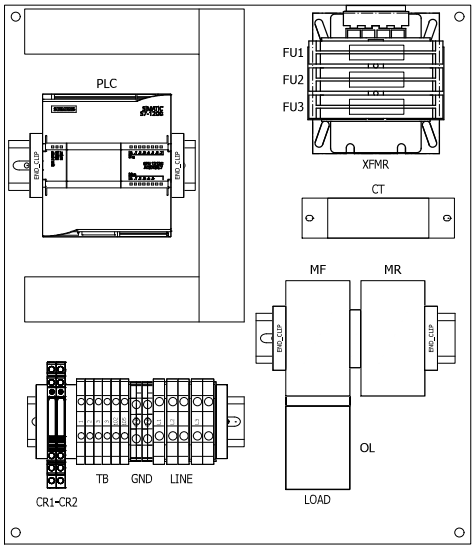
DRAWING NO. **PC2200-001-1**

FRONT PANEL
COMPONENT LOCATIONS



BACK PANEL
COMPONENT LOCATIONS



JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X FRP - SINGLE MOTOR
MOTOR CONTROLLER - SERIES PC2200

SIZE	DRAWING NO.	REV
D	PC2200-001-1	A

SCALE: NONE 3 OF 3

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SOLE_SOURCE_determinatin request form Misco Water NEW FORM 12.24.24 updated

Final Audit Report 2025-01-07

Created:	2025-01-03
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdey8qxpgzJ1ldpD2EQFkfblxK2R7xjBe

"SOLE_SOURCE_determinatin request form Misco Water NEW FORM 12.24.24 updated" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-01-03 - 11:42:32 PM GMT- IP address: 63.232.20.2

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-01-03 - 11:47:38 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-01-07 - 7:57:58 PM GMT- IP address: 63.232.20.2

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-01-07 - 7:58:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2025-01-07 - 7:58:15 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-01-07 - 8:12:27 PM GMT- IP address: 174.218.17.167

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-01-07 - 8:13:24 PM GMT - Time Source: server- IP address: 174.218.17.167

Agreement completed.
2025-01-07 - 8:13:24 PM GMT

Powered by Adobe Acrobat Sign

MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Saturday, February 8, 2025 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #50-M0087-25-CP010 - 30 Days

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

Your Sole Source #**50-M0087-25-CP010** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

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

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

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

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Enterpise Fund/WIP Construction	5000375	572970	WWM245002	$ 249,984	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 249,984	$ -

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

To increase 5000375/572970 WIP CONSTRUCTION from cash for continued rental of the Aeratros for the emergency at WW

Please NOTE on posting NEWTERRA :)

please review memo for details

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(249,984)
TOTAL:	(249,984)

Linda MacAllister — 2/14/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Jesse Roach — Mar 3, 2025
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 — 03/06/2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/3/2025

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
Digital Insurance LLC - Clayton, MO
8235 Forsyth Blvd #1200
Clayton MO 63105

License#: 8012081

CONTACT NAME: Charita Mesger
PHONE (A/C, No, Ext): 314-746-4700 **FAX (A/C, No):** 314-889-3700
E-MAIL ADDRESS: charita.mesger@onedigital.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gemini Insurance Company	10833
INSURER B : Great American E&s Ins Co	37532
INSURER C : Tokio Marine Speciality Ins Co	23850
INSURER D : National Fire Ins Co Of Hartford	20478
INSURER E : Transportation Insurance Co	20494
INSURER F :	

INSURED
Newterra Corporation, Inc.
Newterra Holdings, LLC
1555 Coraopolis Heights Rd.
Coraopolis PA 15108

NEWTCOR-01

COVERAGES **CERTIFICATE NUMBER:** 585252937 **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:			VMGP005669	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Comp: $1,000 X Coll: $1,000			6072879306	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XSE65888404	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
E E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6072879192 6079543872	12/31/2024 12/31/2024	12/31/2025 12/31/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C	Contractor Pollution & Professional Liability			PPK2640691 PPK2640916	12/31/2024 12/31/2024	12/31/2025 12/31/2025	Claim/Agg Claim/Agg	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability, and Automobile Liability, include Blanket Additional Insureds where such status is required by a written contract. The General Liability, Automobile Liability, Umbrella Liability, Pollution Liability and Workers' Compensation policies include Blanket Waivers of Subrogation which provide this status when required by a written contract. Waiver of Subrogation for Umbrella Liability, applies in favor of Additional Insured/Certificate Holder per policy terms and conditions 30 day notice of cancellation in favor of the First Named Insured.

Policies are Primary and Non-Contributory. Umbrella policy follows the form of underlying policies in favor of the certificate holder.
City of Santa Fe is included as Additional Insured(s)on all policies including Contractors Pollution Liability as required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael F Sheehan Jr

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Signature: LeRoy Alvarado
LeRoy Alvarado (Feb 27, 2025 13:38 MST)

Email: lmalvarado@santafenm.gov

City of Santa Fe, New Mexico

Memorandum

DATE: January 24, 2025

TO: Public Works and Utilities Committee
Finance Committee
Governing Body

VIA: Jesse Roach, Interim Public Utilities Director JR
Deborah Trujillo, Interim Environmental Services Division Director DT
Michael Dozier, Wastewater Division Director MD

FROM: Nancy Jimenez, PUD, Utility Billing Division Director NLJ

RE: BAR to Utility Billing and Customer Service Division for Temporary Professional Staffing

---

ITEM AND ISSUE:

The Utility Billing and Customer Service Division of the Public Utilities Department is requesting approval for a Budget Amendment Resolution (BAR) in the amount of $150,000.00 for temporary professional staffing needs.

BACKGROUND AND SUMMARY:

Public Utilities Department is understaffed and needs to meet immediate staffing needs.

FUNDING SOURCE:

Funding is available in the Public Utilities Cash Enterprise Funds.

REQUESTED ACTION:

Request approval of a BAR to increase budget in Org/Obj 5115501.510310.

ATTACHMENTS:

BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Utility Billing Division	1/24/205

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
PU Admin/Service Contracts	5115501	510310		150,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 150,000	$ -

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

Budget increase needed for temporary staffing needs

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	100,000
510	25,000
500	25,000
TOTAL:	**150,000**

Virginia Wolff for Nancy Jimenez — 1/24/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Jan 24, 2025
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 — Jan 27, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Signature: Nancy L. Jimenez
Nancy L. Jimenez (Jan 25, 2025 07:34 MST)

Email: nljimenez@santafenm.gov

Signature:

Email: mldozier@santafenm.gov

Signature:
DEBORA TRUJILLO (Jan 27, 2025 13:07 MST)

Email: dctrujillo@santafenm.gov

Temporary Staffing Memo and BAR 2025.xls

Final Audit Report 2025-01-27

Created:	2025-01-24
By:	Gina Wolff (vawolff@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXdR_6d1S_w_A92i-B4g7fQqJ0wEpo1Zs

"Temporary Staffing Memo and BAR 2025.xls" History

Document created by Gina Wolff (vawolff@santafenm.gov)
2025-01-24 - 10:58:21 PM GMT- IP address: 63.232.20.2

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Signer Nancy Jimenez (nljimenez@santafenm.gov) entered name at signing as Nancy L. Jimenez
2025-01-25 - 2:34:10 PM GMT- IP address: 63.232.20.2

Document e-signed by Nancy L. Jimenez (nljimenez@santafenm.gov)
Signature Date: 2025-01-25 - 2:34:12 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-01-25 - 2:34:13 PM GMT

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2025-01-25 - 2:37:56 PM GMT- IP address: 75.161.84.197

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Signature Date: 2025-01-25 - 2:39:06 PM GMT - Time Source: server- IP address: 75.161.84.197

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2025-01-25 - 2:39:08 PM GMT

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2025-01-27 - 8:06:38 PM GMT- IP address: 104.47.64.254

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)

Signature Date: 2025-01-27 - 8:07:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature

2025-01-27 - 8:07:19 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

2025-01-27 - 11:18:32 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2025-01-27 - 11:18:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-01-27 - 11:18:55 PM GMT

CITY OF SANTA FE

Memorandum

Date: February 25, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: 2025 Railyard Plaza Summer Scene Concerts

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to As Above, So Below to serve beer and wine at the 2025 Railyard Plaza Summer Scene Concert series on City of Santa Fe ("City") property, in the Railyard Plaza, on June 5, June 6, June 12, June 13, June 19, June 20, June 26, July 18, July 25, August 1, August 8, August 22, and August 29, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the 2025 Railyard Plaza Summer Scene Concerts;
- the location is the Railyard Plaza;
- the dates are June 5, June 6, June 12, June 13, June 19, June 20, June 26, July 18, July 25, August 1, August 8, August 22, and August 29, 2025;
- the alcohol served will be beer and wine;
- 500 to 1,000 attendees per event are expected;
- a Special Dispenser Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE 2025 RAILYARD PLAZA SUMMER SCENE CONCERTS ON JUNE 5, 2025; JUNE 6, 2025; JUNE 12, 2025; JUNE 13, 2025; JUNE 19, 2025; JUNE 20, 2025; JUNE 26, 2025; JULY 18, 2025; JULY 25, 2025; AUGUST 1, 2025; AUGUST 8, 2025; AUGUST 22, 2025 AND AUGUST 29, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the Railyard Plaza Summer Scene Concerts event series has been taking place annually for sixteen (16) years; and

WHEREAS, Railyard Plaza Summer Scene Concerts seeks to use As Above, So Below, a local distillery in the city of Santa Fe, to **s**erve beer and wine, promoting a local business to the

community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the 2025 Railyard Plaza Summer Scene Concerts is hereby approved according to the following parameters:

Event:	Railyard Plaza Summer Scene Concerts
Dates:	June 5, 2025; June 6, 2025; June 12, 2025; June 13, 2025; June 19, 2025; June 20, 2025; June 26, 2025; July 18, 2025; July 25, 2025; August 1, 2025; August 8, 2025; August 22, 2025; and August 29, 2025
Hours:	6:30 p.m. to 9:30 p.m.
Location:	Railyard Plaza
Number of expected attendees:	500 to 1,000, per event
Type of alcohol to be served:	Beer and Wine
Required Permits:	Special Dispenser Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. As Above, So Below Distillery shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/2025 Railyard Plaza Summer Scene Concerts Alcohol Approval

FIR No. 10661.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2025 Railyard Plaza Summer Scene Concerts

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar **Date:** 2/20/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: [signature] **Date:** Mar 5, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 6, 2025

Summary:
This proposed Resolution authorizes the sale and consumption of beer and wine at the 2025 Railyard Plaza Summer Scene Concerts event series. The Railyard Plaza Summer Scene Concerts will be held at the Railyard Plaza on June 5, June 6, June 12, June 13, June 19, June 20, June 26, July 18, July 25, August 1, August 8, August 22, and August 29, 2025 from 6:30 p.m. to 9:30 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 23-6.2(A).

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Railyard Plaza Summer Scene Concerts will not be able to have beer and wine as part of its 2025 concert event series.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
As Above, so Below Distillery, which is the sponsor of the Railyard Plaza Summer Scene Concerts event series, is also required to obtain a Special Dispenser Permit from the Clerk's Office for the events.

Fiscal Implications:
None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

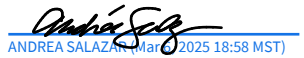
Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: 
ANDREA SALAZAR (Mar 7, 2025 18:58 MST)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 22, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, Santa Fe City Clerk AS

RE: SITE Santa Fe 2025 Annual Benefit Alcohol Approval

EXECUTIVE SUMMARY:

This Resolution would grant permission to SITE Santa Fe to serve wine and beer at its annual Gala Dinner Event at the Ramada in the Railyard Park on July 18, 2025 and would rescind the permission to serve on June 26, 2025, the date previously approved in Resolution 2023-7.

BACKGROUND:

SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses these required elements:

- the event is SITE Santa Fe's Annual Gala Dinner Event;
- the location is the Ramada at the Railyard Park;
- the date is July 18, 2025;
- the time is 5:00 p.m. to 11:00 p.m.;
- the alcohol served will be beer and wine;
- 275 attendees are expected;
- A Private Celebration Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than be $2,000,000, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

APPROVING THE CONSUMPTION OF BEER AND WINE DURING SITE SANTA FE'S ANNUAL GALA DINNER EVENT ON JULY 18TH, 2025, AT THE RAMADA IN THE RAILYARD PARK, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987, AND RESCINDING THE APPROVAL FOR CONSUMPTION ON JUNE 26, 2025, WHICH WAS GRANTED IN RESOLUTION 2023-7.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City property; and

WHEREAS, for locations not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, SITE Santa Fe seeks to nurture innovation, discovery, and inspiration through the art of today; and

WHEREAS, SITE Santa Fe was founded in 1995 to establish the first international contemporary art biennial in the United States and is committed to supporting new developments

in contemporary art, encouraging artistic exploration, and expanding traditional museum experiences; and

WHEREAS, since its launch, SITE Santa Fe has presented 12 international biennials, more than 90 contemporary art exhibitions, and work by hundreds of emerging and established artists from around the world and right here in New Mexico; and

WHEREAS, SITE Santa Fe also presents a wide range of public and educational programs that include conversations with artists and curators, performances, film screenings, concerts, hands-on workshops, and collaborations with dozens of local schools and community organizations; and

WHEREAS, Resolution 2023-7 approved consumption of alcohol at the Railyard Ramada during the annual SITE Samta Fe gala on one Thursday in June for the years 2023-2027; and

WHEREAS, the dates approved by Resolution 2023-7 for the annual SITE Santa Fe gala were as follows: June 22, 2023; June 20, 2024; June 26, 2025; June 25, 2026; and June 24, 2027; and

WHEREAS, rather than June 26, SITE Santa Fe will be hosting the Annual Gala Dinner Event in 2025 on July 18; and

WHEREAS, SITE Santa Fe's Annual Gala Dinner Event will raise funds for SITE Santa Fe's exhibitions and education and public programs and will allow it to continue its "Every Day Free Admission Program"; and

WHEREAS, SITE Santa Fe wishes to serve wine and beer to enhance the dinner experience for its planned event on the evening of July 18, 2025, and no longer wishes to serve alcohol on June 26, 2025; and

WHEREAS, SITE Santa Fe requests permission to provide alcohol service for its annual gala to provide wine and beer and adhering to all regulations required in Section 23-6.3 SFCC 1987 on Friday, July 18, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

CITY OF SANTA FE that alcohol service for the following event is hereby approved:

Event:	SITE Santa Fe Annual Gala Dinner Event
Dates:	July 18, 2025
Hours:	5:00 p.m. – 11:00 p.m.
Location:	Railyard Park Ramada
Number of expected attendees:	275
Type of alcohol to be served:	Wine and Beer
Required Permits:	Private Celebration Permits
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. SITE Santa Fe shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

BE IT FURTHER RESOLVED that the approval for July 25, 2025, is rescinded.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10646.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): SITE Santa Fe 2025 Annual Benefit Alcohol Approval

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar **Date:** 1/22/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: [signature] **Date:** Feb 26, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 2, 2025

Summary:
This proposed Resolution authorizes the consumption of beer and wine on City property for SITE Santa Fe's annual Gala Dinner Event, to be held at the Ramada in the Railyard Park on July 18, 2025 from 5:00 p.m. to 11:00 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 23-6.2(A). The Resolution also rescinds approval for serving alcohol on June 26, 2025, previously approved by Resolution 2023-7.

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then SITE Santa Fe will not be permitted to serve beer and wine during it's annual Gala Dinner Event. Additionally, June 26, 2025, would be the approved date for SITE Santa Fe's annual event instead of July 18, 2025.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolutions rescinds approval for the June 26, 2025, date, which was previously established for SITE Santa Fe's annual benefit event in Resolution 2023-7.

Performance and Administrative Implications:
SITE Santa Fe is required to obtain private celebration permits from the Clerk's Office for the event.

Fiscal Implications:
None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:
ANDREA SALAZAR (Mar 7, 2025 12:14 MST)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 18, 2025

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

From: Fred Heerbrandt, PE Engineering Supervisor

Via: Jesse Roach, Interim Public Utilities Department Director
Regina Wheeler, Public Works Director

RE: Authorizing Representatives and Agents for NMED Agreement SAP 24-I2457-GF

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED) regarding Agreement SAP 24-I2457-GF ("Agreement"). The Agreement makes available two hundred and ten thousand dollars ($210,000), appropriated by the New Mexico State Legislature for a project to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road to improve residential septic systems.

BACKGROUND:

The New Mexico Environment Department, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT, REGARDING AGREEMENT NUMBER SAP 24-I2457-GF, TO PLAN, DESIGN, AND CONSTRUCT IMPROVEMENTS ON JEMEZ ROAD, INCLUDING A SEWER LINE SOUTH OF AIRPORT ROAD, TO IMPROVE RESIDENTIAL SEPTIC SYSTEMS.

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 103, the New Mexico Legislature made an appropriation to the New Mexico Environment Department ("NMED"), for funds from which NMED is making available to the City of Santa Fe ("Grantee" OR "City") through NMED Agreement Number SAP 24-I2457-GF ("Agreement"), incorporated as Attachment A, in the amount of two hundred and ten thousand ($210,000), to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road to improve residential septic systems in the City of Santa Fe in Santa Fe County; and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the

person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment", and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations, and DFA renewed this position in a letter dated August 20, 2024, for all current Capital outlay appropriations; and

WHEREAS, as a result of the DFA's position, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, the terms of Amendment No. 3 to the Intergovernmental Service Agreement, Appropriation ID No. I2457, included as part of Attachment B, includes the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative and is authorized to sign the Agreement:

Grantee:	City of Santa Fe
Name:	Alan Webber
Title:	Mayor
Address:	PO Box 909
	Santa Fe, NM 87504-0909
Email:	mayor@santafenm.gov
Telephone:	(505) 955-6590

B. The people listed below, or their successors, are the Grantee's Fiscal Agent and

the Official Representative, who are authorized, respectively, to sign Request for Payment (Fiscal Agent) and to act as the project contact and sign all other documents necessary to fulfill the Grant Agreement and the Requirements (Public Works Director):

Grantee:	City of Santa Fe
Name:	Felicity Fonseca;
Title:	Community Development Director, North Central New Mexico Economic Development District, Contracted Fiscal Agent;
Address:	644 Don Gaspar Ave. Santa Fe, Nm 87505
Email:	felicityf@ncnmedd.com
Telephone:	(505) 356-9098
Name:	Regina Wheeler
Title:	Public Works Director
Address:	737 Agua Fria St. Santa Fe, Nm 87501
Email:	rawheeler@santafenm.gov
Telephone:	(505) 955-6622

C. The person listed below, or their successor, is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement:

Grantee:	City of Santa Fe
Name:	David Chapman
Title:	Grant Administrator

Address: P.O. Box 909

Santa Fe, NM, 87504

Email: dachapman@santafenm.gov

Telephone: (505) 955-6251

D. The person listed below, or their successor, is the contact who is designated to receive Notice of Obligations (NOOs):

Grantee: City of Santa Fe

Name: Jesse Roach

Title: Interim Utilities Director

Address: 801 W. San Mateo

Santa Fe, NM, 87504

Email: jdroach@santafenm.gov

Telephone: (505) 955-4309.

