

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0641**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 31, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and **YEAROUT ENERGY SERVICES COMPANY, 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 perform an Investment-Grade Energy Audit (IGA) of various City facilities as listed in Exhibit "B".

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **SCOPE OF SERVICES**

Article 1 of the Agreement is amended to add deliverables related to Solar Interconnection, Land Acquisition and FAA Coordination, so that Article 1 reads as follows, and as described in Exhibit "C":

VI. To mitigate risk for all stakeholders and streamline project implementation when the Contractor and City enter into the Guaranteed Utility Savings Contract, the Contractor will commence the following tasks:

<u>Deliverable item:</u>	<u>Price</u>
Item 1: Solar Engineering, Design and Interconnection	\$83,099.31
Item 2: Land Acquisition and FAA Coordination	\$76,567.00
Item 3: Allowance for PNM Supplemental Review (if required)	\$10,000.00
Total amount	\$169,666.31+NMGR

2. COMPENSATION.

Article 2, paragraphs A and B of the Agreement are amended to increase the amount of compensation by a total of **\$183,981.91 including NMGR**T so that Article 2, paragraphs A and B read in its entirety as follows:

A. Except as provided for in subparagraphs 2D and 2E below, the City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of 274,316.31. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$23,145.44 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 \$297,461.75.**

B. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **two-hundred ninety-seven thousand four hundred sixty-one dollars and seventy-five cents (\$297,461.75)**. This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Agreement to be performed shall equal the amount stated herein. This amount is based on a maximum of 598,000 gross square feet at seventeen-and-one-half-cents US dollars (\$0.175) per square foot of audited facility floor area, as per Exhibit B, Cost and Pricing. City shall only pay for facility floor area actually audited. Areas not audited Contractor will not be charged to City.

Article 2, paragraphs D and E of the Agreement are amended to read in its entirety as follows:

D. The City shall have no payment obligations except those identified by Change Order 1 provided that Contractor and City execute a Guaranteed Utility Savings Contract within 120 days [allows sufficient time for contract negotiation, attorney review, and City processing days], after issuance of the Notice of Acceptance (Exhibit A) of the final Investment-Grade Energy Audit and Project Proposal, and the original fee of \$113,480 (\$104,650.00 plus NMGR T \$8,830.00) shall be incorporated into Contractor's project costs in the Guaranteed Utility Savings Contract and paid through the Guaranteed Utility Savings Contract funding mechanisms.

E. City's payment obligations under this contract are limited to the items in Change Order 1 in the event that Contractor's final Investment-Grade Energy Audit and Project Proposal does not contain a package of energy and water conservation measures which, if implemented and as meeting terms of Scope of Work, will provide the City with utility

cost savings sufficient to fund City's payments of all costs and fees associated with the Guaranteed Utility Savings Contract, including: 1) the fee associated with the Investment-Grade Energy Audit; 2) all monthly payments on a lease purchase agreement to finance the measures; and 3) any annual fees for monitoring and maintenance incurred by the Contractor. Should the Contractor determine at any time during the Investment-Grade Energy Audit that savings cannot be attained to meet these terms, the Investment-Grade Energy Audit will be terminated by written notice by Contractor to City. In this event, this Agreement shall be terminated and City shall have no obligation to pay the original fee of \$113,480 (\$104,650.00 plus NMGR \$8,830.00).

3. TERM:

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

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2020**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. 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

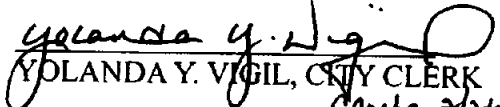
DATE: 3/26/20

CONTRACTOR:


COLBY GEER, PRESIDENT
Yearout Energy Services Company, LLC

DATE: 1/30/2020
CRS# 03260362-00-2
Registration # 19.00158314

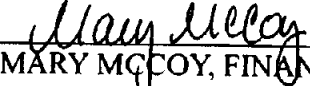
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
Contg 2/24/20

CITY ATTORNEY'S OFFICE:

 1/30/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

 3/2/20
MARY MCCOY, FINANCE DIRECTOR *MM*

Munis Contract: 3200884, Project Code: FA183200S, Org: 3209980, Object: ⁵⁷²⁹⁶⁰~~572960~~ ~~428240~~

