

**CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374; #21-0127; #21-0323, #21-0547, #22-0361**

AMENDMENT No. 6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

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

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "D" Titled - Headworks and Primary Treatment Improvements attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of four hundred and forty thousand two hundred and sixty dollars (\$440,260) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed two million three hundred and twenty-five thousand two hundred and sixty dollars (\$2,325,260), plus gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling two hundred and twenty-four thousand five hundred and twenty-five dollars and seventy-two cents (\$224,525.72) 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 two million five hundred and forty-nine thousand seven hundred and eighty-five dollars and seventy-two cents. (\$2,549,785.72). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.


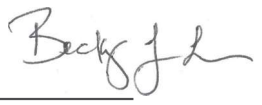
CITY OF SANTA FE:

By: 

ALAN WEBBER, MAYOR

Date: Jan 15, 2023

CONTRACTOR:

Contractor

Date: 11/18/2022

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

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK 
GB MTG 01/11/2023

APPROVED AS TO FORM:



Marcos Martinez (Nov 16, 2022 13:34 MST)


SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Jan 15, 2023 09:42 MST)

EMILY OSTER, FINANCE DIRECTOR

5000363.510320, 5050395.572960 
Business Unit/Line Item

Santa Fe, New Mexico Paseo Real Water Reclamation Facility
 TO20 - Headworks and Primary Treatment Improvements
 Preliminary Design Phase - Fee Estimate