BE IT FURTHER RESOLVED, the Resolution Form included on page 18 of 21 in Attachment A, SAP 24-I2457-GF is the form used for this Resolution.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Santa Fe
SAP 24-I2457-GF

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 103 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2457-GF $210,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 103, Two Hundred Ten Thousand Dollars, ($210,000.00), from the General Fund to plan, design and construct improvements on Jemez road, including a sewer line south of Airport road, to improve residential septic systems in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Two Hundred Ten Thousand Dollars, $210,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ($0.00)[1], if applicable, Two Hundred Ten Thousand Dollars, $210,000.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3583
505-670-3615

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone:505-222-9568

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

The Grantee shall respond to such requests for additional information within a reasonable amount of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page
FA--JEMEZ RD CONSTRUCT SAP 24-I2457-GF

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

New Mexico Environment Department

_____
Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:41 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	$ 0.00
F.	Reversion Amount *(If Applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____
Grantee Fiscal Officer or **Fiscal Agent** *(If applicable)* | **Grantee Representative**

_____ _____
Printed Name | Printed Name

Date: _____ Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____
Division Fiscal Officer Date | Division Project Manager Date

September 2014

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
FA--JEMEZ RD CONSTRUCT - SAP 24-I2457-GF

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024		NEW MEXICO ENVIRONMENT DEPARTMENT			
		CONSTRUCTION PROGRAMS BUREAU			

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY		C. DISBURSEMENT REQUEST NUMBER	
B. PROJECT NUMBER		D. GRANT AMOUNT	

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in complieance with Artile VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Governing Body of the City of Santa Fe** of **Santa Fe** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2457-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Alan Webber, Mayor or successor is authorized to sign the Grant Agreement for this project, and

Regina Wheeler, Public Works Director and Felicity Fonseca, NCNMEDD, Contracted Fiscal Agent, or successor are the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Request for Payment and to act as the project contact, and

David Chapman, Grant Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

Jesse Roach, Interim Utilities Director, or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: ____

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: City of Santa Fe Project Number: SAP 24-I2457-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Notice of Obligations (NOO's)			
Name		Name	
Title		Title	
Signature	No Signature Required	Signature	No Signature Required
Address		Address	
Email		Email	
Phone		Phone	

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Santa Fe, City of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2024), Chapter (66), Section (20), Subsection (103), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Santa Fe, City of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 24-I2457-GF, in the amount of Two Hundred Ten Thousand Dollars ($210,000.00), expiring 6/30/2028 and has been appropriated "to plan, design and construct improvements on Jemez road, including a sewer line south of Airport road, to improve residential septic systems in Santa Fe in Santa Fe county;"

It is mutually agreed that the Grantee will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related to the project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

_____

Signature of Official with Authority to Bind Grantee

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

_____

Signature of Official with Authority to Bind Fiscal Agent

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:41 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

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

M. 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: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10659.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMED Agreement SAP 24-I2457-GF

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 1/31/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Mar 7, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 7, 2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED) regarding Capital Appropriation Project SAP 24-I2457-GF ("Agreement"). The Agreement makes available two hundred and ten thousand dollars ($210,000), appropriated by the New Mexico Legislature for a project to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road to improve residential septic systems.

Departments Affected:
Public Works Department and Public Utilities Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X. B. (v) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMED funding in the amount of two hundred and ten thousand dollars ($210,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:
Public Utilities Staff will plan, design, and construct improvements on Jemez Road including a sewer line south of Airport Road to improve residential septic systems in association with this Agreement. Public Utilities Department and Finance Department staff will also administer the grant.

Fiscal Implications:
**Although there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the

agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the City expends the total agreement amount of two hundred and ten thousand dollars ($210,000), then NCNMEDD will receive two thousand one hundred dollars ($2,100) as one percent (1%) of expense. The Governing Body will approve the agreement through a separate action and will budget funds for fiscal agent fees in a separate action.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: pfheerbrandt@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: March 17, 2025

TO: Governing Body
Finance Committee

VIA: Emily Oster, Finance Director
Andy Hopkins, Budget Officer
Travis Dutton-Leyda, Purchasing Officer
Henri Hammond-Paul, Community Health and Safety Department Director Macin_as19.20251123MDT)

FROM: Brian Williams, Director Office of Emergency Management BRIAN WILLIAMS

ITEM AND ISSUE:

Request approval to purchase Meridian Vehicle Barriers, with approved one-time General Fund appropriation for $233,285.79. Brian Williams, Director Emergency Management, bgwilliams@santafenm.gov, 505-469-1484.

BACKGROUND AND SUMMARY:

Even before last year's incident at Fiestas and the hostile vehicle attack in New Orleans, the Santa Fe Police Department, Office of Emergency Management and the Kiwanis Club had done considerable research on the best type of security barrier that the city could acquire to better protect our public during larger events that use city streets. These include the 4th of July Pancake Breakfast, Spanish Market, the Canyon Road events, Indian Market, Zozobra, Fiestas, International Folk Art Market, several art fairs, Wine and Chile, the holiday tree lighting and NYE on the Plaza.

The 750-pound barriers (that can stop a semi-truck) they have identified are able to be moved by one individual using a special tool, have a gate that can be opened for emergency vehicles or crowd exiting and do not require the expensive staffing that the current, less safe barriers we are currently using require.

Kiwanis, working with members of our Office of Emergency Management, and police, researched sources for barriers and investigated a total of four companies. Quotes from these companies ranged from $233,000 to $750,000 for their solution to our city's needs. This group found this product from Meridian to provide the best security at the most reasonable price offering the highest value to the city. Meridian's price quote is valid to June 5.

Median barriers play a crucial role in enhancing pedestrian safety during major events by effectively closing streets and creating a secure environment for attendees. By providing a physical separation between vehicle traffic and pedestrian pathways, these barriers prevent vehicles from entering areas designated for foot traffic, significantly reducing the risk of accidents and injuries. They help manage the flow of both pedestrians and vehicles, encouraging drivers to remain focused on the road and deterring them from making sudden maneuvers that could endanger those on foot. The barriers work by redirecting traffic away from pedestrian zones and guiding vehicles to designated detours, ensuring a smooth flow while keeping attendees safe. In addition to mitigating accidental collisions, these barriers serve as a critical line of defense against deliberate vehicular attacks, effectively blocking access to crowded areas and protecting pedestrians from potential harm. Additionally, median barriers offer safe havens for pedestrians crossing busy streets, allowing them to navigate one direction of traffic at a time. This design not only

improves visibility for both drivers and pedestrians but also fosters a safer atmosphere during large gatherings, ultimately promoting a more enjoyable and accessible experience for all participants.

Funding for the barriers was included in the one-time funding already approved for this purpose and provided to the Office of Emergency Management. The city will be the owner of the barriers. The individual events, when using the barriers, will pay a reasonable rental fee and the cost of installation and removal as they are used. The event will save the cost of having most of the barricades staffed, which should result in either no cost increase or a savings for this significantly improved protection.

Due to the lead time to manufacture and ship, and time to train before the first major street event, the Pride Parade, CM Mark Scott has approved one committee and the Governing Body review process.

PROCUREMENT METHOD:
Michael Bochsler, Meridian Regional Director, has approved our use of their GSA contract.
GSA Contract #47QSWA19D001F

FUNDING SOURCE:

One-time General Fund appropriation

The funding source is:
Fund Name/Number: Emergency Mngt. /Fund 365
Munis Org Name/Number: Office of Emergency Mngt. /1002850
Munis Object Name/Number: Equipment & Machinery > $5,000/570500

ACTION REQUESTED:
The Office of Emergency Management respectfully requests your review and approval.

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule Catalog/Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: http://www.GSAAdvantage.gov.

Multiple Award Schedule

Code J: Security & Protection

J05. Security Systems Subcategory

SIN 334290L Physical Access Control Systems (PACS) – Legacy SIN
SIN OLM Order Level Materials (OLM)

Meridian Rapid Defense Group, LLC.
177 E Colorado Blvd FL 2
Pasadena, CA 91105-1986

Phone: 626-204-6402
Fax: 626-628-2134

http://www.betterbarriers.com

Contract Number: 47QSWA19D001F
Period Covered by Contract: November 19, 2023 through November 18, 2028
Business Size: Small Business

Contract Administrator: James Miller
Phone: (626) 204-6402
Email: jmiller@betterbarriers.com

Pricelist current through Modification #PA-0029, effective February 26, 2025

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

ABOUT MERIDIAN RAPID DEFENSE GROUP

Meridian Rapid Defense Group LLC ("MERIDIAN") is a privately held limited liability company (LLC) in operation for nearly two decades. Meridian engineers and manufactures mobile barrier solutions that keep people, communities, and places safer from hostile and errant vehicle intrusions. Our company provides unique security solutions for perimeters that are modular by design with technology and equipment tested and certified to the highest standards. All of MERIDIAN's technology and equipment is mobile with the ability to be transported from one location to another and deployed by one person using our patented Hauler, requiring no heavy equipment or machinery. This level of mobility brings great flexibility when securing a perimeter, allowing for rapid layout changes to meet dynamic security concerns.

The Archer 1200 Barrier is the center point barrier of the MERIDIAN anti-terrorism vehicle mitigation and prevention solution to vehicle ramming attacks and all other vehicle intrusion situations. The Archer 1200 Barriers may be configured in various numbers and patterns and may be connected with Arrestor Cables to strengthen the stopping power. The configuration of the barriers and the distance, if any, between the barriers is a matter of total flexibility. One person can quickly and efficiently move a barrier to allow for authorized vehicle egress and ingress or connect the barriers to one of two gate options for even faster access. The Archer 1200 Barrier is the only portable mobile maneuverable barrier solution to hold certifications in both the U.S. and European crash standards pursuant to the U.S. Department of Defense, ASTM F2656, IWA 14, MASH, TL1, TL2, TL3, and PAS 68 crash test standards for deployment of unanchored barriers on hard surfaces. The Archer 1200 Barrier and the related technology, equipment, and training system were awarded the extraordinary U.S. Department of Homeland Security's SAFETY ACT Certification as Qualified Anti-Terrorism Technology ("QATT").

The exemplary features of the MERIDIAN QATT include:

- ✓ Rapid deployment of mobile barriers with unmatched stopping capabilities for all vehicles.
- ✓ Exceptional tested and certified stopping power with steel teeth grip to stop forward motion of vehicles.
- ✓ Fabricated of high strength steel and ballistic rated for armor piercing NATO rounds up to 50 caliber ball rounds.
- ✓ Delivers flexible positioning by one person, with no team necessary, requiring no heavy equipment, cranes, or forklifts.
- ✓ Modular design so that one or more barriers can be placed and then easily moved into different configurations in response to changing needs and conditions while denying terrorists the advantage of pre-attack tactical planning.
- ✓ The Archer 1200 Barrier is reusable with an unconditional lifetime guarantee. The barriers can be reused immediately after any impact.
- ✓ The barriers are non-lethal to the driver and minimize shrapnel spray. The barriers thus preserve the opportunity for authorities to capture any instigator and protect evidence, as well as protect a driver in an accidental scenario.
- ✓ The configuration of the barriers enables ease of authorized pedestrian traffic and appropriate vehicle access. Indeed, the barriers are extremely pedestrian user friendly and can be configured to readily accommodate access by disabled pedestrians.
- ✓ The optional addition of an Archer Rapid Gate or Archer Beam Gate with their ability to quickly open and close provides swift access for emergency vehicles without having to move a single barrier.
- ✓ The MERIDIAN Archer technology avoids the problems and inflexibility of fixed concrete bollards, and the inefficient, dangerous, and vulnerable use of police, fire, and other valuable vehicles as blockades.
- ✓ The MERIDIAN solution does not require electricity to operate, or heavy equipment or hydraulics, or the cumbersome, awkward, inefficient, and environmentally unfriendly use of massive amounts of water.

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Number(s):

SIN	DESCRIPTION
334290L	Physical Access Control Systems (PACS) – Legacy SIN
OLM	Order Level Materials (OLM)

1b. Lowest Priced Model Number and Price for Each SIN: Part Number AGP001 - $37.63

1c. Hourly Rates: Not applicable.

2. Maximum Order: $250,000

3. Minimum Order: $0

4. Geographic Coverage (Delivery Area): Domestic and overseas delivery.

5. Point(s) of Production (city, county, and state or foreign country): USA.

6. Discounts from List Prices or Statement of Net Price: GSA Net Prices are shown on the attached GSA Price List. Negotiated discount has been deducted and the IFF has been included.

7. Quantity/Volume Discounts: None.

8. Prompt Payment Terms: Net 30 Days

9. Foreign Items: None.

10a. Time of Delivery: 30 days after receipt of order.

10b. Expedited Delivery: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

10c. Overnight and 2-Day Delivery: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

10d. Urgent Requirements: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11. F.O.B Point(s): Origin, Freight Prepaid and Add

12a. Ordering Address: 177 E Colorado Blvd FL 2 Pasadena, CA 91105-1986

12b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3

13. Payment Address: 177 E Colorado Blvd FL 2 Pasadena, CA 91105-1986

14. Warranty Provision: Lifetime warranty.

15. Export Packing Charges: Not applicable.

16. Terms and conditions of rental, maintenance, and repair: Lifetime warranty for maintenance and repair.

17. Terms and conditions of installation: None.

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: Lifetime warranty for maintenance and repair.

18b. Terms and conditions for any other services: Not Applicable.

19. List of Service and Distribution Points: Not Applicable.

20. List of Participating Dealers: Not Applicable.

21. Preventive Maintenance: Not Applicable.

22a. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants: Not Applicable.

22b. Section 508 Compliance: As Applicable.

23. Unique Entity Identifier (UEI) Number: CLWHGG9NJ187

24. System for Award Management (SAM): Meridian Rapid Defense Group is registered in SAM.

MERIDIAN®
RAPID DEFENSE GROUP

OFFERED GSA PRODUCTS AND PRICING

The rates shown below include the Industrial Funding Fee (IFF) of 0.75%.