Exhibit B
Cost and Pricing

Facility	Street Address	City	State	Zip	Gross Area (ft ²)
Public Library - Southside	6599 Jaguar Dr	Santa Fe	NM	87507	26,000
Santa Fe Regional Airport	3003 Aviation Dr	Santa Fe	NM	87507	14,000
Municipal Recreation Complex	205 Caja Del Rio	Santa Fe	NM	87507	12,000
Fire Station #8	6796 Jaguar Dr	Santa Fe	NM	87507	10,000
La Familia Medical Center	1035 Alto St	Santa Fe	NM	87501	25,000
Siringo Complex (Police Records, IT, Facilities)	2651 Siringo Rd	Santa Fe	NM	87505	34,000
Police Dept - Admin	2515 Camino Entrada	Santa Fe	NM	87507	26,000
Public Library - Main	145 Washington Ave	Santa Fe	NM	87501	40,000
Public Library - LaFarge	1730 Llano St	Santa Fe	NM	87505	23,000
Siler Complex (Parks & Rec, Environmental Services, Fleet Maintenance)	1142 Siler Rd	Santa Fe	NM	87507	40,000
Santa Fe Convention Center	201 W Marcy St	Santa Fe	NM	87501	72,000
Genoveva Chavez Community Center	3221 Rodeo Rd	Santa Fe	NM	87507	138,000
Kitchen Angels	1222 Siler Rd #A	Santa Fe	NM	87507	15,000
Sandoval Parking Garage Lot B	200 Sandoval	Santa Fe	NM	87501	-----
Fort Marcy Recreation Complex	490 Bishops Lodge Rd	Santa Fe	NM	87501	26,000
Salvador Perez Swimming Pool	601 Alta Vista St	Santa Fe	NM	87505	18,000
Canyon Road Water Treatment Plant	1780 Upper Canyon Rd	Santa Fe	NM	87505	11,000
Santa Fe Water Dept Office	801 W San Mateo Rd	Santa Fe	NM	87505	23,000
Transit Administration	2931 Rufina St	Santa Fe	NM	87507	26,000
Bicentennial / Alto Park Complex (Sr Center, Pool, Head Start, Park)	1121 Alto St	Santa Fe	NM	87501	19,000
Southside Transit Center (Remodel, Solar Only)	TBD	Santa Fe	NM	TBD	-----
Fire Station #2 (New Facility, Solar Only)	TBD	Santa Fe	NM	TBD	-----

Totals					
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Yearout Energy shall include the following pump locations as part of the IGA at no additional cost.

Pump Description	Street Address	City	State
52300 Wtr 10MG 1048 Las Montoyas	0 Ten Million Gallon Tank	Santa Fe	NM
52300 Wtr Agua Fria Well La Canada	1819 Camino La Canada	Santa Fe	NM
52300 Wtr Cristo Rey Church	1209 UpperCanyon Rd	Santa Fe	NM
52300 Wtr Dempsey Booster Station	0 Cerro Gordo Rd	Santa Fe	NM
52300 Wtr NW QDRT Booster 1 10MGal	1048 Camino de los Montoyas	Santa Fe	NM
52300 Wtr NW Well Los Montoyas	0 PL TR042 B28 A03 NE Well	Santa Fe	NM
52300 Wtr St Michaels & Railroad	0 St Michaels & SF Railroad	Santa Fe	NM
52300 Wtr Summit Booster 1212	1212 Calle De Agua Tank	Santa Fe	NM
BDD/Water Division	02 Booster Station 2A Rd	Santa Fe	NM
BDD/Water Division	0 Buckman Rd (Lift Station)	Santa Fe	NM
BDD/Water Division	01 Booster Station 1A	Santa Fe	NM
BDD/Water Division	341 Caja Del Rio (Treatment Plant) #a	Santa Fe	NM
52300 STR Cukmn Bster D & Well 10	0 Buckman Well #10	Santa Fe	NM
52300 Wtr Buckman Booster Sta 1	Booster #1	Santa Fe	NM
52300 Wtr Buckman Booster Sta 4	Buckman Booster #4	Santa Fe	NM
52300 Wtr Buckman Well 1	0 Buckman	Santa Fe	NM
52300 Wtr Bukmn Bster 3 & Well 13	0 Buckman Well 13	Santa Fe	NM

EXHIBIT C

CHANGE ORDER TO IGA CONTRACT

Project: City of Santa Fe, NM
 Contract Number: 19-0641
 Change Order Number: 1
 Date: 01/27/2020
 Description: Solar Interconnection, Land Acquisition and FAA Coordination

Original Investment Grade Audit (IGA) Contract Amount	\$113,480.00
Change Order Scope Items	
Change Order Item 1: Solar Engineering, Design and Interconnection	\$83,099.31
Change Order Item 2: Land Acquisition and FAA Coordination	\$76,567.00
Change Order Item 3: Allowance for PNM Supplemental Review (if Required)	\$10,000.00
Change Order Total Amount	\$169,666.31 + NMGR
Adjusted IGA Contract Amount	\$283,146.31 + NMGR

In an effort to mitigate risk for all project stakeholders and streamline project implementation, it is proposed that the City of Santa Fe initiate the Change Order Scope Items noted above prior to fully executing the Guaranteed Utility Savings Contract (GUSC). By executing this change order, the City of Santa Fe authorizes Yearout Energy to commence with the noted change order scope items above and invoice for this change order totaling \$169,666.31 + NMGR as the work is performed. Yearout Energy shall not invoice for the original IGA Contract Amount of \$113,480 as the cost for this service will be included in the turn-key project amount as stated in the original IGA Contract.

Yearout Energy will not invoice for the allowance scope item unless PNM requires supplemental review on any proposed solar PV systems. Yearout Energy currently anticipates (2) proposed systems are expected to need this requirement, and therefore proposes an allowance of \$5,000 per system (\$10,000 Total) based on recent project experience.

Approved By: _____

Date: _____

This Change Order is valid for 60 Days