Task	Team Member	Senior Specialist	Senior Professional	Project Professional	Asst. Professional	Lead Project Prof / Sr. Discipline Engineers	Asst Prof/ Discipline Engineers	Sr. Technical	Technical	Clerical	Carollo Hours	Carollo Labor Cost	Sub Consultants	Carollo ODCs	Total Engineering Cost
2022 Fee Schedule (on call rate schedule)		\$ 253	\$ 232	\$ 187	\$ 148	\$ 206	\$ 148	\$ 174	\$ 140	\$ 101					
Description		\$ 253	\$ 232	\$ 187	\$ 148	\$ 206	\$ 148	\$ 174	\$ 140	\$ 101					
0	Project Management & Administration														
0.1	Preparation of Project Management Plan	0	4	6	16	0	0	0	0	2	28	\$ 4,620	-	\$ 200	\$ 4,820
0.2	Project Management, Invoicing, Monthly Progress Reports (5 mos)	0	20	0	0	0	0	0	0	0	20	\$ 4,640	-	\$ 1,200	\$ 5,840
0.3	Kick-off Meeting (1 tech prep, meeting, and minutes)	0	12	16	20	16	16	0	0	0	80	\$ 14,400	-	\$ 4,500	\$ 18,900
	Subtotal Task 0 Hours	0	36	22	36	16	16	0	0	2	128				
	Subtotal Task 0 Costs	\$ -	\$ 8,352	\$ 4,114	\$ 5,328	\$ 3,296	\$ 2,368	\$ -	\$ -	\$ 202				\$ 5,900	\$ 29,860
1.0	Phase 1 - Equipment Procurement Support														
1.1	Equipment Replacement Specification Development	0	8	24	12	20	12	0	0	6	82	\$ 14,622	-	\$ 200	\$ 14,822
1.2	Equipment Replacement Drawing Development	0	15	30	45	30	30	16	100	0	266	\$ 43,164	-	\$ 200	\$ 43,364
1.3	Quality Management	15	0	0	0	0	0	0	0	0	15	\$ 3,795	-	\$ -	\$ 3,795
1.4	Construction Assistance Allowance														
1.4.1	Submitted Review (up to 20 submittals and 10 resubmittals)	10	10	57	38	38	38	0	0	0	190	\$ 34,343	-	\$ 250	\$ 34,593
1.4.2	Construction Coordination (up to 50 hours)	2	8	20	0	10	10	0	0	0	50	\$ 9,642	-	\$ 500	\$ 10,142
	Subtotal Task 1 Hours	27	44	131	95	98	90	16	100	6	693			\$ 1,550	\$ 107,106
	Subtotal Task 1 Costs	\$ 6,705	\$ 9,396	\$ 24,497	\$ 14,060	\$ 20,188	\$ 13,320	\$ 2,784	\$ 14,000	\$ 606				\$ 1,550	\$ 107,106
2.0	Preliminary Design														
2.1.1	CAMP® Workshop (Preparation)	4	12	12	20	16	24	16	40	6	150	\$ 24,838	-	\$ 4,500	\$ 29,338
2.1	CAMP® Workshop (Facilitate)	12	12	16	12	36	0	16	0	0	104	\$ 20,788	-	\$ 4,500	\$ 25,288
2.2	Preliminary Design Analyses														
2.2.1	TM No. 1 - Preliminary Treatment Improvements	6	16	32	50	32	50	0	0	8	196	\$ 33,920	-	\$ 200	\$ 34,120
2.2.2	TM No. 2 - Primary Treatment Improvements	4	12	16	20	16	24	0	0	8	104	\$ 18,190	-	\$ 200	\$ 18,390
2.2.3	TM No. 3 - Preliminary Sequencing Plan	2	12	16	0	4	4	0	0	8	46	\$ 8,506	-	\$ 200	\$ 8,706
2.2.4	TM No. 4 - Preliminary Cost Estimate	0	88	0	0	0	0	0	0	0	96	\$ 21,224	-	\$ 200	\$ 21,424
2.3	Site Survey	0	2	4	0	0	0	0	0	0	6	\$ 1,212	-	\$ 4,000	\$ 5,212
2.4	Technical Workshop Nos. 1 and 2	10	16	20	6	12	0	0	0	0	54	\$ 10,812	-	\$ 3,600	\$ 14,412
2.5	Peer Review	10	4	4	4	4	0	0	0	0	22	\$ 4,798	-	\$ 200	\$ 4,998
2.5.1	Preliminary Design Report	0	20	38	52	38	52	127	127	4	300	\$ 4,862	-	\$ 400	\$ 5,262
2.5.2	30% Drawings	36	186	152	168	160	162	159	167	48	1267	\$ 75,423	-	\$ 600	\$ 76,023
	Subtotal Task 2 Hours	63	263	305	299	274	268	175	267	56	1,998			\$ 14,600	\$ 243,993
	Subtotal Task 2 Costs	\$ 9,108	\$ 43,175	\$ 28,460	\$ 24,902	\$ 32,999	\$ 24,014	\$ 27,666	\$ 23,380	\$ 4,848				\$ 14,600	\$ 243,993
	Total Project Hours	63	263	305	299	274	268	175	267	56	1,998			\$ 14,600	\$ 243,993
	Total Labor Dollars Exclusive of NMGRIT	\$ 15,813	\$ 60,923	\$ 57,071	\$ 44,290	\$ 56,483	\$ 39,702	\$ 30,450	\$ 37,380	\$ 5,656			\$ 4,000	\$ 22,050	\$ 380,560
	Total Labor Dollars Including NMGRIT														\$ 412,344



Carollo Engineers, Inc.
On Call Engineering Services for the
Water System Capital Improvements Program

SCOPE OF WORK
TASK ORDER 20
Preliminary Design of Paseo Real Water Reclamation Facility
Headworks and Primary Treatment Improvements
November 10, 2022

The City of Santa Fe (City) operates the Paseo Real Water Reclamation Facility (PRWRF) to treat wastewater generated in its service area to standards suitable for surface water discharge and nonpotable reuse. A Condition Assessment of the PRWRF identified equipment replacement as the top priority for addressing aging equipment and operational challenges at the PRWRF. Carollo will complete the tasks outlined in the table below and further described on the following pages to establish the basis of design and make decisions on which final design documents will be based. It is anticipated that final design activities will be conducted under a subsequent Task Order that reflects the findings of the current work.