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
AB1200	Archer 1200 Barrier	An unanchored "drop-and-stop" vehicle barrier for rapid deployment on roadways and hard surfaces. Meridian's ultimate rapidly deployable Archer 1200 Barrier™ can augment fixed-in-place HVM (Hostile Vehicle Mitigation) barriers or be utilized as a primary security system for entry points, roadways and perimeters. Manufactured of high strength, ballistic rated steel, the Archer 1200 Barrier™ is easily installed by one person without the need for cranes, heavy equipment, electricity or hydraulics. Simply off-load and place the barriers— no anchors or assembly are required. The Archer 1200 Barrier™ is an ideal application for: • areas of mass gatherings • campuses • stadiums and sports arenas • police and fire departments • military bases and installations • industrial plants • transportation centers • financial facilities and offices.	EA	$6,513.75	USA
AFTB001	Archer Field Tow Bar	The Archer Tow Bar is an adjustable, levering attachment with dual-grip handles that allows one person to move and deploy the barriers. An easy, two point connection interface provides almost instant tow bar hook up or removal. Each tow bar comes equipped with a heavy duty stay pin.	EA	$574.18	USA
AACN4F022	4' Arrestor Cable 2.0	The reflective MERIDIAN Arrestor Cables use technology from aircraft carriers to absorb the kinetic energy of a moving vehicle and pull the barriers into play for vehicle mitigation without loss of life. They are attached to barriers in 4-foot segments and can be up to three-ply across strung between two barriers. The reflective cables were designed specifically keeping safety in mind without compromising the mechanical properties of a sling rope. The arrestor cable is manufactured using only the highest grade extra improved plowed steel and vinyl coated in neon yellow that aids in visibility as well as abrasion protection and flexibility. The vinyl coating not only protects the users' hands and makes the wire easier to handle, but it also seals in any lubrication on the wire rope, increasing it useful life. Each wire rope cable is attached to the barriers by two G-100 Swivel self-locking hooks. The self-locking hooks each have a working load limit of 5,700 pounds and are able to swivel during load, a feature which allows the barriers to roll upon impact, ensuring the safety of the work area.	EA	$574.18	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
AMHA003-2	Archer Manual Hauler 2.0	The newest and most advanced MERIDIAN® Hauler has all the hallmarks of MERIDIAN's products' maintenance free and one [1] person ease of use. The Hauler is a rugged barrier dolly that can traverse a variety of surfaces from asphalt to gravel to unimproved dirt roads. The Hauler features a 3,000 lb. rated jack and is manufactured using high strength and corrosion resistant aluminum T6 6061. Using aluminum has allowed us to decrease the weight of the Hauler by 35% while still providing a lifetime warranty on any component of the hauler. The new Hauler was upgraded with an aluminum core solid thread wheel that will guarantee the hauler will last as long as the life of the barrier. The new hauler brakes are also now adjustable so as the tires slowly wear over time one can simply readjust the brakes, so they are making contact with the tires. The new upgraded leverage action is simple in that it only requires the placement of the extension rod into the barrier receiver and locking the pin in place. Once the leverage Hauler is secured, then a simple swing-action moves the barrier into position. Safety is the key so when lifting the barrier, the leverage action is fast up and slow down with the all-purpose brake being deployed.	EA	$1,925.18	USA
ABG001-2	Archer Beam Gate 2.0	The Archer Beam Gate 2.0 is the easiest active protection and check point gate to deliver, set up, and install. Its patented design can be a standalone product or when used with Archer 1200 Barriers can be extended for greater lineage coverage or with expansive configurations. The Archer Beam Gate is ideal for events, check points, construction sites, and command center egresses. The Beam Gate can be expanded from 14 to 20 feet using adjustable netting. The adjustable netting is coated in a vibrant safety yellow to not only protect the cable itself but also improve the visibility of the net for any oncoming traffic. The deployment and operation of the Beam Gate requires no electricity or hydraulics and is easily deployable in 15 minutes. It is easily transportable to multiple locations, affords maximum flexibility to meet the unique requirements of the facility and space, and can be maintained easily and inexpensively by one person. The Archer Beam Gate system pivots a full ninety degrees vertically to allow ease of access for large vehicles. The Archer Beam Gate system can also be locked in the vertical position and in the horizontal position in case there is a need for the beam to stay upright or locked downed for extended periods of time. Incorporated into the Archer Beam Gate are the Technical Specifications of: one Archer 750 Barrier, one Archer 750 Ingot Barrier, one Archer 750 Receiver Barrier, one Archer 750 Pivot Barrier, a Archer Ingot Cart and Counterweights, a marketing frame, an Archer Hauler 2.0, two beams, and one netting.	EA	$48,245.18	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
ACP001ADA	Channel ADA Cable Protector	Channel ADA Cable Protectors is an ADA compliant cable protector that protects cables and hoses up to .75" of their outside diameter. Dog bone connectors can extend to any desired length. It has a reinforced hinged lid for easy cable replacement and is available with ADA compliant ramps. It also has a patented 5 bar tread surface for added traction and a modular interlocking design.	EA	$574.18	USA
ATUPLK001	Archer Touch-Up Paint	MERIDIAN'S Archer Touch-Up Paint is matched the paint of the Archer 1200 Barrier ordered, and can be used to make periodic touch-ups when needed. Includes exactly 6 cans of spray paint.	EA	$188.17	USA
ACPR001	Custom Paint and Rust Prevention	Meridian offers 8 different colors for our Archer 1200 barriers, but we can do any RAL custom color. With custom color we also include a rust preventative in specific sections of the Archer 1200 Barrier that cannot be powder coated, so they remain bare carbon steel. Carbon steel will naturally rust with just the humidity in the air and even more so when it rains, so we offer a rust preventative coating that will prevent the barriers from rusting for 2000+ hours.	EA	$72.37	USA
AMB1200WSP	Wayfinding Package	Each Wayfinding Package contains a set of 8 collapsible Wayfinding Frames and 32 preprinted signs. When in the raised position, the frames work to communicate with passing people and vehicles. The preprinted signs come inside a wayfinding box that store and protect the signs while they are not in use. When Archer Barriers are to be moved, the frame is to be lowered so it rests on the back kick plate for easy storage. Keeping the frame on the barriers will help with the speed of deployment during setup. The frames can be colored to match the barriers so that they complete the correct safety look and feel for the community.	EA	$5,785.18	USA
AGP001	Graphics Package	MERIDIAN'S Graphics Package includes the customer's choice of a customized logo. Please note: If Graphics Package is not chosen the Archer 1200 Barrier will come with a reflective MERIDIAN branded logo. All MERIDIAN branded logos are MUTCD compliant. GSA amount is priced for 1 logo only.	EA	$56.94	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
RGATE	Archer Rapid Gate	The Archer Rapid Gate is the fastest active protection and check point gate to deliver, set up, and install. Its patented design can be a standalone product or when used with Archer 1200 Barriers can be extended for greater lineage coverage or with expansive configurations. The Archer Rapid Gate is ideal for events, check points, construction sites, and command center egresses. The Rapid Gate can be expanded from 10 to 14 feet using adjustable netting. The adjustable netting is coated in a vibrant safety yellow to not only protect the cable itself but also improve the visibility of the net for any oncoming traffic. The deployment and operation of the Rapid Gate requires no electricity or hydraulics and is easily deployable in 10 minutes. It is easily transportable to multiple locations, affords maximum flexibility to meet the unique requirements of the facility and space, and can be maintained easily and inexpensively by one person. The Archer Rapid Gate system also pivots horizontally 180 degrees to allow ease of access in both directions of traffic. The Archer Rapid Gate system can also be locked in the open position and in the closed position in case there is a need for the beam to stay closed or locked downed for extended periods of time. Incorporated into the Archer Rapid Gate are the Technical Specifications of: four Archer 1200 Barriers, four marketing frames, directional traffic signs, five beams, one net, one Rapid Gate cart, and one Archer Manual Hauler 2.0 for easily maneuverability.	EA	$38,595.18	USA
RGATEKIT	Archer Rapid Gate Kit	The Archer Rapid Gate Kit provides the flexibility to install the Rapid Gate System on any existing Archer 1200 Barriers. The kit was design to easily bolt onto the Archer 1200 Barriers, making each barrier multifunctional. The entire kit can be stored on the Rapid Gate carts and rolled away using the Archer Hauler. The Archer Rapid Gate can be expanded from 10 to 14 feet using adjustable netting. The adjustable netting is coated in a vibrant safety yellow to not only protect the cable itself but also improve the visibility of the net for any oncoming traffic. The deployment and operation of the Rapid Gate requires no electricity or hydraulics and is easily deployable in 10 minutes. It is easily transportable to multiple locations, affords maximum flexibility to meet the unique requirements of the facility and space, and can be maintained easily and inexpensively by one person. The Archer Rapid Gate also pivots horizontally 180 degrees to allow ease of access in both directions of traffic. The Archer Rapid Gate can also be locked in the open position and in the closed position in case there is a need for the beam to stay closed or locked downed for extended periods of time. Incorporated into the Archer Rapid Gate Kit are the Technical Specifications of: four marketing frames, directional traffic signs, five beams, one net, and a Rapid Gate cart. The additional purchase of an Archer Manual Hauler 2.0 is recommended for easy maneuverability.	EA	$12,540.18	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
TRLKIT1000	Archer Trailer Kit 1000	The new MERIDIAN Archer Trailer Kit 1000 has been equipped with everything needed for certified deployments of up to 8 barriers. The newest upgraded Drop Deck trailer carries all necessary equipment including the Archer Manual Hauler, Field Tow Bar and Arrestor Cables. The Kit includes 8 Archer 1200 Barriers; 2 Archer Field Tow Bars; 1 Archer Manual Hauler 2.0; seven (7) 4-foot cables; 1 Rapid Gate Kit, 7 ADA Cable Protectors, 1 Archer Manual Hauler Mount, 2 ADA Cable Protector holders, 1 Wayfinding Package, and 2 Beam Gate Beam Holders.	EA	$115,795.18	USA
AGUARD	Archer Guard	The Archer Guard is a crash cushion system that can be rapidly deployed by one person on roadways and in tight positions to protect workers in construction zones, in overhead work, maintenance work, flaggers and manholes. Due to the mobility of the Archer Guard the system can be moved easily on rolling construction operations as no heavy equipment of forklifts or drivers are required once deployed in the field. The Archer Guard consists of 3 Archer 1200 Barriers, six (6) 4-foot Arrestor Cables, 2 Archer Field Tow Bars, 1 Archer Manual Hauler 2.0, 3 Wayfinding Frames, and reflective directional inserts.	EA	$28,945.18	USA
TRL7616NW	Archer Guard Trailer	The Archer Guard Trailer from MERIDIAN ensures Archer 1200 Mobile Barriers can be deployed in under ten minutes. To transport and deploy the equipment, the Archer Guard Trailer lowers to the ground, allowing the Archer 1200 Barriers to roll off at street level and eliminating the need for forklifts or heavy equipment. Once the trailer is lowered to the ground, take the Archer Hauler off its convenient trailer mount, and off-load the barriers one at a time. This trailer allows for single-person deployment, making this the perfect trailer for mobile barrier deployment in work safety zones. The arrestor cables can easily be stored inside the storage compartment in the front of the trailer.	EA	$24,120.18	USA
AGUARDKIT	Archer Guard Trailer Kit	The Archer Guard Trailer Kit is the ideal solution to protect workers in construction zones, overhead work, maintenance work, or manholes. The Archer Guard Trailer Kit consists of two Archer Guards systems and the Archer Guard Trailer, ensuring the equipment needed to block off traffic in both directions is on the trailer. Easily move from one side of the road to the next with the Archer Guard Trailer.	EA	$82,020.18	USA
BCRADLE	Beam Gate Beam Cradles	The Beam Gate Beam Cradles make moving the Beam Gate from one location to another smoother, safer, and more efficient. The Beam Cradles are installed on the Meridian Trailer fenders and allow the user to easily secure the Archer Beam Gate 2.0 beams on the trailer.	EA	$477.68	USA

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	COO
HMOUNT	Archer Hauler Mount	The Archer Hauler Mount provides the user a location to store the hauler when it is not in use. The Hauler Mount is installed on the Meridian trailer, ensuring that everything needed for a deployment is on the trailer.	EA	$381.18	USA
T1000	Archer T-1000 Drop Deck Trailer	MERIDIAN manufactures and provides specially designed trailers that carry everything needed for a 4, 6, and 8 Archer Barrier certified deployment. The newest and most advanced trailer is the T-1000 Drop Deck trailer. This trailer is 75 inches wide and readily carries 8 barriers without any tie downs to hold the barriers in place. Instead, the simplicity of e-track shoring bars keeps the barriers locked in when the barriers are being transported. The advantages and advances of this dual axle and four wheel trailer are: 1) it can be operated for one person deployments with a 24 inch swing tailgate; 2) the trailer is both Hydraulic and Air based with solar charging capabilities; 3) upon release of the safety catch the trailer can be lowered and raised with the pressing of the remote control; and 4) the trailer has a heavy duty diamond deck which allows for superior durability. All metal components are powder coated for the toughest of environments with two 10-inch storage compartments.	EA	$34,247.85	USA
AMB1200WS	Wayfinding Frame	The Archer Directional Signage frames are collapsible frames which when in the raised position work to communicate with passing people and vehicles. Keeping the wayfinding frame on the barriers will help with the speed of deployment during setup. The frames can also be colored to match the barriers so that they complete the correct safety look and feel for the community.	EA	$627.25	USA

An official website of the United States government Here's how you know

Contractor Information

(Vendors) How to change your company information

Contract #: 47QSWA19D001F
Contractor: MERIDIAN RAPID DEFENSE GROUP LLC
Address: 177 E COLORADO BLVD
FL 2
PASADENA, CA 91105-1955
Call: 3107488055
Email: jmiller@betterbarriers.com
Web Address: http://www.betterbarriers.com
SAM UEI: CLWHGG9NJ187
NAICS: 334290

Socio-Economic : Small Business

Current Option Period End Date : Nov 18, 2028
Ultimate Contract End Date : Nov 18, 2038

Govt. POC:
Ronald Thompson
817-850-8135
ronald.thompson@gsa.gov
Terms & Conditions + Price List

Contract Clauses/Exceptions:
View the specifics for this contract

EPLS : Contractor not found on the Excluded Parties List System

Source	Title	Contract Number	Terms & Conditions / Price List	Current Option Period End Date	Ultimate Contract End Date	Category		View Catalog
MAS	Multiple Award Schedule	47QSWA19D001F	Terms & Conditions + Price List	Nov 18, 2028	Nov 18, 2038	334290L	COOP PURCH DISAST PURCH	GSA Advantage!
						OLM	COOP PURCH DISAST PURCH	GSA Advantage!

City of Santa Fe Memorandum

To: Finance Committee, Governing Body

From: Daniel Hernandez, Director, Metropolitan Redevelopment Agency DH
DH

CC: Mark Scott, City Manager MS
MS

Date: March 21, 2025

Re: Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16

Pursuant to Resolution 2021-16 (attached), the Metropolitan Redevelopment Agency (MRA) seeks approval from the City of Santa Fe Governing Body to publicly announce that certain parcels of city-owned real property at the Midtown Site are available for sale or lease.

Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; and Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., as described in Survey: Lot Split to Create Tracts, Midtown Site, Santa Fe County, NM. November 2024. This public offer will be open until June 20, 2025, which may be extended at the City's sole discretion.

These tracts were identified as redevelopment parcels in the Midtown Master Plan, and do not include tracts with existing buildings identified for rehabilitation and reuse or public open spaces identified in the Midtown Master Plan, specifically, the Visual Arts Center (Tract K-1a; Tract P-1b), Santa Fe Art Institute (Tract P-1a), the Greer Garson Performing Arts Theater (Tract R2-1a), the Fogelson Library Complex (Tract Q-1b), the Arroyo Park area (Tract H-1b), the Midtown Plaza area (Tract N-1; Tract L-1b), the six tracts in development pursuant to an approved and executed Disposition and Development Agreement between the City and the developer, Aspect Studios, for the redevelopment and expansion of film and multi-media production studios in a mixed-use film zone (Tract F-1b; Tract G-1; Tract J-1a; Tract J-1b; Tract L-1a; Tracts F-1a), or the state-owned parcel (Tract O).

Affordable housing parcels will be identified within the following tracts, which will require future subdivisions: Tract M-1a; Tract M-1b; Tract Q-1a; Tract R2-1b.

- The MRA will take the following steps to distribute the public announcement: Publish the announcement one or more times in a newspaper that maintains an office in Santa Fe and is of general circulation within the city.
- Issue press releases to local and regional newspapers, as well as real estate development industry publications.
- Post public announcement directly to developers and through professional associations that include developers as members.
- Conduct presentations and site tours for developers and related professionals and associations, such as architects, investors, and real estate professionals.
- Collaborate with the Office of Economic Development and Office of Affordable Housing to circulate public announcement to, and meet with, interested developers, including affordable housing developers.
- Collaborate with Urban Land Institute to circulate and post announcements to regional and national chapters and members
- Update the city's MRA website to provide developer access to documents and materials regarding redevelopment plans, parcel information, and contact information for interested developers to discuss and present development proposals.

Approval of the public announcement will allow the MRA to proceed with the implementation of the Midtown Master Plan and the Midtown Community Development Plan, together the Midtown Redevelopment Plans. The Midtown Community Development Plan provides guidance for the disposition of city-owned real property. (*Disposition of City Property and Development of Land at Midtown, page 26, January 25, 2023*)

1. **How land will be disposed of and developed at Midtown.**
   Disposition at Midtown may be through a sale, lease, exchange, or donation using competitive Solicitations (Solicitations, also called Request for Proposals or RFPs) or Direct Negotiation (Direct Negotiations) processes, whichever benefits the City and the development of the project. These disposition processes shall be initiated by the City through the MRA or Economic Development Division. Solicitations and Direct Negotiations will include the project description, the public vision and goals for the project, strategies listed in this Community Development Plan (as may be applicable to the proposed project), a scope of work to which the respondent must acknowledge and describe their approach for

undertaking the scope of work; as well as an economic and financial analysis for developing and operating the completed project.

Selected offerors must demonstrate excellence in the following areas:

- Experience on similar projects
- Capacity to undertake the scope of work
- Qualifications of project team members
- Economic analysis and financial approach and ability to secure financing

2. **How the City will ensure the objectives of the plans when it sells or leases land.**
The City will evaluate the disposition proposal to determine which disposition transaction is advantageous to the City and the development of the project. Land use, development performance, and other terms will be included in, and pursuant to, Disposition Agreements (Disposition Agreements).

The City may use Deed Restrictions, Covenants, Conditions and Restrictions (CCRs), and/or Development Agreements, accompanied with Plan Restrictions, to restrict and require certain land uses and accomplish other policy objectives if disposing of the parcel through a sale, exchange, or donation.

If disposing of a land parcel through a ground lease, the City will use lease terms to restrict and require certain land uses and achieve policy objectives through the ground leases while ensuring the developer can secure the necessary financing for the proposed development.

Attachments:

1. Resolution 2021-16
2. Public Announcement

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-16

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia Councilor Renee Villarreal

Councilor Carol Romero-Wirth Councilor Signe I. Lindell

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, Governing Body approval and a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars ($25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, the Governing Body and staff work together to evaluate assets and staff seeks policy guidance from the Governing Body; and

WHEREAS, staff have expertise in real property transactions and in evaluating development strategies to maximize City interests; and

WHEREAS, the Governing Body has developed policy priorities for the use of certain

City-owned land, buildings, and other real property; and

WHEREAS, Santa Fe City Code sole guidance on real property sales is contained in Section 11-10.2 which cites to statutory authority (NMSA 1978, § 3-54-1), or as otherwise provided by law; and

WHEREAS, NMSA 1978, Section 3-54-1 sets forth the statutory process for selling municipal utility facilities and other real property subject to a required referendum period; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body understands the importance of holding executive sessions for sales of City-owned land, buildings, or other real property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body shall hold an executive session to discuss a proposed sale when recommended by staff.

BE IT FURTHER RESOLVED that, if staff does not recommend an executive session, then staff will provide a public presentation regarding the reasons for the recommended sale of City-owned land, buildings, or other real property.

BE IT FURTHER RESOLVED that, regardless of whether or not the Governing Body holds an executive session, prior to the City announcing the sale of any City-owned land, buildings, or other real property that has a value that exceeds $25,000, the Governing Body shall vote to approve a proposed announcement that includes the address, name, and description of the relevant property during a public meeting.

BE IT FURTHER RESOLVED that the Governing Body shall review this Resolution within three (3) years of the date of adoption to evaluate the efficacy of the process it establishes.

BE IT FURTHER RESOLVED that this Resolution shall apply to properties that are not already announced as "for sale" at the time of the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 10th day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Mar 14, 2021 10:36 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-16 GB Approval for Offering of Public Land for Sale

ANNOUNCEMENT OF PUBLIC SALE OR LEASE

The City of Santa Fe Metropolitan Redevelopment Agency hereby publicly announces that certain city-owned real estate parcels, all or portions thereof, at the Midtown Site are available for purchase or lease. Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; Tract J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., Midtown Site, Santa Fe County, NM, November 2024.

Address requests for information regarding the purchase or lease of Midtown Site parcels to Jack Kelley, MRA Redevelopment Manager, at jekelley@santafenm.gov. This public offer is open until June 20, 2025, which may be extended at the City's sole discretion

Signature: Daniel Hernandez
Daniel Hernandez (Mar 21, 2025 11:48 MDT)

Email: dahernandez@santafenm.gov

Signature: Mark Scott
Mark Scott (Mar 21, 2025 12:20 MDT)

Email: mscott@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 28, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: Railyard Plaza Summer Scene Concert Sponsored by SITE Santa Fe

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EXECUTIVE SUMMARY:

The proposed resolution would grant permission to As Above, So Below distillery to serve beer and wine at the Railyard Plaza Summer Scene Concert sponsored by SITE Santa Fe on City of Santa Fe ("City") property, in the Railyard Plaza, on June 27, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the Railyard Plaza Summer Scene Concert sponsored by SITE Santa Fe;
- the location is the Railyard Plaza;
- the date is June 27, 2025;
- the alcohol served will be beer and wine;
- 500 to 1,000 attendees are expected;
- a Special Dispenser Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERT SPONSORED BY SITE SANTA FE ON JUNE 27, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the Railyard Plaza Summer Sence Concert event series has taken place annually for sixteen (16) years; and

WHEREAS, the Railyard Plaza Summer Scene Concert on June 27, 2025, will be sponsored by SITE Santa Fe, a local nonprofit contemporary arts organization; and

WHEREAS, As Above, So Below, a local distillery would serve beer and wine for the event, promoting a local business to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Railyard Plaza Summer Scene Concert, sponsored by SITE Santa Fe, is hereby approved according to the following parameters:

Event:	Railyard Plaza Summer Scene Concert Sponsored by SITE Santa FE
Dates:	June 27, 2025
Hours:	6:30 p.m. to 9:30 p.m.
Location:	Railyard Plaza
Number of expected attendees:	500 to 1,000
Type of alcohol to be served:	Beer and Wine
Required Permits:	Special Dispenser Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. As Above, So Below Distillery shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

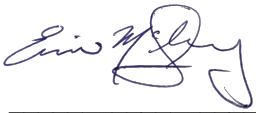
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Railyard Plaza Summer Scene Concert Sponsored by SITE Santa Fe Alcohol Approval

FIR No. 10664.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Railyard Plaza Summer Scene Concerts Sponsored by SITE Santa Fe

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerks Office

Staff Completing FIR: Andréa Salazar **Date:** 2/28/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: _____ **Date:** Mar 12, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 13, 2025

Summary:
The proposed Resolution would authorize the sale and consumption of beer and wine at the Railyard Plaza Summer Scene Concert sponsored by SITE Santa Fe. The Railyard Plaza Summer Scene Concert sponsored by SITE Santa Fe will be held at the Railyard Plaza on June 27,2025 from 6:30 p.m. to 9:30 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 6.2(A).