Task	Title
20.0	Project Management
20.1	Phase 1 – Equipment Procurement Support
20.2	Phase 2 – Preliminary Design

Task 20.0 – Project Management

0.1 Project Management Plan

Prepare the Project Management Plan (PMP) Manual including the following information: Scope of Work, Schedule, Project Team and Contact List, Project Work Order Numbers and Budget Allocation, Document Templates, Communication and Documentation Procedures, Quality Management Plan, Draft Drawing and Specification Lists, and Decision Log.

Setup, maintain, and use a SharePoint site for coordination and communication.

Deliverables: Project Management Plan (electronic).

0.2 Project Management, Invoicing, Monthly Progress Reports

Prepare and submit a monthly progress report to the City's Project Manager including percentage of work completed and the percentage of contract billed, summary of work completed during the month, the work to be completed during the following month, and updated

decision log. Schedule or budget challenges will be discussed if necessary and corrective actions identified.

Maintain a decision log throughout the project to record the decisions made by the project team during site visits, workshops, and project meetings, as well as during telephone conversations or by email.

Assumptions:

- Project duration: 5 months.

Deliverables: Monthly Progress Reports (electronic).

0.3 Kick-off Meeting

Conduct a Project Kick-off Meeting with City staff in Santa Fe to review the scope of work, schedule and roles and responsibilities of all participating stakeholders. Additionally, review initial concepts and receive Owner's input on applicability, appropriateness, and preferences related to the improvements of the Headworks and Primary Clarifiers. Contractor will have in attendance the Project Manager, Project Engineer, and Discipline Leads. A draft electronic copy of the PMP will be submitted to the City's Project Manager in advance of the meeting.

Deliverables: Meeting minutes (electronic)

Task 20.1 – Phase 1 – Equipment Procurement Support

1.1 Equipment Replacement Specification Development

Work with equipment manufacturers, construction contractor, and City to develop draft and final equipment specifications for in-kind replacement of select equipment for immediate procurement. The following pieces of equipment for early procurement include: bar screen, screening compactor, bar screen channel gates, influent structure gates (if supported by bypass plan), grit pump, grit washer/classifier, primary clarifier splitter box gates, and primary sludge grinder and pump. Assumes development of up to 20 specifications (process equipment, supplement mechanical, electrical, and I&C specifications). Develop draft shut down and bypass plans to support installation of equipment.

Assumptions:

- Bar screen and compactor will be replaced in kind.
- Grit washer/classifier will be replaced in kind.
- Grit pump will be replaced in kind.
- Development of preliminary pump hydraulics for primary sludge pumps will be developed to assist with specification development.

Deliverables: Up to 20 Specifications (electronic)

1.2 Equipment Replacement Drawing Development

Develop draft and final demolition, structural, mechanical, and EI&C drawings with input from the City and construction contractor, to support the immediate, in-kind replacement of one bar screen and screening compactor, bar screen channel gates, (influent structure gates if sequencing bypass operations support replacement as an immediate improvement), primary clarifier splitter box gates, and primary sludge grinder and pump.

Assumptions:

- Development of up to 15 drawings (demolition, mechanical, electrical, and I&C) with basic engineering direction for in-kind replacement of equipment.
- Drawing development will be produced combination of Bluebeam and 2D CAD.

Deliverables: Drawings (electronic)

1.3 Quality Management

Conduct an internal Quality Control review of the drawings and specifications for the equipment replacement deliverable. This review will occur concurrently with the deliverable review by the City. The in-house quality check of the drawings and specifications will be conducted using an independent, multidisciplinary team. Appropriate check comments will be incorporated into the final equipment replacement deliverable.

1.4 Construction Assistance Allowance

Review equipment and material submittals (up to 30) and resubmittals (up to 10) and coordinate with contractor during installation of purchased equipment (up to 50 hours). One in-person field visit is included.

Assumptions:

- 30 submittals. Ten of these submittals are assumed will be resubmittals. Average of eight hours on primary submittal and average of three hours on resubmittals. Submittal review for equipment procured without a specification will be reviewed for fatal flaws. Comments on submittals that may result in a price increase or delivery delay will be discussed with the City prior to finalizing submittal response.
 - Requests for Information (contractor coordination): 15 RFIs at average of three hours per RFI.
- *Deliverables:* Written submittal response forms (electronic). RFI response forms and field report (electronic).

Task 20.2 – Phase 2 – Preliminary Design

Task 2.1 Project Concentrated Accelerated Motivated Problem Solving (CAMP®) Workshop

A CAMP® workshop will be held to establish equipment and layout preferences and provide the foundation for completing the preliminary design. In preparation of the six-hour workshop, Carollo will prepare a preliminary hydraulic model, preliminary equipment summary and sizing, a CAD 3D model of the facility, and background information necessary to facilitate the workshop. The Contractor's Project Manager, Project Engineer, Discipline Leads, and CAD technician will be in attendance.

Task 2.2 Preliminary Design Analyses

Evaluate the engineering aspects of the Headworks and Primary Treatment Improvements project and present findings in a series of Project Technical Memorandums (TMs). The TMs will evaluate improvements to the Headworks and Primary Clarifiers in consideration of the near-

term, emergency improvements. Evaluation of equipment replacement in this design phase may consider replacement of equipment installed as part of the emergency, in-kind equipment replacement effort. Final determination of the scope of equipment replacement will be decided by City staff based on the information presented in preliminary design.

The following TMs will be prepared:

TM 1 – Preliminary Treatment Improvements. Identify replacement upgrades for the following equipment: gates, bar screens, screenings washer/compactors, screenings load out facility, grit pump, grit washer/classifiers, grit handling facility, influent pump VFDs, influent sampling, wet well grease issue, influent flow meter, and all ancillary process mechanical improvements required to support major process replacement. Provide a preliminary layout of new equipment and configurations.

Develop a hydraulic model through the primary clarifiers to evaluate hydraulic capacity and bottlenecks and to assist with equipment selection.

Analyze overall facility improvements required to support the long-term improvement of the facility and summarize findings and recommendations in the TM. Facility evaluation will include: concrete repair, overall building superstructure repair, civil piping and utilities upgrade, new HVAC makeup air unit, exhaust fans, and air cooling units required for improved, code compliant ventilation and cooling and overall indoor environment, and electrical and instrumentation and control (EI&C) system upgrades necessary to support process improvements and meet code. It is assumed all improvements will be contained within the existing Headworks building and no expansion of the existing facility is required.

TM 2 – Primary Treatment Improvements. Identify replacement upgrades for the following equipment: Primary clarifier mechanisms, primary sludge pumps, primary sludge grinders, primary scum pumping and ancillary process mechanical improvements required to support the major process replacement.

Analyze overall facility improvements required to support the long-term improvement of the facility and summarize findings and recommendations in the TM. Facility evaluation will include: concrete repair, civil piping and utilities upgrade, and code-compliant EI&C system upgrades necessary to support process improvements. It is assumed all improvements will be contained within the existing facility and no expansion of the existing facility is required. Provide a preliminary layout of new equipment and configurations.

TM 3 – Preliminary Construction Sequencing Plan. Perform preliminary construction sequencing assessment to establish basic elements of construction and identify special design requirements or temporary systems to support anticipated sequence of construction of Headworks and primary treatment system upgrades. Develop draft preliminary construction sequencing plan to maintain plant operations during Headworks and primary clarifier improvements, based on City input.

TM 4 – Preliminary Cost Estimate. Based on the findings and recommendations of the previous TMs, develop a Class 3 preliminary basis of cost for the project. Apply contingencies, escalation, and multipliers per City's guidelines.

Deliverables: Draft TM Nos. 1 through 4 (electronic).

Task 2.3 Site Survey

Engage a registered land surveyor to perform required site survey of the project area. The site survey will confirm critical facility structures and elevations required for facility improvements

that will be used in design of improvements. Surveyor will perform a review of existing survey information and perform site survey which may include spot elevations of key hydraulic control elevations, ground contours, and establishment of ground control as necessary.

Deliverables: Site survey of project area.

Task 2.4 Technical Workshops

Prepare for and facilitate technical workshops to review preliminary design information, address City comments on TMs, and review preliminary drawings.