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Railyard Plaza Summer Scene Concert on June 27, 2025, will not be able to serve beer and wine.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
As Above, So Below, which is the sponsor of the Railyard Plaza Summer Scene Concert, is also required to obtain a Special Dispenser Permit from the Clerk's Office for the event.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Mar 10, 2025 10:26 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 17, 2025

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

From: Mike Dozier, Wastewater Division Director

Via: Jesse Roach, Interim Public Utilities Department Director
Regina Wheeler, Public Works Director RW

RE: Authorized Representatives and Agents for NMED Agreement SAP 24-I2455-GF

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED) regarding Agreement Number SAP 24-I2455-GF ("Agreement"). The Agreement makes available one million six hundred thousand dollars ($1,600,000), appropriated by the New Mexico State Legislature for a project to acquire land for and plan, design, construct, purchase, repair, permit, and improve a regional wastewater treatment plant.

BACKGROUND:

The New Mexico Environment Department, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT, REGARDING AGREEMENT NUMBER SAP-24-I2455-GF, TO ACQUIRE LAND FOR, AND PLAN, DESIGN, CONSTRUCT, PURCHASE, REPAIR, PERMIT, AND IMPROVE, A REGIONAL WASTEWATER TREATMENT PLANT.

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 101, the New Mexico Legislature made an appropriation to the New Mexico Environment Department ("NMED"), for funds from which NMED is making available to the City of Santa Fe ("Grantee" OR "City") through NMED Agreement Number SAP-I2455-GF ("Agreement"), incorporated as Attachment A, in the amount of one million six hundred thousand ($1,600,000), to acquire land for and plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for the City of Santa Fe in Santa Fe County ("Project"); and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the

person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment", and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations, and DFA renewed this position in a letter dated August 20,2024, for all current capital outlay appropriations; and

WHEREAS, as a result of the DFA's position, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, the terms of Amendment No. 3 to the Intergovernmental Service Agreement, Appropriation ID No. I2455, included as part of Attachment B, includes the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee:	City of Santa Fe
Name:	Alan Webber
Title:	Mayor
Address:	PO Box 909
	Santa Fe, NM 87504-0909
Email:	mayor@santafenm.gov
Telephone:	(505) 955-6590

B. The people listed below, or their successors, is the Grantee's Fiscal Agent and the

Official Representative, who are authorized, respectively, to sign Request for Payment (Fiscal Agent) and to act as the project contact and sign all other documents necessary to fulfill the Grant Agreement and the Requirements (Public Works Director):

Grantee:	City of Santa Fe
Name:	Felicity Fonseca
Title:	Community Development Director, North Central New Mexico Economic Development District
Address:	644 Don Gaspar Ave. Santa Fe, NM, 87505
Email:	felicityf@ncnmedd.com
Telephone:	(505) 356-9098
Name:	Jesse Roach
Title:	Interim Public Utilities Director
Address:	801 W. San Mateo Santa Fe, NM, 87405
Email:	jdroach@santafem.gov
Telephone:	(505) 955-4309

C. The person listed below, or their successor, is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement:

Grantee:	City of Santa Fe
Name:	David Chapman
Title:	Grant Administrator
Address:	P.O. Box 909 Santa Fe, NM, 87504

Email: dachapman@santafenm.gov

Telephone: (505) 955-6251

D. The person listed below, or their successor, is the contact who is designated to receive Notice of Obligations (NOOs):

Grantee: City of Santa Fe

Name: David Chapman

Title: Grants Administrator

Address: P.O. Box 909

Santa Fe, NM, 87504

Email: dachapman@santafenm.gov

Telephone: (505) 955-6251

BE IT FURTHER RESOLVED, the Resolution Form included on page 18 of 21 in Attachment A, SAP 24-I2457-GF is the form used for this Resolution.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Santa Fe
SAP 24-I2455-GF

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 101 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2455-GF $1,600,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 101, One Million Six Hundred Thousand Dollars, ($1,600,000.00), from the General Fund to acquire land for and to plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed One Million Six Hundred Thousand Dollars, $1,600,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ($16,000.00)[1], if

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

applicable, One Million Five Hundred Eighty Four Thousand Dollars, $1,584,000.00 (the "Adjusted Appropriation Amount").
In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator
NMENV-cpbsap@state.nm.us
505-670-3583
505-670-3615

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone:505-222-9568

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

The Grantee shall respond to such requests for additional information within a reasonable amount of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

New Mexico Environment Department

_____
Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:40 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	$ 0.00
F.	Reversion Amount *(If Applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____
Grantee Fiscal Officer or **Fiscal Agent** *(If applicable)* | **Grantee Representative**

_____ _____
Printed Name | Printed Name

Date: _____ Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____
Division Fiscal Officer Date | Division Project Manager Date

September 2014

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
FA--SANTA FE PASEO REAL WWATER TRTMNT FCLTY CONSTRUCT - SAP 24-I2455-GF

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024		NEW MEXICO ENVIRONMENT DEPARTMENT			
		CONSTRUCTION PROGRAMS BUREAU			
NMED DISBURSEMENT REQUEST					
SPECIAL APPROPRIATIONS PROGRAM (SAP)					
A. NAME OF ENTITY			C. DISBURSEMENT REQUEST NUMBER		
B. PROJECT NUMBER			D. GRANT AMOUNT		

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Governing Body** of **the City of Santa Fe in Santa Fe** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2455-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Alan Webber, Mayor or successor is authorized to sign the Grant Agreement for this project, and

Jesse Roach, Interim Utilities Director and Felicity Fonseca, NCNMEDD, Contracted Fiscal Agent or successor are the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Requests for Payment and to act as the project contact), and

David Chapman, Grant Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

David Chapman. Grant Administrator successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: ____

Name, Mayor/ Chairperson/ Director/ Officer, Title, Community/ Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: City of Santa Fe Project Number: SAP 24-I2455-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Alan Webber	Name	
Title	Mayor	Title	
Signature		Signature	
Address	PO Box 909, Santa Fe, NM	Address	
	87501		
Email	mayor@santafenm.gov	Email	
Phone	505-955-6590	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Jesse Roach	Name	Felicity Fonseca
Title	Interim Public Utilities Director	Title	NCNMEDD, Contract Fiscal Agent
Signature		Signature	
Address	801 San Mateo Rd., Santa Fe NM	Address	3900 Paseo Del Sol, Santa Fe, NM
	87505		87507
Email	jdroach@santafenm.gov	Email	felicityf@ncnmedd.com
Phone	505-955-4309	Phone	505-356-9098
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature		Signature	
Address	737 Agua Fria St. Santa Fe, NM	Address	
	87501		
Email	dachapmant@santafenm.gov	Email	
Phone	505-955-6251	Phone	
Notice of Obligations (NOO's)			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	737 Agua Fria St., Santa Fe, NM	Address	
	87501		
Email	dachapmant@santafenm.gov	Email	
Phone	505-955-6251	Phone	

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Santa Fe, City of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2024), Chapter (66), Section (20), Subsection (101), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Santa Fe, City of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 24-I2455-GF, in the amount of One Million Five Hundred Eighty Four Thousand Dollars ($1,584,000.00), expiring 6/30/2028 and has been appropriated "to acquire land for and to plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for Santa Fe in Santa Fe county;"

It is mutually agreed that the Grantee will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related to the project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

_____

Signature of Official with Authority to Bind Grantee

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

_____

Signature of Official with Authority to Bind Fiscal Agent

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:40 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

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

M. 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: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10658.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMED Agreement SAP 24-I2455-GF

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 1/31/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Mar 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 21, 2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED) regarding Capital Appropriation Project SAP 24-I2455-GF ("Agreement"). The Agreement makes available one million six hundred thousand dollars ($1,600,000), appropriated by the New Mexico Legislature for a project to acquire land for and plan, design, construct, purchase, repair, permit, and improve a regional wastewater treatment plant.

Departments Affected:
Public Works Department and Public Utilities Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X. B. (v) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMED funding in the amount of one million six hundred thousand dollars ($1,600,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will approve the agreement through a separate action.

Performance and Administrative Implications:
Public Utilities Department may pursue acquiring land for and plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for the City of Santa Fe in association with this Agreement. Public Utilities Department and Finance Department staff will also administer the grant.

Fiscal Implications:
**Although there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the

agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the City expends the total agreement amount of one million six hundred thousand dollars ($1,600,000), then NCNMEDD will receive sixteen thousand dollars ($16,000) as one percent (1%) of the expense. The Governing Body will approve the agreement through a separate action and will budget funds for fiscal agent fees in a separate action.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Mar 21, 2025 16:18 MDT)

Email: rawheeler@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mldozier@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 17, 2025

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

From: Zoe Isaacson, River and Watershed Manager

Via: Regina Wheeler, Public Works Director

RE: Authorized Representatives and Agents for NMED Agreement SAP 24-I2458-GF

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED), regarding Agreement SAP 24-I2458-GF ("Agreement"). The Agreement makes available one hundred sixty thousand dollars ($160,000), appropriated by the New Mexico State Legislature for a project to plan, design and construct wastewater system improvements, including sewer services and a stormwater plan for Vereda de Valencia.

BACKGROUND:

The New Mexico Environment Department, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:

Resolution
FIR

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: zrisaacson@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT, REGARDING AGREEMENT NUMBER SAP-24-I2458-GF, TO PLAN, DESIGN AND CONSTRUCT WASTEWATER SYSTEM IMPROVEMENTS, INCLUDING SEWER SERVICES AND A STORMWATER PLAN FOR VEREDA DE VALENCIA.

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 104, the New Mexico Legislature made an appropriation to the New Mexico Environment Department ("NMED"), for funds from which NMED is making available to the City of Santa Fe ("Grantee" OR "City") through NMED Agreement Number SAP-I2458-GF ("Agreement"), incorporated as Attachment A, in the amount of one hundred sixty thousand ($160,000), to plan, design and construct wastewater system improvements, including sewer services and a stormwater plan for Vereda de Valencia in the city of Santa Fe in Santa Fe County ("Project"); and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the

person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment" and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations, and DFA renewed this position in a letter dated August 20, 2024, for all current Capital outlay appropriations; and

WHEREAS, as a result of the DFA's position, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, Amendment No. 3 to the Intergovernmental Service Agreement, Appropriation ID No. I2458, included as part of Attachment B, includes the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee:	City of Santa Fe
Name:	Alan Webber
Title:	Mayor
Address:	PO Box 909
	Santa Fe, NM 87504-0909
Email:	mayor@santafenm.gov
Telephone:	(505) 955-6590

B. The people listed below, or their successors, are the Grantee's Fiscal Agent and

the Official Representative, who are authorized, respectively, to sign Request for Payment (Fiscal Agent) and to act as the project contact and sign all other documents necessary to fulfill the Grant Agreement and the Requirements (Public Works Director):

Grantee:	City of Santa Fe
Name:	Felicity Fonseca
Title:	Community Development Director, North Central New Mexico Economic Development District
Address:	644 Don Gaspar Ave. Santa Fe, NM, 87505
Email:	felicityf@ncnmedd.com
Telephone:	(505) 356-9098
Name:	Regina Wheeler
Title:	Public Works Director
Address:	737 Agua Fria St. Santa Fe, NM, 87508
Email:	rawheeler@santafenm.gov
Telephone:	(505) 955-6622

C. The person listed below, or their successor, is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement:

Grantee:	City of Santa Fe
Name:	David Chapman
Title:	Grant Administrator
Address:	P.O. Box 909 Santa Fe, NM, 87504

Email: dachapman@santafenm.gov

Telephone: (505) 955-6251

D. The person listed below, or their successor, is the contact who is designated to receive Notice of Obligations (NOOs):

Grantee: City of Santa Fe

Name: David Chapman

Title: Grant Administrator

Address: P.O. Box 909

Santa Fe, NM, 87504

Email: dachapman@santafem.gov

Telephone: (505) 955-6251

BE IT FURTHER RESOLVED, the Resolution Form included on page 18 of 21 in Attachment A, SAP 24-I2457-GF is the form used for this Resolution.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Santa Fe
SAP 24-I2458-GF

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 104 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2458-GF $160,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 104, One Hundred Sixty Thousand Dollars, ($160,000.00), from the General Fund to plan, design and construct wastewater system improvements, including sewer services and a storm water plan, for Vereda de Valencia in Santa Fe county;

The Grantee's total reimbursements shall not exceed One Hundred Sixty Thousand Dollars, $160,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ($0.00)[1], if applicable, One Hundred Sixty Thousand Dollars, $160,000.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3583
505-670-3615

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone:505-222-9568

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

The Grantee shall respond to such requests for additional information within a reasonable amount of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

New Mexico Environment Department

_____
Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:34 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	$ 0.00
F.	Reversion Amount *(If Applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or **Fiscal Agent** *(If applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer	Date	Division Project Manager	Date

September 2014

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
FA--SANTA FE VEREDA DE VALENCIA WWATER SYS IMPROVE - SAP 24-I2458-GF

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024		NEW MEXICO ENVIRONMENT DEPARTMENT			
		CONSTRUCTION PROGRAMS BUREAU			
NMED DISBURSEMENT REQUEST					
SPECIAL APPROPRIATIONS PROGRAM (SAP)					
A. NAME OF ENTITY			C. DISBURSEMENT REQUEST NUMBER		
B. PROJECT NUMBER			D. GRANT AMOUNT		

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in complieance with Artile VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Governing Body** of **the City of Santa Fe** of **Santa Fe** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2458-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Alan Webber, Mayor or successor is authorized to sign the Grant Agreement for this project, and

Regina Wheeler, Public Works Director and Felicity Fonseca, NCNMEDD, Contracted Fiscal Agent, or successor are the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Request for Payment and to act as the project contact, and

David Chapman, Grant Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

David Chapman,Grant Administrator or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: _____

Name, Mayor/ Chairperson/ Director/ Officer, Title, Community/ Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: SANTA FE Project Number: SAP 24-I2458-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Alan Webber	Name	
Title	Mayor	Title	
Signature		Signature	
Address	PO Box 909, Santa Fe, NM	Address	
Email	mayor@santafenm.gov	Email	
Phone	505-955-6590	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Regina Wheeler	Name	Felicity Fonseca
Title	Public Works Director	Title	NCNMEDD Contract Fiscal Agent
Signature	Regina Wheeler Regina Wheeler (Feb 27, 2025 12:22 MST)	Signature	Felicity Fonseca Felicity Fonseca (Feb 28, 2025 08:20 MST)
Address	737 Agua Fria St., Santa Fe, NM 87501	Address	3900 Paseo Del Sol, Santa Fe, NM 87507
Email	rawheeler@santafenm.gov	Email	felicityf@ncnmedd.com'
Phone	505-690-4197	Phone	505-356-9098
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	DAVID A.CHAPMAN DAVID A.CHAPMAN (Feb 27, 2025 09:12 MST)	Signature	
Address	737 Agua Fria St. Santa Fe, NM 87501	Address	
Email	dachapman@santafenm.gov	Email	
Phone	505-955-6251	Phone	
Notice of Obligations (NOO's)			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	737 Agua Fria St. Santa Fe, NM 87501	Address	
Email	dachapman@santafenm.gov	Email	
Phone	505-955-6251	Phone	

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Santa Fe, City of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2024), Chapter (66), Section (20), Subsection (104), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Santa Fe, City of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 24-I2458-GF, in the amount of One Hundred Sixty Thousand Dollars ($160,000.00), expiring 6/30/2028 and has been appropriated "to plan, design and construct wastewater system improvements, including sewer services and a storm water plan, for Vereda de Valencia in Santa Fe county;"

It is mutually agreed that the Grantee will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related to the project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

_____

Signature of Official with Authority to Bind Grantee

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

Monica Abeita

Monica Abeita (Feb 28, 2025 10:55 MST)

_____

Signature of Official with Authority to Bind Fiscal Agent

By: Monica Abeita

(Type or Print Name)

Its: Executive Director

(Type or Print Title)

Feb 28, 2025

_____

Date

Revised 4-20-18

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:34 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

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

M. 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: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

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

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10657.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMED Agreement SAP 24-I2458-GF

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 1/31/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Mar 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 21, 2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED) regarding Capital Appropriation Project SAP 24-I2458-GF ("Agreement"). The Agreement makes available one hundred sixty thousand dollars ($160,000), appropriated by the New Mexico Legislature for a project to plan, design and construct wastewater system improvements, including sewer services and a stormwater plan for Vereda de Valencia.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X. B. (v) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMED funding in the amount of one hundred sixty thousand dollars ($160,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement to expend the funds through a separate action.

Performance and Administrative Implications:
Public Works Department staff will plan, design, and construct wastewater system improvements, including sewer services and a stormwater plan for Vereda de Valencia in association with this Agreement. Public Works Department and Finance Department staff will also administer the grant.

Fiscal Implications:

**Although there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the City expends the total agreement amount of one hundred sixty thousand dollars ($160,000), then NCNMEDD will receive one thousand six hundred dollars ($1,600) as one percent (1%) of the expense. The Governing Body will approve the agreement through a separate action and will budget funds for fiscal agent fees in a separate action.

Fiscal Impact

___X___ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: March 21, 2025

To: Governing Body, Economic Development Advisory Committee, Quality of Life Committee, Finance Committee

From: Daniel Hernandez, Director of Metropolitan Development Agency
Carly Vendetti, Asset Development Manager, Metropolitan Development Agency

Via: Mark Scott, City Manager
Johanna Nelson, Office of Economic Development Director and Interim Director of Affordable Housing

RE: Making a Finding of Necessity in the Midtown LINC Overlay District and Approving the Designation of a Metropolitan Redevelopment Area

---

EXECUTIVE SUMMARY:

The proposed resolution makes a finding of necessity and designates the Midtown Local Innovation Corridor Overlay District (the Midtown "LINC"), other than a small residential portion, as a "Metropolitan Redevelopment Area," as consistent with SFCC 1987, Section 7-2.8 and NMSA 1978, Section 3-60A-8.

BACKGROUND:

For a "finding of necessity", as described in SFCC 1987, Section 7-2.8, the Governing Body must adopt a resolution concluding that one or more particular areas of the City meet the criteria described in code: 1) the area is either a slum or blighted and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city. In this particular case, the Midtown LINC, as described in Section 14-5.5(5)(D)(2) and further defined in Attachment B of the Resolution, is the area of interest. The area of interest also includes the deteriorated sixty-four (64) acre, City-owned parcel known as the "Midtown Site", which has been slated for redevelopment pursuant to the Midtown Master Plan approved in December 2022 through Resolution No. 2022-68.

As is described in the *Midtown Metropolitan Development Plan: Designation Report* ("Report") (attached as Attachment A of the Resolution), the Midtown LINC consists of diverse tracts of land characterized by multiple designation criteria, demonstrating that the Midtown LINC area is inconsistent with the land use goals described in SFCC 1987, Section 14-1.3, "General Purposes".

The goals described under Section 14-1.3 establish that the use of land in Santa Fe as an MRA should "create conditions favorable to the health, safety, convenience, prosperity, and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails, providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for appropriate distribution of population and traffic." Specifically of note, the Report identifies conditions such as faulty platting, defective and inadequate street layout, as well as deteriorating structures and infrastructure, that negatively impact economic development, redevelopment, and diverse uses, including housing, in the proposed designated area.

The Midtown LINC also lies within two designated census tracts, 11.03 and 10.02, which are "qualified opportunity" zones, as defined by 26 USCA, Section 1400Z–1. This section of United States Code creates an economic development tool that allows people to invest in distressed areas, the purpose of which is to spur economic development and job creation in distressed communities by providing tax benefits to investors.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Amanda Chavez

A RESOLUTION

MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AS A METROPOLITAN REDEVELOPMENT AREA.

WHEREAS, the New Mexico Legislature adopted a Metropolitan Redevelopment Code to, among other things, provide strategies for municipalities to finance redevelopment projects; and

WHEREAS, SFCC 1987, Section 7-2.3 provides that the City of Santa Fe ("City") can declare and designate a metropolitan development area as "appropriate for a metropolitan development project"; and

WHEREAS, SFCC 1987, Section 7-2.8**,** provides that, in order to designate an area as a metropolitan redevelopment area, the City must first adopt a resolution establishing the following two criteria: 1) the area is either a slum or blighted; and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city; and

WHEREAS, the Midtown Local Innovation Corridor Overlay District (the "LINC") consists of diverse tracts of land which, according to a study commissioned by the City, the

Midtown Metropolitan Development Plan: Designation Report, Attachment A, is characterized by deteriorated or deteriorating structures, defective or inadequate street layout, faulty lot layout, deterioration of sites or other implements, a lack of adequate housing facilities, obsolete or impractical platting, and a significant number of vacant or struggling commercial businesses, all of which are inconsistent with the described goals in SFCC 1987, Section 14-1.3 of the land-use code, to "create conditions favorable to the health, safety, convenience, prosperity and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails; providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for the appropriate distribution of population and traffic"; and

WHEREAS, the LINC lies within two designated census tracts, 11.03 and 10.02, which as defined in 26 USCA § 1400Z–1, are "qualified opportunity zones": distressed areas, identified by the federal government as needing targeted investment in economic development; and

WHEREAS, the purpose of identifying opportunity zones was to spur economic development and job creation in distressed communities by providing tax benefits to investors; and

WHEREAS, the economically challenging conditions in these census tracts have impaired the sound growth, development, and economic well-being of the City, creating an economic and social burden detrimental to the public health, safety, and welfare of the City; and

WHEREAS, the LINC includes a multi-unit residential property, more specifically described as the area covered by Lot 3B1**,** as recorded in instrument number 1171143, Book 482, Page 35, of the Santa Fe County Clerk ("Multi-Unit Residential Property"); and

WHEREAS, as the only residential property in the LINC, the Multi-Unit Residential Property's interests and needs are distinct from the rest of the LINC.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE finds that a blighted area exists in the LINC, depicted in Attachment

B, and the rehabilitation, conservation, and redevelopment of the area is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that the area within the LINC, defined by SFCC 1987, Section 14-5.5D (2), other than the Multi-Unit Residential Property, is designated a Metropolitan Redevelopment Area, pursuant to SFCC 1987, Section 7-2.8, and NMSA 1978, Section 3-60A-8.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

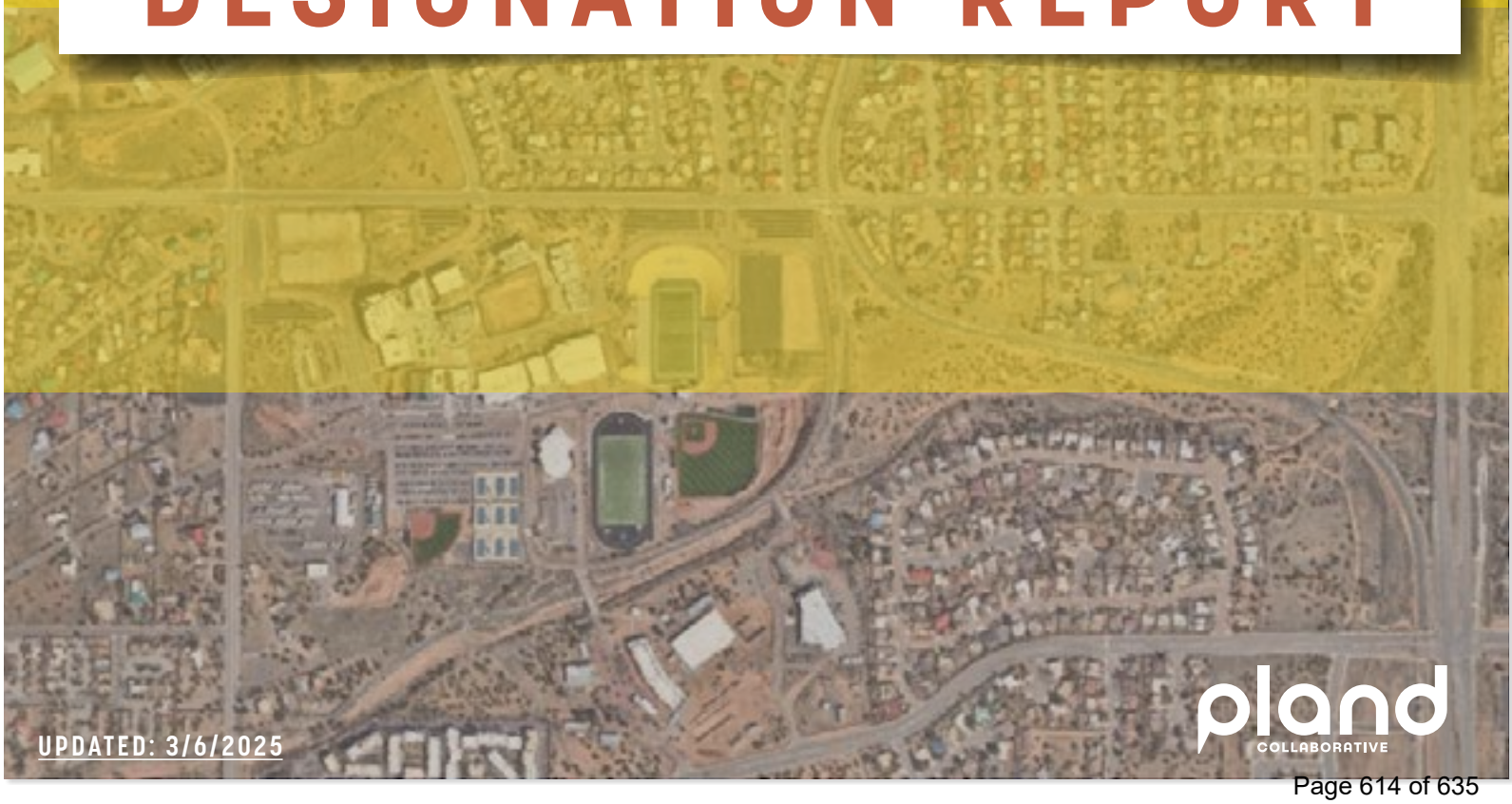
ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Midtown Redevelopment Area Designation

Attachment A

MIDTOWN METROPOLITAN
REDEVELOPMENT PLAN

DESIGNATION REPORT



UPDATED: 3/6/2025

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INTRODUCTION

The Santa Fe Midtown Metropolitan Redevelopment Area (MRA) is a bold step toward revitalizing the heart of Santa Fe. Building on years of community-driven planning, this initiative will transform the Midtown District into a hub for arts, culture, economic growth, and mixed-income housing.

By designating the district as an MRA, Santa Fe can unlock key funding sources, attract private investment, and improve public infrastructure—creating new jobs, enhancing walkability, and expanding housing options. This strategic action was included in the Midtown Community Development Plan and aligns with the Midtown Master Plan to ensure mixed-use, sustainable redevelopment. With strategic public-private partnerships and financial tools like tax incentives and infrastructure investments, the MRA will move Midtown into motion, fostering an inclusive, thriving district for all Santa Fe residents.

BACKGROUND

The Midtown Site, located in the geographic center of Santa Fe, and the broader St. Michael's Drive / Cerrillos Road corridor, are full of possibilities. The Midtown Redevelopment Plans, which included the Midtown Master Plan and the Midtown Community Development Plan, were unanimously approved by the City of Santa Fe Governing Body in November 2022 and January 2023. This marked a significant milestone for realizing the community and economic development potential of both the city-owned 64-acre Midtown Site and the broader Midtown District.

The redevelopment plans for the Midtown Site capitalized on the groundbreaking planning and rezoning work that was approved in October 2016, known as the Midtown Local Innovation Corridor (LINC) Overlay District. Additionally, the Midtown District was designated a federal Opportunity Zone in 2017 to spur economic development by providing tax benefits to investors and encouraging long-term investments in low-income neighborhoods.

These efforts stand on the shoulders of the 2012 RE:Mike project. This process re-envisioned the St. Michael's Drive commercial corridor. It established community priorities for redesigning and rebuilding the public right of way to create safe pedestrian and bike-friendly streets along a mixed-use corridor that incentivized housing affordability and transit-oriented development.

These critical public acts serve as the foundation for taking the next step toward implementing the Midtown District vision, goals, and plans. The district will be a center for arts and cultural innovation, create economic growth and job opportunities, improve socioeconomic equality, and present opportunities for mixed-income housing.

THE SANTA FE METROPOLITAN REDEVELOPMENT AGENCY

Establishing the Santa Fe Metropolitan Redevelopment Agency brought real estate acumen and an entrepreneurial approach to redevelopment in the City of Santa Fe. The MRA works with community and real estate experts to promote the triple-bottom-line, mission-driven development strategies focused on the economic, social, and environmental health of neighborhoods and districts and the people who live, work, play, and learn there.

LEGAL FRAMEWORK

The New Mexico Metropolitan Redevelopment Code (§3-60A-1 to 3-60A48 NMSA 1978) provides municipalities in New Mexico with the power to correct conditions in areas or neighborhoods that "substantially impair or arrest the sound and orderly development" within the city. These powers can help reverse an area's decline and stagnation. However,

the municipality may only use these powers within designated Metropolitan Redevelopment Areas (MRAs) with adopted redevelopment plans.

MRA AREA DESIGNATION CRITERIA

The designation of the Midtown Metropolitan Redevelopment Area is based on existing conditions that hinder redevelopment and economic growth within the area. Under state and local law, the designation of an MRA requires a finding of blight as defined in Section 3-60A-4 of the New Mexico Metropolitan Redevelopment Code. This designation is a necessary step to unlock redevelopment tools and incentives that can revitalize Midtown and attract investment.

A blighted area is defined as one that meets one or more of the following conditions:

- ☑ *A substantial number of deteriorated or deteriorating structures negatively impact the area's livability and economic potential.*
- ☑ *A defective or inadequate street layout that limits accessibility, walkability, and connectivity.*
- ☑ *Faulty lot layout that reduces the usefulness, accessibility, or redevelopment potential of properties.*
- ☑ *Deterioration of sites or other improvements, making the area less viable for new development.*
- ☑ *A lack of adequate housing facilities or conditions that prevent the provision of needed housing accommodations.*
- ☑ *Obsolete or impractical planning and platting, leading to underutilized land and inefficient land use.*
- ☑ *A significant number of vacant or struggling commercial businesses, reducing economic activity and job opportunities.*
- ☑ *Low levels of commercial or industrial activity, contributing to economic stagnation and disinvestment.*

A combination of these or other conditions impair economic growth and the overall well-being of the city.

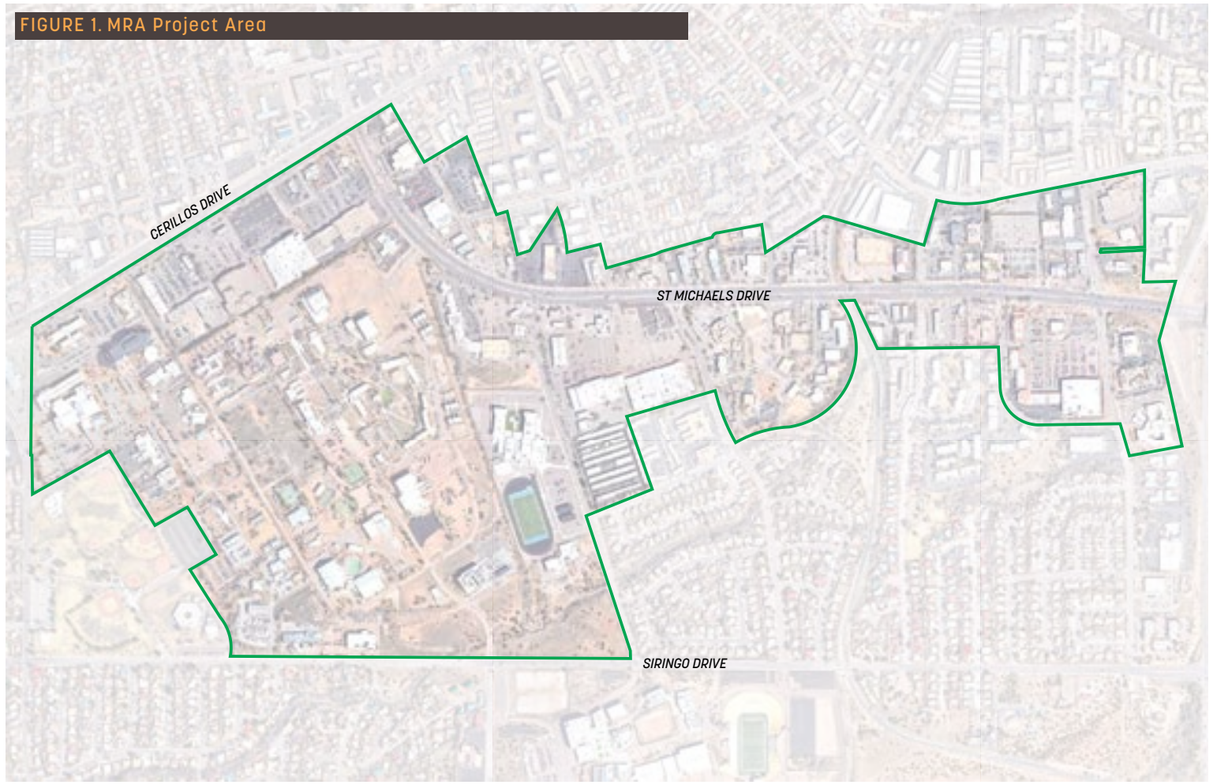
The Midtown MRA Designation Report is being conducted to formally assess these conditions and justify the use of redevelopment tools such as public-private partnerships, financial incentives, infrastructure investment, and zoning adjustments. By identifying the Midtown as an MRA, the City of Santa Fe increases its ability to implement the Midtown Redevelopment plans and facilitate redevelopment projects in the district.

PROJECT BOUNDARY

The Midtown MRA Plan area follows the boundary of the Midtown Local Innovation Corridor (Midtown LINC) Overlay District, which was adopted in 2016 (Ord. 2016-39). The Midtown LINC Overlay District was originally created to strengthen the built environment, foster economic growth, and enhance connectivity within Santa Fe's geographic and demographic center. It aimed to bridge the gap between two major employment hubs—the city-owned Midtown site to the west and Christus St. Vincent Regional Medical Center to the east—by incentivizing mixed-use, pedestrian-oriented redevelopment.

The boundary selection for the LINC district was strategic and deliberate. It excludes established residential neighborhoods to minimize disruption while incorporating 372.8 acres of primarily commercial, industrial, and institutional properties along St. Michael's Drive and Cerrillos Road, as well as the former Santa Fe University of Art and Design (SFUAD) campus. The intent was to free underutilized land for multi-family residential and complementary non-residential uses while maintaining zoning flexibility. Additionally, the boundary allows for higher-density development, improved multimodal transit options, and walkable public spaces, reinforcing Santa Fe's broader urban planning goals.

FIGURE 1. MRA Project Area



The Midtown MRA Designation Area aligns with the LINC Overlay boundary with one minor omision of a residential property. There is no residential property within the Midtown MRA Designation Area. The Study Area encompasses 182 parcels, including the 64-acre city-owned Midtown Redevelopment Site. Its commercial zoning layout creates a natural corridor for business growth and redevelopment while ensuring buffers for existing residential areas. The geographic scope of the MRA extends to West San Mateo Lane to the north, St. Francis Drive to the east, Siringo Road to the south, and Camino Carlos Rey and St. Michael's Drive to the west, positioning it as a key mixed-use redevelopment corridor for Santa Fe's future.

EXISTING CONDITIONS ASSESSMENT

This section provides an in-depth analysis of physical, economic, and social conditions in the study area to address the criteria identified in the New Mexico Metropolitan Redevelopment Code. The assessment includes a policy review to identify existing planning efforts, community goals, and policies that guide and govern this area.

A. POLICY REVIEW

The following section outlines existing planning initiatives, policies, reports, and documents related to the Midtown MRA site. They are listed chronoligically by the following categories: Midtown District Plans, Midtown Site Plans, and citywide/Santa Fe plans.

Over the years, multiple efforts have aimed to activate and revitalize this area, but with limited success. Many of these plans and policies were developed with the goal of redeveloping and reinvigorating the MRA area; however, they have yet to achieve significant, lasting impact.

At the conclusion of each discussed plan, policy, or initiative, we provide a summary outlining how it addresses the MRA designation criteria or key takeaways if it does not. This is essential, as many previous planning efforts have already identified and attempted to address the same challenges highlighted in this designation report. Additionally, key takeaways from these past initiatives will help support the justification for the MRA designation.

RE:MIKE (2012)

The RE:MIKE Report outlines efforts to reimagine and revitalize the St. Michael's Drive Corridor in Santa Fe, aiming to transform it into a more vibrant, pedestrian-friendly, and economically diverse area. This initiative is a public-private partnership involving the City of Santa Fe, local businesses, educational institutions, and community organizations. It builds on previous studies and planning efforts, incorporating extensive data collection and urban prototyping.

The RE:MIKE initiative began in 2012 with a large-scale urban prototyping festival that engaged the public in shaping the future of the corridor. The event revealed strong community support for walkability, bicycle accessibility, safety improvements, zoning changes, and mixed-use development. The study identified key challenges, such as aging infrastructure, high traffic speeds, a lack of identity, and unsafe intersections.