Provide materials for each workshop no less than one week before each workshop to City participants. Discuss agenda and informational highlights with the City project manager in advance.

Feedback and review comments provided by the City will be incorporated into the Preliminary Design Report and drawing sets within three weeks following the workshops.

Project manager and project engineer will attend both workshops in-person. Discipline engineers will attend both workshops remotely.

2.4.1 Workshop 1 - TM No. 1

Workshop 1 will review City comments on draft TM No. 1 and associated preliminary design drawings.

Deliverables: Meeting minutes, decision log.

2.4.2 Workshop 2 - TM No. 2 and TM No. 3

Workshop 2 will review City comments on draft TM No. 2, TM No. 3, and associated preliminary design drawings.

Deliverables: Meeting minutes, decision log.

2.5 Peer Review

Conduct Peer Review Workshop on the Preliminary Design. Contractor will include project manager, discipline leads and up to two independent peer reviewers. Intent of the Peer Review Workshop is to present the preliminary design and receive independent assessment and input from the Peer Review Team in order to identify potential adjustments to the preliminary design during the final design phase. Notes from the workshop including action items will be provided.

Deliverables: Pre-meeting review materials, meeting minutes.

Task 2.6 Preliminary Design Report and 30% Design Drawings

Comments on the draft TMs and drawings will be incorporated into a preliminary design report (PDR) and final, preliminary design drawings, respectively. Selected layouts, design criteria, and preliminary control philosophies will be summarized and included in the PDR. Additional engineering evaluations will be conducted as required based on City input provided in the technical workshops. The information presented at the workshops and the workshop meeting notes will be combined into one PDR containing information and recommendations that will serve as the basis for final design.

The PDR will consist of an executive summary and a collection of TMs as described above. A draft and final draft PDR will be provided to the City for review. Comments on the draft report will be incorporated into the final PDR.

Preliminary Design Drawings. Prepare preliminary design drawings based on the TMs to adequately describe proposed improvements per the anticipated preliminary drawing list. The preliminary drawings will depict project layout, location and size of the new and/or rehabilitated unit processes for City's review and comment. General, mechanical and I&C drawings will show basic plan, elevations, and section views for the improvements. The total number of drawings for preliminary design is estimated at 29 sheets per the anticipated preliminary drawing list. Plans will be prepared using the City's standards and title block. All drawings will be prepared using AutoCAD or MicroStation.

The PDR will include 30 percent drawings (see anticipated preliminary design drawing list) and specifications Table of Contents (TOC).

Assumptions:

- PDR submittal to the State of New Mexico is not required.

Deliverables: Preliminary Design Report (draft and final), Preliminary 30% Drawings, Specifications TOC (PDR and drawings provided in electronic, pdf file format. CAD model provided as 3D pdf and in native CAD format)

Project Schedule

The project is anticipated to be completed over a 5-month timeframe, starting from formal notice to proceed. See attached for draft Schedule assuming an executed Task Order by November 7, 2022.

Project Budget

The project will be completed for a not-to-exceed budget of \$380,260 (exclusive of NMGRT) and \$412, 344 (including NMGRT). The project will be invoiced monthly based on percent complete of the scope of work.

Approved:

Shannon Jones
Director, Utilities Department
City of Santa Fe



John Rehring
Vice President
Carollo Engineers, Inc.



Becky Luna
Senior Vice President
Carollo Engineers, Inc.

11/18/2022

Date

Date






THE CITY OF
SANTA FE

MEMORANDUM

DATE: November 9, 2022

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

VIA: SHANNON JONES, PUBLIC UTILITIES DEPARTMENT DIRECTOR 
MIKE DOZIER, WWM DIVISION DIRECTOR 
MD

FROM: P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD 
FH

ITEM AND ISSUE

Request for approval a contract amendment #6 to the On-Call contract with Carollo Engineers for an increase of \$440,260 plus New Mexico Gross Receipts Tax; Approval of a BAR/Increase from the WWMD Cash Balance in the amount of \$505,738.84

BACKGROUND & SUMMARY

Carollo has two new task Orders that would fall under the On-Call contract, including preliminary engineering design services for initial equipment replacement within the Headworks building, in the amount of \$380,260. There are also outstanding invoices and reimbursement of Water line Item funding in the Amount of \$60,000, for a total of \$440,260 plus nmgrt.