Following the festival, the report proposed specific action items, including investigating city ownership of St. Michael's Drive, implementing zoning changes to encourage mixed-use development, fostering business engagement, adding green space through fixed and mobile parklets, developing a pop-up business ordinance, and improving the area's overall identity. There was also a focus on transportation safety enhancements, investment in public spaces, and the promotion of small businesses and cultural identity.

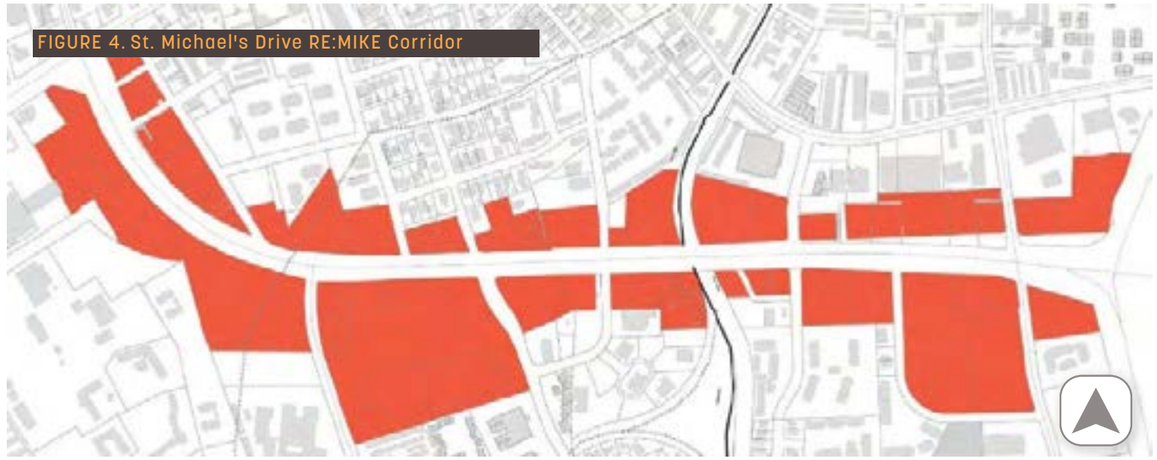
The recommendations aim to balance economic growth, sustainability, and livability, setting the stage for future redevelopment efforts that align with community values. While there was broad public support, improvements from RE:MIKE have not been implemented. These recomendations would contribute significantly to creating a mixed-use commercial corridor.

FIGURE 2. St. Michael's Drive Redesign Scenario A

FIGURE 3. St. Michael's Drive Redesign Scenario B

Design scenarios for St. Michael's Drive, based on Santa Fe arterial design standards (Streetmix)

FIGURE 4. St. Michael's Drive RE:MIKE Corridor



ADDRESSING MRA CRITERIA

- ☑ **Deteriorated or Aging Infrastructure:** Many commercial properties along St. Michael's Drive feature large, aging buildings that are underutilized or in various states of decline. The corridor's suburban-style development pattern, dominated by vast parking lots, creates a fragmented urban fabric, discouraging walkability and vibrant economic activity.
- ☑ **Defective and Inadequate Street Layout:** St. Michael's Drive was originally built as a bypass highway in the 1950s, but as Santa Fe has grown, it has become an essential corridor for retail, transportation, and other business activity. However, it still retains its highway-like design, with seven lanes of traffic, dangerous intersections, and limited pedestrian access. This design increases the risk of collisions as drivers pull in and out of shopping centers. The area lacks effective multimodal transportation options, further isolating surrounding neighborhoods.
- ☑ **Faulty Lot Layout and Inefficient Land Use:** The corridor's strip mall development pattern and excessive parking requirements have created underutilized parcels with limited connection with surrounding neighborhoods. This inefficient land use makes it difficult to redevelop sites into more compact, mixed-use developments that would better serve the community and create much needed housing choices in the center of the city.
- ☑ **Deterioration of Public Spaces and Site Improvements:** Public spaces in the area lack investment, making them uninviting and underutilized. Surveys conducted as part of the RE:MIKE initiative show that residents view St. Michael's Drive as an area with "no identity" and "a place they avoid walking or spending time in" due to its car-centric nature and lack of engaging public amenities.
- ☑ **Decline of Commercial and Business Activity:** While St. Michael's Drive is a central commercial district, the dominance of large retail centers with little pedestrian access has discouraged economic diversification.
- ☑ **Lack of Adequate Housing Facilities:** The corridor lacks a sufficient mix of housing types, particularly affordable and workforce housing.

OVERLAY DISTRICT: MIDTOWN LINC ZONING OVERLAY (2016)

The Midtown LINC Overlay District was established through Ordinance #2016-39, which was adopted by the City of Santa Fe in 2016. The district was created to enhance connectivity and development in Santa Fe's midtown area, linking key employment centers such as Santa Fe University of Art and Design and Christus St. Vincent Regional Medical Center.

The overlay is a framework for revitalizing Santa Fe's midtown area, transforming underutilized spaces along western St. Michael's Drive into a vibrant, economically diverse district. The initiative encourages mixed-use development, improved urban design, and pedestrian-friendly infrastructure.

The district promotes multi-family residential development alongside complementary commercial uses, creating a dynamic, street-oriented environment. Updated zoning regulations increase development capacity while maintaining buffers for existing neighborhoods. Planned urban enhancements focus on pedestrian and bicycle accessibility, traffic calming measures, and expanded public spaces to improve mobility and safety.

To encourage investment, the city offers fee incentives for qualifying projects, waiving certain development and utility fees. Design standards prioritize four-story mixed-use buildings, street-facing architecture, and enhanced landscaping to foster a more cohesive urban fabric. Additional requirements for signage, bicycle parking, and green infrastructure ensure that new development contributes to a more connected and livable midtown. The Midtown LINC Overlay aligns with Santa Fe's broader goals for sustainable growth while preserving the city's unique character.

FIGURE 5. Midtown LINC Overlay District

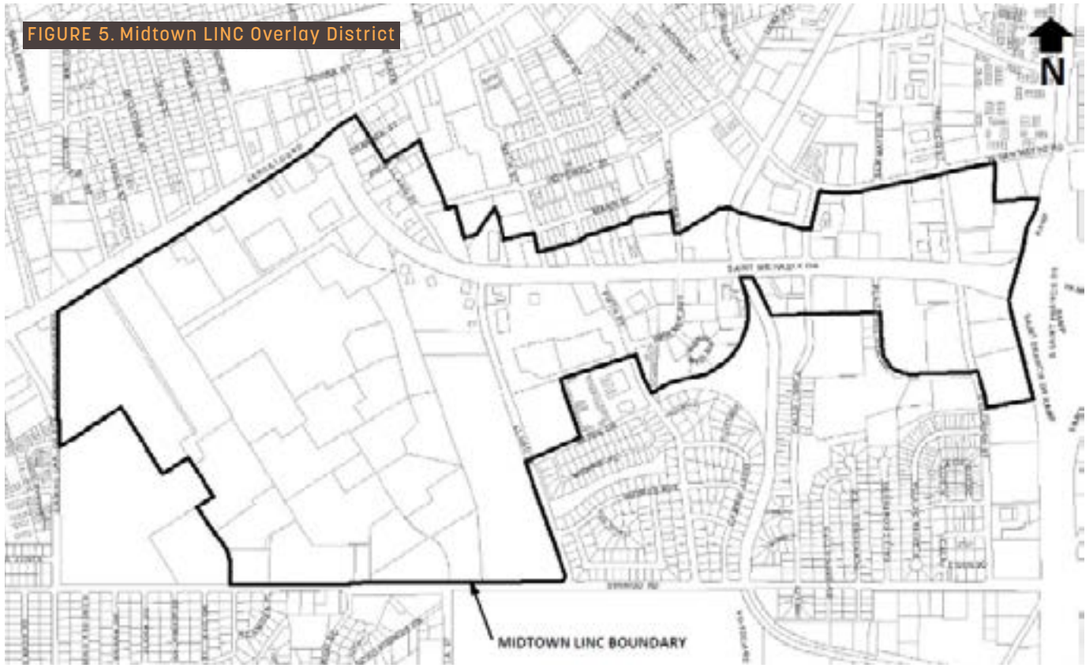


Image source: MIDTOWN LINC Summary Presentation (2017)

While there was broad public support for the LINC, there have not been qualifying projects that the LINC zoning intended to facilitate.

ADDRESSING MRA CRITERIA:

- ☑ Deteriorated or aging infrastructure: Several structures and public spaces within the corridor show signs of physical decline, limiting their usability and attractiveness for redevelopment.
- ☑ **Defective and inadequate street layout:** St. Michael's Drive and adjacent streets prioritize vehicular traffic, creating barriers to pedestrian and bicycle movement. The street design lacks adequate connectivity between key destinations and discourages mixed-use development.
- ☑ **Obsolete and impractical planning:** The existing zoning and development regulations in the Midtown area have historically favored single-use commercial developments, which have contributed to underutilization of land and inefficient site layouts.
- ☑ **Significant business closures and low commercial activity:** Economic stagnation is evident, especially within the Midtown site. This large site has experienced long-term vacancies and reduced activity, leading to declining tax revenues and community disinvestment.
- ☑ **Lack of adequate housing facilities:** The area has a lack of housing variety or housing choices in adjacent districts, particularly affordable and mixed-income housing, despite its proximity to major employment and institutional centers. This imbalance between jobs and housing options contributes to increased commuting and a reduced sense of community within the district.
- ☑ **Deterioration of public spaces and site improvements:** Public spaces lack consistent investment and maintenance, making them less inviting and underutilized by the community.

MIDTOWN REDEVLOPMENT PLANS

The Midtown Master Plan and Midtown Community Plan together create the Midtown Redevelopment Plan. These include both land use and urban design guidelines for the future of the Midtown Site. The blighted Midtown Site is key to improving and creating the economic resiliency of the adjacent commercial corridor and broader Midtown District.

MIDTOWN MASTER PLAN (2022)

The Midtown Master Plan, approved on November 30, 2022, provides a framework for the redevelopment of the Midtown Site in Santa Fe. This site, formerly home to the Santa Fe University of Art and Design (SFUAD) until its closure in 2018, represents a significant opportunity for business, housing, and cultural development in the city. The plan outlines a long-term vision driven by community input, prioritizing sustainability, economic vitality, and the creation of a mixed-use urban center.

The City of Santa Fe took control of the planning process in 2020. Since then, the city has worked with stakeholders to create a comprehensive strategy that balances housing affordability, job creation, transit improvements, and climate resilience. The plan promotes walkability, public spaces, and a variety of uses, including film and media production, arts and culture, and higher education.

KEY TAKEAWAYS

- ☑ The Midtown Site will serve as a new center for Santa Fe, integrating housing, employment, public spaces, and cultural institutions.
- ☑ Over 1,000 new housing units are planned, with a focus on affordability and accessibility.
- ☑ A pedestrian-friendly, mixed-use neighborhood is envisioned, encouraging walkability and sustainable design.
- ☑ Community Arts and Culture will be a major focus for economic and social viability.
- ☑ More than 5 acres of public parks and open spaces will enhance community engagement and recreation.
- ☑ The Midtown LINC Zoning Area, adopted in 2016, will guide redevelopment efforts and encourage higher-density mixed-use projects.
- ☑ Infrastructure improvements, including transit enhancements and multimodal connections, will support growth and mobility.
- ☑ The plan aligns with existing city policies and sustainability goals, aiming to create an equitable and environmentally responsible development.

MIDTOWN COMMUNITY DEVELOPMENT PLAN (2023)

The Midtown Community Development Plan is a policy-driven framework designed to guide the redevelopment of the Midtown Site in Santa Fe. This plan was developed as part of the Midtown Master Plan and is utilized in conjunctions with the Midtown Master Plan to ensure that new development aligns with community priorities related to housing affordability, job access, arts and culture, and public amenities. It was created through an extensive public

engagement process that involved thousands of community members, emphasizing inclusivity, equity, and sustainability.

The plan outlines strategies to increase housing opportunities, expand public services, support economic development, and preserve cultural heritage. It sets clear expectations for community benefits that developers must incorporate into their projects. Additionally, the plan integrates sustainability initiatives such as green infrastructure, multimodal transportation improvements, and energy-efficient development standards to ensure a long-term, resilient future for the Midtown Site.

KEY TAKEAWAYS

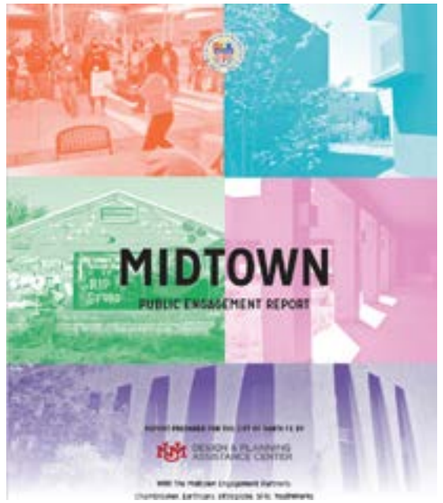
- ☑ It encourages job creation, business innovation, and workforce training programs to support local employment.
- ☑ Community arts, cultural landmarks, and civic spaces will be preserved and enhanced to maintain Santa Fe's unique identity.
- ☑ Walkability, improved public transit access, and safe bicycle infrastructure are prioritized to enhance connectivity.
- ☑ Green building standards, integrated stormwater management, and energy-efficient design are required for sustainability.
- ☑ Clear guidelines ensure developers prioritize public amenities, workforce development, and long-term affordability.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Aging Structures:** Many buildings on the former Santa Fe University of Art and Design (SFUAD) campus have deteriorated due to prolonged vacancies and lack of maintenance. While some structures are suitable for adaptive reuse, others require significant investment to meet modern building standards. Demolition is expected to begin on some of the structures in the near future.
- ☑ **Defective and Inadequate Street Layout:** The existing street network prioritizes automobile traffic and lacks safe pedestrian and bicycle connections, making it difficult for residents to navigate the area without a vehicle. The street design fails to provide adequate connectivity between neighborhoods and key destinations such as Cerrillos Road, St. Michael's Drive, Siringo Road, and nearby employment centers.
- ☑ **Obsolete or Inefficient Land Use Planning:** The Midtown Site is a large, underutilized property in the heart of Santa Fe. Originally developed for institutional use, its current land use does not align with modern mixed-use urban development practices. The lack of higher-density housing, neighborhood-serving retail, and active public spaces has contributed to the area's economic stagnation.
- ☑ **Significant Business Closures and Low Commercial Activity:** Many commercial and institutional properties in the Midtown area remain vacant or underused, limiting economic growth and reducing local employment opportunities. The lack of reinvestment has weakened the area's economic vitality, creating an environment where businesses struggle to thrive.
- ☑ **Lack of Adequate Housing Facilities**: The Midtown redevelopment plans emphasize the need for additional housing, particularly affordable and workforce housing. The area does not currently provide sufficient residential options to support local employees, students, and artists who could benefit from living near emerging economic hubs.
- ☑ **Deterioration of Public Spaces and Site Infrastructure:** Many public spaces and streetscapes within the Midtown area are outdated, poorly maintained, or lacking entirely. The absence of high-quality parks, plazas, and gathering places discourages pedestrian activity and limits opportunities for community engagement.

MIDTOWN PUBLIC ENGAGEMENT REPORT (2022)

The Midtown Public Engagement Report documents the extensive community outreach process undertaken to shape the future of the Midtown Santa Fe site. Following the closure of the Santa Fe University of Art and Design in 2018, the City of Santa Fe launched the Midtown Redevelopment Process to engage residents, stakeholders, and organizations in envisioning a new purpose for the site. This effort aimed to gather diverse perspectives and inform development strategies that align with community needs, aspirations, and priorities.



The Midtown Public Engagement process reached a broad and diverse cross-section of Santa Fe residents through a variety of outreach methods. A total of 2,089 surveys were collected, providing valuable insights into community priorities and ensuring representation from different demographic and economic backgrounds. In addition to surveys, over 3,300 people participated in public meetings, tenant clinics, and food distribution events, fostering meaningful dialogue about the future of Midtown.

Beyond in-person engagement, the outreach campaign recorded over 20,000 points of contact through media campaigns, newsletters, canvassing, and digital platforms, expanding access to those who might not have attended events. The process successfully reflected Santa Fe's demographic diversity, with 53.6% of respondents identifying as Hispanic/Latinx, 24.8% as non-Hispanic White, and 10.9% as Indigenous. Economic diversity was also a key factor, with 67% of participants earning $55,000 or less annually, and a mix of homeowners (47.3%) and renters (42.4%), ensuring that housing needs were a central focus of the discussions.

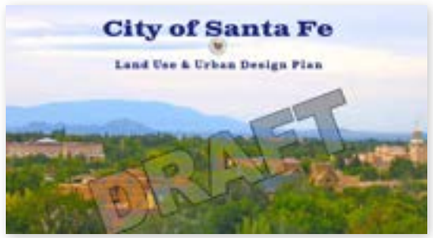
The purpose of this report was to synthesize public input into actionable development guidelines for the Midtown area and informed

the final master plan and recommendations. The engagement process prioritized themes such as housing, economic development, public spaces, sustainability, and transportation. By integrating these community-driven insights, the city sought to ensure that redevelopment efforts foster equity, cultural preservation, economic opportunity, and environmental responsibility.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** The Midtown Public Engagement Report identifies multiple vacant or deteriorating buildings on the former Santa Fe University of Art & Design (SFUAD) campus. Residents voiced concerns about abandoned buildings contributing to safety issues, lack of activation, and visual blight.
- ☑ **Defective and Inadequate Street Layout:** The current street network prioritizes vehicles over pedestrians, creating safety concerns and discouraging walkability. The report highlights the need for multimodal transportation improvements, such as safer intersections, expanded bike lanes, and improved public transit access. Community members repeatedly raised concerns about difficult pedestrian crossings, missing sidewalks, and the absence of transit options that connect Midtown to other parts of the city.
- ☑ **Obsolete or Inefficient Land Use Planning:** The existing land use pattern in Midtown is outdated, originally designed for institutional and commercial purposes rather than the mixed-use, high-density development needed today. The report identifies large underutilized parcels and restrictive zoning as key barriers to redevelopment. Residents expressed frustration that the area feels disconnected from surrounding neighborhoods, lacks essential services like grocery stores, and does not support a vibrant, mixed-use environment.
- ☑ **Decline of Commercial and Business Activity**: The report highlights a significant decline in commercial activity, with many properties either vacant or underutilized, limiting job opportunities and economic growth. Community members noted the loss of local businesses and the difficulty of attracting new investment. The need for small business support and zoning flexibility was a recurring theme in public engagement efforts .
- ☑ **Lack of Adequate Housing Facilities:** Midtown's shortage of affordable and workforce housing is a major challenge identified in the report. Despite its proximity to major employers, the area lacks sufficient housing options, leading to displacement and long commutes for workers. The community strongly emphasized the need for diverse housing options, including affordable units and mixed-income developments .
- ☑ **Deterioration of Public Spaces and Site Infrastructure:** The report identifies a lack of investment in public spaces, with outdated or underutilized parks and civic spaces. Community members consistently voiced the need for more parks, gathering spaces, and cultural centers to create a more welcoming and vibrant Midtown.

CITY OF SANTA FE LAND USE & URBAN DESIGN PLAN (1999)



The City of Santa Fe Land Use & Urban Design Plan serves as a comprehensive framework for guiding urban development, ensuring that growth is sustainable, efficient, and aligned with the city's cultural and environmental priorities. The plan establishes policies to promote a compact urban form, support mixed-use development, and preserve Santa Fe's historic character while addressing economic development, housing affordability, and transportation improvements. It emphasizes the importance of infill development, higher residential densities, pedestrian connectivity, and alternative transportation options, all while maintaining the city's unique identity and sense of place.

Originally adopted in 1999, the plan was designed to provide long-term guidance for land use and urban growth management. Currently, the City of Santa Fe is in the process of updating the plan to better address modern challenges, including sustainability, climate adaptation, and economic diversification. This plan update involves community engagement, policy revisions, and new strategies to ensure that development continues to align with the city's long-term vision.

The 1999 plan does not address the Midtown District because, at the time it was drafted, the area was still an active school.

KEY TAKEAWAYS

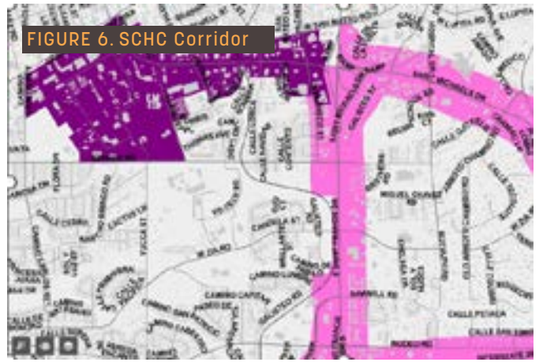
- ☑ The City of Santa Fe Land Use & Urban Design Plan was developed before targeted planning initiatives aimed at revitalizing this area. The current plan update will incorporate community goals and long-range planning efforts established since its 1999 adoption.

OVERLAY DISTRICT: SOUTH-CENTRAL HIGHWAY CORRIDOR PROTECTION DISTRICT (SCHC)

The South-Central Highway Corridor Protection District (SCHC) overly applies to a small portion of the MRA. The overlay encompasses land within 600 feet of the edge of the right-of-way on both sides of St. Michael's Drive, Old Pecos Trail, St. Francis Drive, Rodeo Road, and Interstate 25 and its frontage roads.

This designation aims to preserve the scenic quality and manage development along these corridors. The SCHC imposes specific regulations on land use, density, and design to maintain the visual appeal and character of these areas. For instance, there are increased minimum building setbacks.

FIGURE 6. SCHC Corridor



KEY TAKEAWAYS

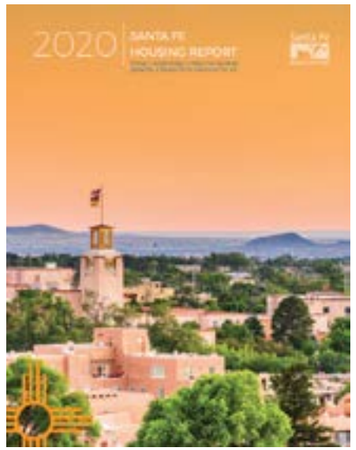
- ☑ Public input strongly emphasized the need for affordable and diverse housing options, ensuring long-term affordability and minimizing displacement risks.
- ☑ Economic development is a key focus, with a strong push for job creation, small business support, and workforce training programs to strengthen the local economy.
- ☑ Residents prioritized preserving historical and cultural assets, enhancing public parks, open spaces, and civic amenities to foster a sense of community.
- ☑ Sustainability remains a central theme, with recommendations for green building standards, integrated stormwater management, and climate-conscious urban design.
- ☑ Mobility and connectivity improvements will support walkability, bike access, public transit expansion, and safer pedestrian infrastructure, ensuring a well-connected and accessible Midtown district.

SANTA FE HOUSING REPORT (2020)

The 2020 Santa Fe Housing Report provides a comprehensive analysis of Santa Fe's housing market, affordability challenges, and policy recommendations. It emphasizes the need for increased housing supply, improved affordability measures, and stronger policies to address displacement risks. The report highlights that Santa Fe faces rising housing costs, stagnant wages, and a growing demand for affordable units, making housing one of the most pressing issues in the city.

A key focus is on the Midtown District, which presents an opportunity for mixed-use, high-density development that can alleviate housing pressures. The report discusses strategies such as inclusionary zoning, leveraging public land for affordable housing, and mixed-income housing models to ensure long-term affordability.

The Midtown site, given its central location and size, is identified as a prime area for addressing housing needs through strategic urban planning.



ADDRESSING MRA CRITERIA:

- ☑ **Lack of Adequate Housing Facilities:** The 2020 Housing Report identifies a severe shortage of affordable and workforce housing in Santa Fe, limiting accessibility for low- and moderate-income residents. The city fails to provide sufficient housing to meet demand, leading to displacement risks and long commutes for many workers. The report also notes that without intervention, new development in Santa Fe could further exacerbate affordability issues, pricing out existing residents
- ☑ **Efficient Land Use Planning:** Midtown is identified as a prime location for mixed-use and high-density development, yet existing zoning and infrastructure are not conducive to such growth. The report calls for zoning and policy changes to promote mixed-income housing, integrate public spaces, and create a more walkable, transit-friendly environment.

B. LAND USE AND ZONING

EXISTING LAND USES (COMMERCIAL, RESIDENTIAL, MIXED-USE).

Outside of the Midtown site, the majority of the MRA is occupied by commercial uses. The land use of the area is defined by retail, light office and light industrial. The retail in this area is a mixture of small pad sites and large shopping centers. The entire area is defined by large, underutilized parking lots and buildings that are set back significantly from the adjacent street. There is a lack of connectivity between and among the parcels in the MRA. This area lacks a cohesive identity or character and is autocentric.

ZONING ANALYSIS (POTENTIAL FOR REDEVELOPMENT UNDER CURRENT ZONING).

The current zoning, primarily commercial, limits the redevelopment potential of this area. The Cerrillos section of the LINC was planned prior to 2016 and could not prioritize mixed-use or best practices, giving it a strip mall appearance. Future zoning should allow a mix of uses to encourage the development of walkable, mixed-use, transit-oriented areas desired, as articulated by community stakeholders. Specifically, higher density housing should be encouraged to redevelop commercial areas into vibrant mixed-use and walkable activity centers.

SOUTH-CENTRAL HIGHWAY CORRIDOR PROTECTION

A small portion of the MRA overlaps with the South-Central Highway Corridor Protection District overlay. Provisions include building height limitations to maintain the visual character of the corridor. The SCHC also imposes design standards to ensure that new developments or alterations harmonize with the existing landscape and architectural character of the corridor. Where overlay districts overlap, the most strict requirements prevail.

LINC OVERLAY DISTRICT

The Midtown LINC Overlay District prioritizes higher-density housing, economic activity, multimodal transportation, and sustainability. The incentives and design standards aim to transform St. Michael's Drive into a dynamic and attractive corridor, encouraging private investment while ensuring community benefits.

The district allows for a variety of uses consistent with underlying zoning, with additional permitted uses of multiple-family housing. Certain uses are prohibited to maintain the district's character, including mobile homes, mobile home parks, sexually oriented businesses, outdoor storage of vehicles and equipment, and specific industrial activities like warehouse and freight movement.

To encourage development that aligns with the district's objectives, the Midtown LINC Overlay District defines "qualifying projects" those that contribute to a mixed-use, pedestrian-friendly environment. Qualifying Residential Projects include new developments consisting solely of multiple-family dwellings or mixed-use projects where residential units serve as the primary use, supported by eligible non-residential components. Qualifying Non-Residential Projects encompass new developments or modifications to existing structures intended for designated commercial and industrial uses, such as research laboratories, light assembly and manufacturing spaces (including "maker" spaces), neighborhood grocery stores, and laundromats, ensuring a balanced mix of residential and economic activity in the district.

Projects in this overlay district also have to adhere to specific architectural and landscaping standards to improve the overall appeal of the district.

VACANT OR UNDERUTILIZED PROPERTIES

While most of the properties in the area are occupied, many of them are underutilized. The large parking lots fronting many of properties are rarely if ever full. The land value of this centrally located district could support a greater diversity of uses. In a city with such a shortage of housing, the large parcels could support the development of a variety of housing units.

D. PHYSICAL CONDITIONS

City of Santa Fe MRA staff performed an assessment of the Study Area in February 2024 to document physical conditions. This report summarizes findings for the LINC and the Midtown Site separately, as conditions are very different. The assessment demonstrates that the properties included in the Study Area exhibit a combination of factors that contribute to the lack of redevelopment, as defined by New Mexico State Statute 3-60A.1-41, 1978.

MIDTOWN LINC:

The Midtown LINC Overlay District exhibits significant challenges related to land use, transportation, infrastructure, and economic activity, many of which align with the criteria for Metropolitan Redevelopment Area (MRA) designation. Originally developed with a suburban, car-oriented layout, the corridor has struggled to transition into a walkable, mixed-use urban district. Despite incentives introduced through the LINC Overlay in 2016, there has been no new residential development in the area, and underutilized properties, deteriorating infrastructure, and high crime rates persist.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** Many buildings within the LINC were constructed 30 to 40 years ago as large-lot strip malls and big-box retail centers. Over time, some have been subdivided into standalone properties surrounded by expansive parking lots, while others remain vacant or underutilized.
- ☑ **Defective and Inadequate Street Layout:** St. Michael's Drive was originally designed as a two-lane bypass highway in the 1950s and later widened in the 1970s. Today, it is one of Santa Fe's busiest streets, carrying 25,000–30,000 vehicles per day across a seven-lane roadway (six through lanes plus a center turn lane). The street lacks bike lanes, mid-block pedestrian crossings, street trees, and adequate public transit infrastructure, making it unsafe and uninviting for pedestrians and cyclists. The City of Santa Fe has formally recognized these deficiencies and, in a March 28, 2022 memo to NMDOT, proposed reducing lanes and implementing multimodal safety improvements.
- ☑ **Faulty Lot Layout and Infrastructure Deficiencies:** The LINC area consists of large commercial properties with individual curb cuts onto St. Michael's Drive, few shared access points, and no internal connectivity between parcels. If a driver misses an entrance, they must exit onto a neighborhood street and loop back, or park at a separate business and navigate through poorly maintained landscaping and parking lots. Several properties are isolated by surrounding parcels, with no viable cross-access for pedestrians or vehicles. Parking lots dominate the landscape, yet they remain underutilized and many are in poor condition with potholes, poor drainage, and failing pavement.
- ☑ **Deterioration of Public Spaces and Site Improvements:** Many properties feature planter strips that are either poorly maintained, overgrown, or dead. Several sidewalks are impassable due to overgrown landscaping, while bus stops lack proper shelters. No street trees exist along the corridor, as the entire planter strip was paved over when the State transferred St. Michael's Drive to the City of Santa Fe in 2018.
- ☑ **Decline of Commercial and Business Activity:** Many commercial properties within the LINC are vacant or struggling, contributing to a high percentage of underutilized parcels. The LINC Overlay was originally established to incentivize redevelopment, particularly multi-family housing, but no new residential development has occurred since its adoption in 2016.
- ☑ **Lack of Adequate Housing Facilities:** The LINC area is zoned C-2 General Commercial, allowing multi-family housing with no density cap, yet no housing projects have been proposed due to outdated infrastructure, high costs of redevelopment, and poor pedestrian connectivity. Large vacant parcels within the Midtown Project Site and along Warner Avenue remain undeveloped, limiting opportunities for much-needed workforce housing.
- ☑ **High Crime Rates:** The Midtown LINC area represents just 1.7% of Santa Fe's total land area, yet between January and May 2022, it accounted for 7.4% of the city's total reported crimes. Crime incidents include property crime, vandalism, and safety concerns, which further discourage investment and walkability in the corridor.

FIGURE 7. Zoning

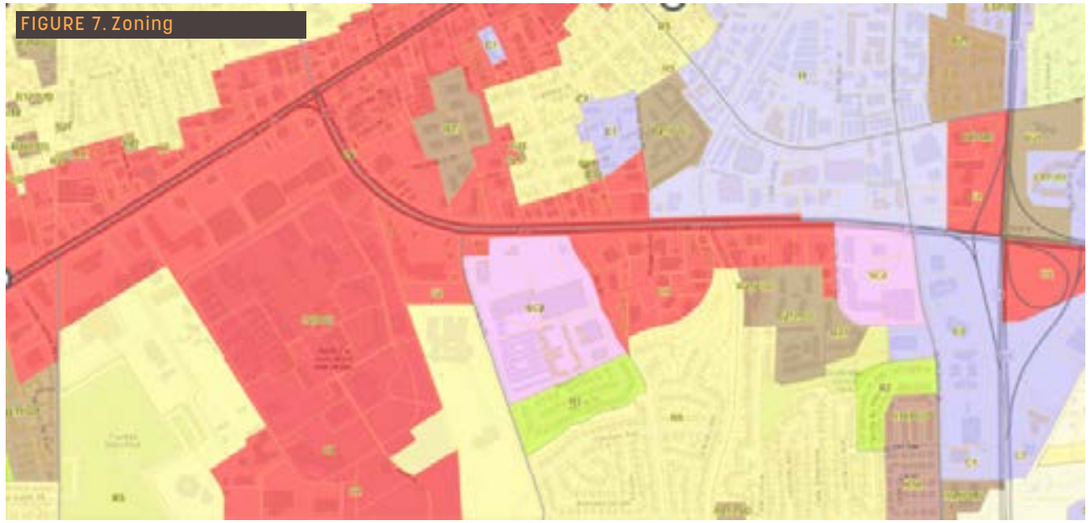


FIGURE 8. South-Central Highway Corridor Protection + LINC Overlay District

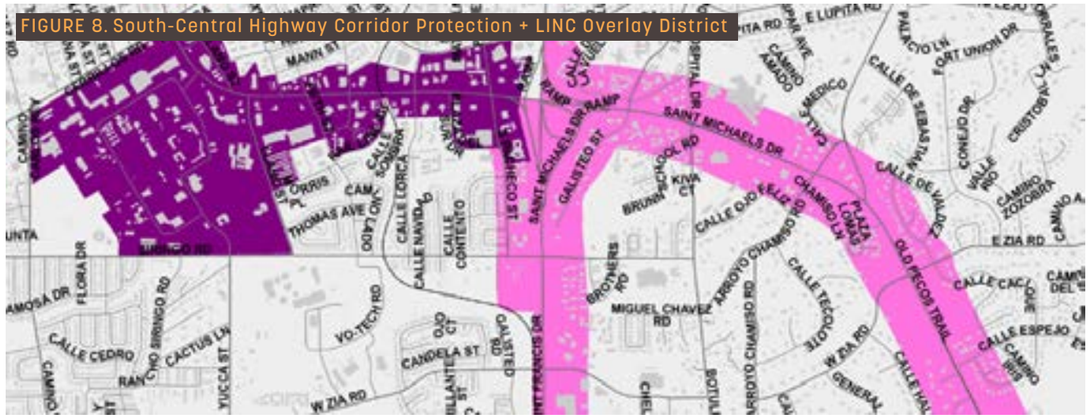
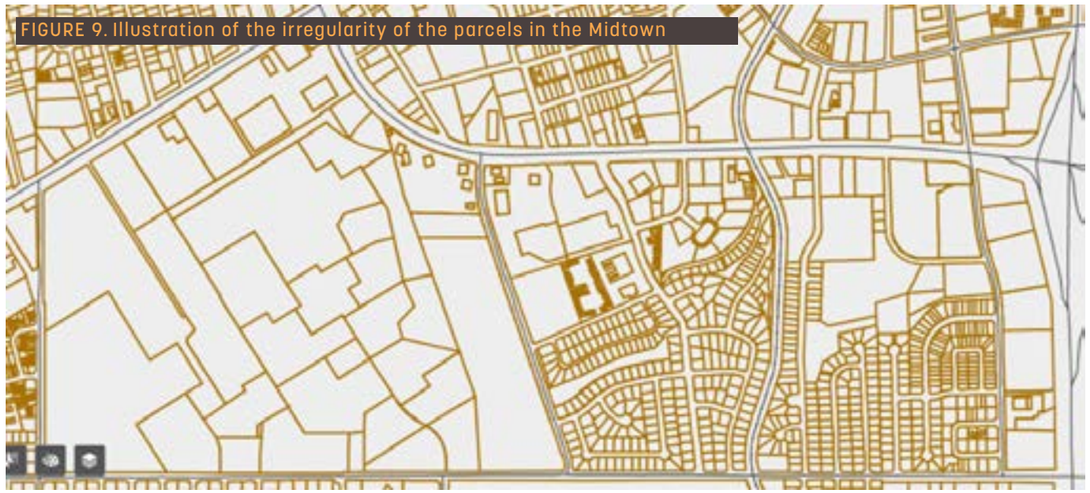


FIGURE 9. Illustration of the irregularity of the parcels in the Midtown



Vacant buildings and weeds (Midtown site)

Vacant land (Midtown site)

Street missing sidewalks

Bus stop without amenities

CERILLOS DRIVE

ST MICHAELS DRIVE

SIRINGO DRIVE

Vacant land and weeds (Midtown site)

Vacant land, weeds and litter

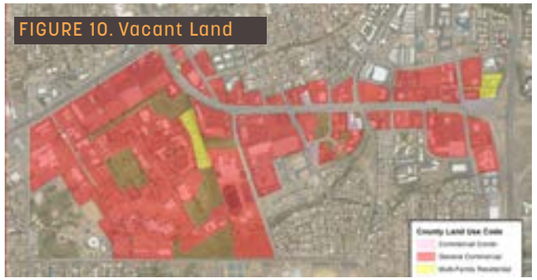
Underutilized land

Vacant land

Underutilized and unsightly storefront

Vacant land, weeds and litter

FIGURE 10. Vacant Land



County Land Use Map: Brown parcels are vacant

FIGURE 11. Building Footprints

Building Footprints within MRA Study Area Boundary

FIGURE 12. Vacant SIte

Vacant site on Llano St.