PROCUREMENT METHOD:

Invitation to Bid, On-Call Services Bid: Bid number 19/16/B

FUNDING SOURCE:

PL# WWM2050001
Munis Fund / WWMD Enterprise Fund / #500
Munis Org / WWMD Engineering/ #5000363
Munis Obj / Engineering Services 510320

RECOMMENDED ACTION

PUD, WWM, PRWRF respectfully requests approval of a contract amendment #6 and BAR for a total amount of \$505,738.84 from WWMD Enterprise Fund cash balance.

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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Water/CIP	DATE 11/21/2022
---	--------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
Water CIP WIP Design On Call Engineering	5000363	510320	WWM2050001	505739	
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>

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

\$ 505,738.84	\$ -
---------------	------

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment with #6 FY 23 to the On call Engineering Contract with Carollo Engineering

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
500	(505,739)
TOTAL:	(505,739)

Maya Martinez <small>Prepared By {print name}</small>  <small>Michael Dozier (Nov 21, 2022 10:13 MST)</small>	11/21/2022 <small>Date</small>	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Andy Hopkins <small>Budget Officer</small>	11/21/22 <small>Date</small>
Division Director Signature {optional}  <small>Shannon Jones (Nov 21, 2022 10:23 MST)</small>		CITY COUNCIL APPROVAL City Council Approval Date: <input type="text"/> Agenda Item #: <input type="text"/>		Finance Director {≤ \$5,000} <small>Date</small>
Department Director Signature <small>Date</small>		City Manager {≤ \$60,000} <small>Date</small>		



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200505

Contractor: Carollo Engineering

Description: On Call Contract

Contract Agreement Lease / Rent Amendment

Term Start Date: 3/27/19 Term End Date: 06/30/22

Approved by Council Date: 3/27/19

Contract / Lease: Increase in Comp

Amendment # 6 to the Original Contract / Lease # 190234

Increase/(Decrease) Amount \$ \$440,260 plus grt

Extend Termination Date to: _____

Approved by Council Date: pending

Amendment is for: Increase in Comp

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

Original Contract # 19-0234 \$325,000plus nmgrt 3/27/19

Amendment #1 #20-0374 \$250,000 plus nmgrt 7/2920

Amendment #2 21-0127 \$250,000 plus nmgrt 3/31/21

Amendment #3 21-0323 term only 7/12/21

Amendment #4 21-0547 Term and comp

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Nov 22, 2022 09:48 MST)

Nov 22, 2022

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Procured via ITB

4. **Funding Source:** Water Enterprise Fund CIP **Org / Object:** 500363.510320;

Andy Hopkins
Andy Hopkins (Nov 21, 2022 15:22 MST)

Nov 21, 2022 5050395.572960

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

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

Owner: CAROLLO ENGINEERS, INC.

License Number: 117760

Issued Date: January 12, 2022

Expiration Date: January 12, 2023

CRS Number: 03-162628-00-9

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$10.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

**CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374; #21-0124; #21-0323, #21-0547**

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

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

1. COMPENSATION.

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

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed one million eight hundred and eighty five thousand dollars (\$1,885,000), plus gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred fifty nine thousand forty six dollars and eighty eight cents (\$159,046.88) 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 two million forty four thousand forty six dollars and eighty eight cents (\$2,044,046.88). 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. TERM.

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

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2023, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

By: 
ALAN WEBBER, MAYOR

Date: Jul 28, 2022

CONTRACTOR:
Carollo Engineers, Inc.


NAME & TITLE
JOHN REHRING, VICE PRESIDENT

Date: 5/20/22

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

ATTEST:


KRISTINE BUSTOS MIHELICIC, CITY CLERK 
GB MTG 07/27/2022

CITY ATTORNEY'S OFFICE:


Marcos Martinez (May 20, 2022 10:53 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


Alexis Lotero (Jul 28, 2022 13:42 MDT)
ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

5050395.572960 
Business Unit/Line Item AH

**CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374; #21-0124; #21-0323**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

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

1. COMPENSATION.

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

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed one million three hundred and eighty five thousand dollars (\$1,385,000), plus gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred and sixteen thousand eight hundred fifty-nine dollars and thirty-eight cents (\$116,859.38) 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 five hundred one thousand eight hundred fifty-nine dollars and thirty-eight cents (\$1,501,859.38). 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. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: Oct 14, 2021

CONTRACTOR:

Carollo Engineers, Inc.



NAME

Vice President Senior Vice President

TITLE

Date: 9/2/2021

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

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK 
GB MTG 10/13/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 1, 2021 14:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

AJH

AJH

EXHIBIT A
CAROLLO ENGINEERS, INC.
SPECIAL FEE SCHEDULE
CITY OF SANTA FE – ON CALL ENGINEERING SERVICES
FOR SERVICES PROVIDED JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

Engineers/Scientists

Assistant Professional I	\$135.00
Assistant Professional II	144.00
Professional	166.00
Project Professional	182.00
Lead Project Professional	200.00
Senior Professional	225.00
Senior Specialist	246.00

Technicians

Technicians	136.00
Senior Technicians	169.00
Senior Designer	205.00

Support Staff

Document Processing / Clerical	98.00
--------------------------------	-------

Other Direct Expenses

Mileage	IRS Rate at time of services
Project Equipment and Communication Expense	\$13.00 per direct labor hour
Travel Related Items	At cost
Subconsultants	Cost + 10%
Office Related Consumable Supplies	At cost
Project Related Printing and Reproduction Services	At cost
Expert Witness	2.0 x Standard Hourly Rates

This fee schedule is subject to annual revisions.

EXHIBIT A
CAROLLO ENGINEERS, INC.
SPECIAL FEE SCHEDULE
CITY OF SANTA FE – ON CALL ENGINEERING SERVICES
FOR SERVICES PROVIDED JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

Engineers/Scientists

Assistant Professional I	\$139.00
Assistant Professional II	148.00
Professional	171.00
Project Professional	187.00
Lead Project Professional	206.00
Senior Professional	232.00
Senior Specialist	253.00

Technicians

Technicians	140.00
Senior Technicians	174.00
Senior Designer	211.00

Support Staff

Document Processing / Clerical	101.00
--------------------------------	--------

Other Direct Expenses

Mileage	IRS Rate at time of services
Project Equipment and Communication Expense	\$13.00 per direct labor hour
Travel Related Items	At cost
Subconsultants	Cost + 10%
Office Related Consumable Supplies	At cost
Project Related Printing and Reproduction Services	At cost
Expert Witness	2.0 x Standard Hourly Rates

This fee schedule is subject to annual revisions.

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform On-Call Engineering Services for the City as follows and:

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

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars (\$385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents (\$32,484.38) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents (\$417,484.38). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event**

will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the

following insurance coverage(s), naming the City as additional insured, except Workers Compensation.

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, to the extent 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. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

26. 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.

27. Standard of Care.

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

28. City-Provided Information and Services.

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

29. Third Parties.

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

30. Document Use and Reuse.

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. Access.

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.


32. Estimates and Projections.

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

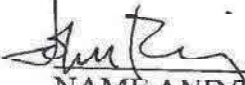

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

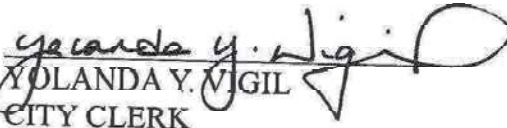
CONTRACTOR:
Carollo Engineers


ALAN WEBBER, MAYOR

DATE: 4/1/19

 
NAME AND TITLE
JOHN BEHRING VICE PRESIDENT Becky Lina Vice President
DATE: 4.9.19 4-9-19
CRS# 03-162628-00-9
Registration # 19-00117760

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

 
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374; 21-0127**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

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

1. TERM.

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

This Agreement shall terminate on June 30, 2022, unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: Jul 12, 2021

CONTRACTOR:
Carollo Engineers, Inc.