FIGURE 13. Parking Lots

Surface parking lots in the MRA area

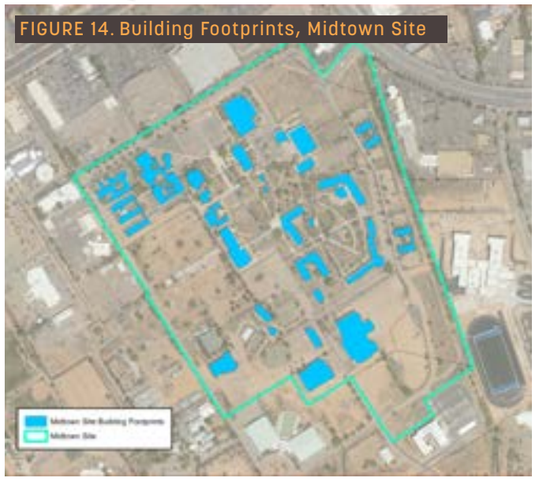
MIDTOWN SITE: THE KEY TO THE OVERALL ECONOMIC SUCCESS, RESILIENCY, AND SUSTAINABILITY OF THE MIDTOWN DISTRICT

The Midtown Santa Fe Site was originally developed as a sprawling educational campus, with large, irregular parcels that do not easily accommodate new development or redevelopment under modern mixed-use planning principles. The Midtown Master Plan, Community Development Plan, and Land Development Plan collectively identify multiple structural, infrastructure, and land use deficiencies, aligning with the Metropolitan Redevelopment Area (MRA) designation criteria under the New Mexico Metropolitan Redevelopment Code.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** The 2022 facility assessment by Wilson & Company found that many buildings on the Midtown site are structurally deficient, outdated, or in disrepair due to age, disuse, and obsolete building systems. Asbestos remediation is needed across multiple structures, adding to redevelopment costs. Of the 38 existing buildings, 10 are slated for demolition, 13 for short-term reuse before demolition, and 15 for rehabilitation. The former dormitories are not viable for conversion to modern residential use due to narrow hallways, shared bathrooms, and outdated building standards.
- ☑ **Faulty Lot Layout and Inefficient Land Use:** The site's original subdivision layout, designed for an educational campus, does not align with mixed-use redevelopment needs. Some parcels are so large and irregular that they hinder infill development. One 22+ acre parcel contains at least 17 buildings and spans the entire site. Currently, only 7.74% of the land is built upon, with 20 acres of completely vacant parcels. Until 2022, the site lacked master planning and remained zoned R-5 Residential, which was unsuitable for redevelopment. The recent Planned Unit Development (PUD) zoning and master planning efforts are expected to improve development feasibility.
- ☑ **Defective and Inadequate Street Layout:** The Midtown Site is isolated from surrounding areas, with only two access points—one at St. Michael's Drive and one at Siringo Road. The St. Michael's Drive entrance lacks a traffic signal, making left turns difficult and unsafe during peak hours. While the Siringo Road entrance is signalized, overall connectivity to the surrounding street network is inadequate. The Midtown Master Plan proposes a new internal street network, but implementation will require significant investment and collaboration with adjacent property owners to create pedestrian, bike, and road connections.
- ☑ **Deterioration of Public Spaces and Environmental Hazards:** The remains of the former barracks on Tract O—burned down in a 2017 fire—were razed, covered with topsoil, and fenced off, but the site still contains asbestos-based materials and underground cementitious pipes. A basic 12-inch surface remediation alone is expected to cost at least $2.3 million.
- ☑ **Lack of Adequate Housing Facilities:** As a former college campus, the only housing that ever existed on the site was dormitory housing, which is unsuitable for modern residential use due to outdated building codes and lack of essential amenities like kitchens. However, with the adoption of the Midtown Master Plan in 2022-2023, the site is now planned for at least 1,100 new housing units, with a minimum of 30% designated as affordable housing for households earning 80% or less of the Area Median Income (AMI).

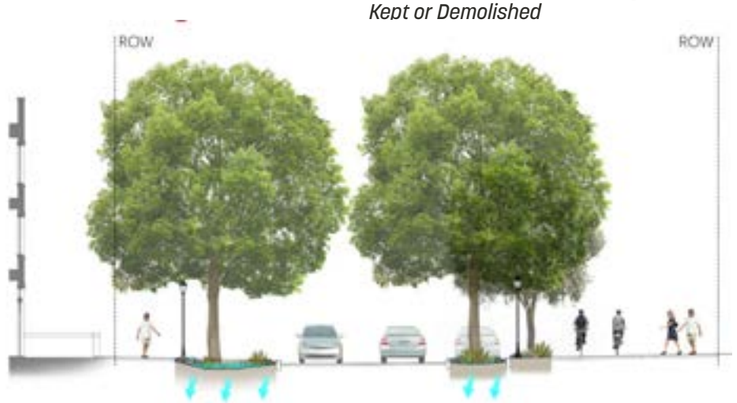
FIGURE 14. Building Footprints, Midtown Site



Building Footprints within Midtown Site

FIGURE 15. Midtown: Building Preservation Plan

Midtown Buildings: Color Designates Which Building Will be Kept or Demolished



Complete Street Example - Midtown Master Plan (2022)

E. ECONOMIC CONDITIONS

RETAIL AND COMMERCIAL MARKET TRENDS

The Midtown Redevelopment Area has historically experienced higher vacancy rates, fluctuating rents, and lower occupancy compared to Santa Fe's overall office and retail markets. However, recent trends indicate a stabilization in demand, with significant improvements in occupancy rates and reductions in vacancies. While the broader Santa Fe market has demonstrated steady growth, the MRA area remains a more volatile submarket, characterized by lower rental rates and a price-sensitive tenant base. This section examines key trends in office and retail markets within the MRA area in comparison to Santa Fe's overall market performance.

OFFICE MARKET COMPARISON: MRA AREA VS. SANTA FE (2017-2024)

Vacancy Rate Trends: The MRA area saw extreme volatility in office vacancies, peaking at 20% in 2014, compared to 8.2% in the City. By 2024, the MRA's vacancy rate dropped to 0%, indicating a strong recovery.

Occupancy Rate Trends: The MRA's occupancy rate was as low as 80% in 2014-2015, lagging behind the overall market, which consistently remained above 95%. However, the MRA rebounded to 100% occupancy in 2024, suggesting stabilization.

Net Absorption Trends: The MRA had major negative absorption (-52,257 SF in 2018) but recovered with positive absorption in 2019 and 2024. Santa Fe's overall market also experienced fluctuations, notably -81,826 SF in 2020, during the economic downturn.

Office Rent Trends: The overall market saw steady rent growth, reaching $23.68/SF in 2024 from $17.07/SF in 2016. The MRA's office rents have been highly inconsistent, with rates ranging from $24.07/SF in 2022 to as low as $7.13/SF in 2024, suggesting weaker demand and a less stable office environment.

RETAIL MARKET COMPARISON: MRA AREA VS. SANTA FE (2017-2024)

Vacancy Rate Trends: Santa Fe's retail vacancy rate declined steadily from 6.3% in 2013 to 2.3% in 2024, reflecting strong demand. The MRA area had a much higher peak vacancy of 14.8% in 2013 but has since fallen to 1.6% in 2024.

Occupancy Rates: Both markets maintain high occupancy, with Santa Fe at 97.7% and the MRA slightly higher at 98.4% in 2024.

Net Absorption Trends: Santa Fe saw significant fluctuations, particularly in 2024 (-129,935 SF). The MRA also experienced volatility, with negative absorption in 2023 (-13,551 SF) but a rebound in 2024 (+4,266 SF).

Retail Rent Trends: Santa Fe's retail rents have increased to $19.15/SF in 2024, while the MRA area has struggled with lower, more volatile rents, ranging from $13.09/SF in 2013 to $8.23/SF in 2020, before rising to $15.90/SF in 2024.

KEY TAKEAWAYS

- ☑ Office rents in the MRA remain far below Santa Fe's overall market, suggesting weaker demand and less desirable space.
- ☑ Retail rents in the MRA are similarly lower than Santa Fe's average, despite increasing occupancy, indicating potential economic challenges or slower retail growth.
- ☑ The MRA area has been more volatile, with significant swings in vacancy, absorption, and rents, compared to Santa Fe's overall steady market trends.
- ☑ Despite lower rents, vacancy rates in the MRA are now at historic lows, meaning spaces are being utilized, even if at lower price points.
- ☑ While the MRA has shown recent stabilization, it remains a transitioning area, requiring further investment and strategic initiatives to ensure long-term stability and competitiveness.
- ☑ The data suggests that while demand for office and retail space in the MRA area is improving, continued investment, economic incentives, and tenant attraction strategies will be crucial for ensuring the district's long-term success.
- ☑ The MRA area has historically had higher vacancy rates and lower occupancy than the overall market but has made significant improvements in recent years.

CONCLUSION

The Midtown Metropolitan Redevelopment Area (MRA) in Santa Fe has been designated to address a range of challenges that have hindered its economic growth, livability, and development potential. The findings in the MRA Designation Report highlight several conditions that meet the criteria for an MRA designation under the New Mexico Metropolitan Redevelopment Code. By implementing a comprehensive revitalization strategy, the City of Santa Fe aims to transform Midtown into a dynamic, mixed-use district that fosters economic development, enhances mobility, and supports diverse housing opportunities.

RESPONDING TO THE MRA CRITERIA

A substantial number of deteriorated or deteriorating structures negatively impact the area's livability and economic potential.

- ☑ *Many structures in the Midtown area are underutilized, outdated, or deteriorating, making them unattractive for reinvestment.*
- ☑ *Large commercial properties, particularly along St. Michael's Drive, feature extensive parking lots and aging buildings that lack pedestrian connectivity and modern amenities.*

A defective or inadequate street layout that limits accessibility, walkability, and connectivity.

- ☑ *The Midtown area, particularly St. Michael's Drive, was originally designed for high-speed vehicular traffic rather than for pedestrians, cyclists, or transit users.*
- ☑ *The wide road, large setbacks, and disconnected parcels create barriers to walkability and safe transportation alternatives.*

Faulty lot layout that reduces the usefulness, accessibility, or redevelopment potential of properties.

- ☑ *The corridor is dominated by suburban-style strip malls and big-box retail centers with excessive surface parking, resulting in underutilized land that does not support a vibrant, mixed-use environment*
- ☑ *The lack of a cohesive development pattern has limited opportunities for housing and commercial revitalization.*

Deterioration of sites or other improvements, making the area less viable for new development.

- ☑ *Public spaces in the Midtown area are outdated and underutilized, failing to provide inviting, functional spaces for community engagement.*
- ☑ *Green infrastructure, parks, and pedestrian-friendly streetscapes are lacking, contributing to an unwelcoming environment.*

A lack of adequate housing facilities or conditions that prevent the provision of needed housing accommodations.

- ☑ *Despite its central location, the Midtown district lacks diverse and affordable housing options.*
- ☑ *The demand for mixed-income housing remains unmet, pushing workers and lower-income residents to live farther from their jobs and increasing commuting burdens.*

Obsolete or impractical planning and platting, leading to underutilized land and inefficient land use.

A significant number of vacant buildings, reducing economic activity and job opportunities.

- ☑ *The Midtown property specfically has suffered from high vacancy rates, with redevelopment struggling to remain viable due to outdated infrastructure, low foot traffic, and limited accessibility.*
- ☑ *Economic stagnation and disinvestment have further contributed to job losses and underutilization of properties.*

Low levels of commercial or industrial activity, contributing to economic stagnation and disinvestment.

- ☑ *The Midtown area has seen declining levels of investment over the past decade, limiting economic opportunities for local businesses and workers.*
- ☑ *The lack of incentives and infrastructure improvements has made it difficult to attract new businesses and industries.*

Through the MRA designation the City of Santa Fe can unlock key funding sources, attract private investment, and improve public infrastructure—creating new jobs, enhancing walkability, and expanding housing options.

This MRA designation aligns with the Midtown Master Plan and community input to ensure thoughtful, sustainable redevelopment. With strategic public-private partnerships and financial tools like tax incentives and infrastructure investments, the MRA will move Midtown into motion, fostering an inclusive, thriving district for all Santa Fe residents.

BENEFITS OF AN MRA DESIGNATION AND MRA PLAN

The MRA Designation allows for the contribution of Public Resources to Private Redevelopment projects, thereby helping catalyze reinvestment in the area.

The MRA Plan will outline specific redevelopment projects and activities and focus on unlocking critical opportunities, such as:

INCENTIVES FOR PROPERTY OWNERS - MRAs allow municipalities to offer incentives to property owners to encourage private investment. These incentives can include direct contributions of public funds, infrastructure improvements, below-market leases, land swaps, zoning changes, and favorable development bonds.

PUBLIC-PRIVATE PARTNERSHIP OPPORTUNITIES - MRAs allow property owners to engage with local governments in projects that involve the contribution of public funds to the redevelopment of private property. This also includes entering into development agreements to redevelop underutilized public properties.

DISTRICT-WIDE PUBLIC IMPROVEMENTS - MRAs allow for the effective planning and construction of public infrastructure and right-of-way improvements including streetscaping, transit-oriented development, stormwater management, and utility upgrades. It allows the municipality to contribute public resources to infrastructure upgrades that benefit private landowners, including waiving fees.

INCREASED COMMERCIAL ACTIVITY AND JOB GROWTH - Through the designation and planning for MRAs, many communities attract and grow commercial activity in an area, leading to long-term redevelopment and a stronger local business market.

TAX INCENTIVES & FINANCING TOOLS - A municipality may offer tax abatements and/or establish a Tax Increment Financing District (TIF) or Tax Increment Development District (TIDD). The municipality may also issue MRA Bonds for private projects. These tools do not change or increase taxes. Other available financing tools include:

- *Property Tax deferrals or credits*
- *Issuance of Revenue Bonds*
- *State/Federal Brownfield funding opportunities*

- *NMMFA Low-Income Housing Tax Credits bonus points*
- *CDBG Funding eligibility (without meeting LMI criteria).*

FACILITATE PUBLIC PRIVATE PARTNERSHIPS - MRAs are exempt from the Anti-Donation Clause because the activities authorized by the Metropolitan Redevelopment Code are considered to be in the public interest. MRAs allow local governments to sell public assets, enter into public-private partnerships, and issue bonds, loans, and grants. Other perks include:

- *Allows the sale of public property at "fair value" (below appraisal) when there are tangible public benefits through Development Agreements*
- *No prohibition on "Retail Uses" as exists in LEDA (>10,000 pop)*
- *"3-60A-48. Liberal Interpretation: The Metropolitan Redevelopment Code shall be liberally construed to carry out its purposes." Gives municipality discretion on how to best leverage MRA district opportunities.*

NEXT STEPS

After the MRA site is designated, a MRA plan will be created. Following the MRA Designation Report, an MRA Plan will be created, which will identify specific redevelopment projects that, when implemented, will eliminate the blighted conditions and stimulate economic activity. These projects can include land/building acquisition, multi-modal transportation infrastructure, stormwater management infrastructure, community facilities, housing, and public places.

The MRA planning effort will include a market and economic analysis to understand the opportunities associated with funding mechanisms and programs, such as tax increment financing, and link the MRA Plan's goals and strategies to those opportunities.

The governing municipality, in this case, the City of Santa Fe, has full discretion on which of these incentives the City uses and prioritizes to implement the MRA Plan. These decisions will be made during the planning process with public engagement and in collaboration with City departments and elected officials.

A

Attachment B

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FIR No. 10662.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Midtown Metropolitan Redevelopment Area Designation

Sponsor(s): Mayor Alan Webber and Councilor Jamie Cassutt

Reviewing Department(s): Community Development Department **(**Midtown Development Agency Office of Economic Development), City Attorney's Office

Staff Completing FIR: Daniel Hernandez, Director of Midtown Development Agency; Carly Vendetti, Asset Development Manager, Midtown Development Agency **Date:** 3/3/2025

Phone: (505) 795-0675; (505) 531-7296

Reviewed by City Attorney: [signature] **Date:** Mar 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 21, 2025

Summary:
The proposed resolution makes a finding of necessity and designates the Midtown Local Innovation Corridor Overlay District (the Midtown "LINC"), other than a small residential area, as a Metropolitan Redevelopment Area, as consistent with SFCC 1987, Section 7-2.8 and NMSA 1978, Section 3-60A-8. The boundaries of this overlay district are described in SFCC 1987, Section 14-5.5(5)(D)(2), "Midtown Local Innovation Corridor (Midtown LINC) Overlay District", as modified in Attachment B.

Departments Affected:
Community Development (Office of Economic Development and Metropolitan Redevelopment Agency)

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the specified area in the Midtown LINC, will not be declared a metropolitan redevelopment area.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2016-39 created a new subsection of Chapter 14, the "Midtown Local Innovation Corridor Overlay District" (14-5.5(D)), which established permitted uses, definitions, standards and incentives for qualifying projects within the relevant district. This ordinance also defined the boundaries of the Midtown LINC.

Performance and Administrative Implications:
If the proposed resolution is adopted, then the Metropolitan Redevelopment Commission could exercise its powers and duties established in SFCC 1987, Section 7-2.6.

Fiscal Implications:
None at this time. While designating a metropolitan redevelopment area is a step towards being able to exercise certain redevelopment financial tools, future steps are required to implement the tools. Future required steps include the Governing Body's adoption of a metropolitan redevelopment plan, before a fiscal impact is possible.

Fiscal Impact

_____x_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: mscott@santafenm.gov

Signature:

Email: dahernandez@santafenm.gov

Signature:

Email: jcnelson@santafenm.gov

Signature:

Email: cavenditti@santafenm.gov

JAMES P. SULLIVAN

[redacted] Santa Fe, New Mexico 87501 [redacted]

PERSONAL INFORMATION

Born December 20, 1952, San Francisco, CA

EDUCATION

UNIVERSITY OF CALIFORNIA, BERKELEY
Bachelor of Arts Degree, 1975, awarded with honors and distinction

SOUTHWESTERN UNIVERSITY
Juris Doctorate Degree, 1982

PROFESSIONAL EXPERIENCE

LEGAL AID NEW MEXICO
Staff Attorney
1984 through 1985

FELKER LAW FIRM, SANTA FE, NEW MEXICO
Attorney, Partner
1985 through 1996

BRENNAN & SULLIVAN, P.A.
Attorney, Partner
1996 through 2023

PROFESSIONAL LICENSES AND RATINGS

Admitted to the United States Supreme Court, January, 2020
Admitted to the New Mexico State Bar, April 1984
Admitted to the United States District Court, District of New Mexico, 1984
Admitted to the 10th Circuit Court, 1984
AV Rated Attorney, Martindale-Hubbell

PROFESSIONAL SUMMARY

For over 30 years, over 90% of my practice has been litigation with the large majority of that involving the defense of governmental entities in the areas of civil rights, law enforcement, employment law, and general tort liability. Through a contract with the State Risk Management Division for the State of New Mexico, I have defended numerous state agencies and their employees, including the New Mexico State Police, the University of New Mexico, New Mexico Department of Transportation, New Public Regulatory Commission, to name a few. Through the New Mexico Municipal League and the Association of Counties, I have also defended cities and counties throughout the entire State of New Mexico in matters involving civil rights, law enforcement, and general tort liability. In addition, I have been retained by Scottsdale Insurance Company, Travelers/St. Paul Insurance, Nationwide Insurance, and Allied Insurance.