NAME John Rehring

TITLE Vice President

Date: 5/27/21

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

ATTEST:


Kristine Mihelcic (Jul 13, 2021 14:39 MDT)
KRISTINE BUSTOS MIHELICIC, CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:


Marcos Martinez (May 26, 2021 15:40 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


Alexis Lotero, Assistant Finance Director (Jul 12, 2021 12:04 MDT)
MARY MCCOY, FINANCE DIRECTOR

5050395.572960 
Business Unit/Line Item AJH

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374**

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

RECITALS

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

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

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "C Titled Task Order 14 attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars (\$250,000) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed eight hundred eighty five thousand dollars (\$885,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seventy four thousand six hundred seventy one dollars and eighty eight cents (\$74,671.88) 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 nine hundred fifty nine thousand six hundred seventy one dollars and eighty eight cents (\$959,671.88).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

By  _____
ALAN WEBBER, MAYOR

Date: Apr 7, 2021

CONTRACTOR:
Carollo Engineers, Inc.

 _____
NAME John Rehring

TITLE
Vice President

Date: _____

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

ATTEST:

Kristine Mihelcic


GC

KRISTINE BUSTOS MIHELICIC, CITY CLERK

GB MTG 03/31/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez


Marcos Martinez (Feb 17, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572960

Business Unit/Line Item 



**Carollo Engineers, Inc.
On Call Engineering Services for the
Water System Capital Improvements Program**

**SCOPE OF WORK
TASK ORDER 14
Environmental Services Phase 2 for the San Juan Chama Return Flow
Pipeline Project
February 17, 2021**

The City of Santa Fe (City) has been working on pre-NEPA investigations since July 2020, and is ready to initiate the formal Environmental Assessment process for the San Juan Chama Return Flow Pipeline Project that consists of:

- A new 15 mgd reclaimed water pump station at the Paseo Real Reclamation Facility (PRWRF).
- A new pipeline (approximately 17.6 miles, 24-inch diameter) to convey San Juan Chama (SJC) water back to the Rio Grande for return flow credits.
- A new pressure to gravity transition structure.
- A new discharge structure immediately downstream of the Buckman Direct Diversion (BDD) intake structure.

The new system will allow the City to meet future water supply needs due to increases in service area demand and climate change conditions by taking full advantage of SJC water in an exchange that would allow the City to divert additional water via the BDD. Availability of reclaimed water will vary seasonally, and the highest rates will be during the fall, winter, and spring when existing irrigation demands are lowest.

The lead agency for the EA will be the United States Bureau of Reclamation (Reclamation), in coordination with the Bureau of Land Management (BLM) and US Forest Service (USFS). EMPSi will function as a consultant to Reclamation and will work on the NEPA process exclusively at Reclamation's direction. All communication between Reclamation and EMPSi concerning the NEPA process will be confidential unless otherwise identified by Reclamation. All material created or produced by EMPSi related to the NEPA process will belong to Reclamation.

The purpose of this Task Order is to:

- Provide environmental services for Phase II of the NEPA process using personnel with interdisciplinary areas of expertise as applicable to gather, assess, and provide documentation of analyses in a manner that is legally defensible.

- Provide environmental documents required for the City's separate use in permit applications and right-of-way acquisition.
- Provide public outreach and attend meetings associated with the NEPA process.
- Provide technical support regarding proposed facilities as required for the NEPA process.

Carollo Engineers will be supported by subconsultants EMPSi and John Shomaker and Associates (JSAI) in the execution of the work.

Task	Title
14.1	Project Coordination
14.2	Scoping
14.3	Draft EA
14.4	Final EA/FONSI
14.5	Technical Support

Task 14.1 – Project Coordination

14.1.1 Project management and administration including task order staffing, contract compliance, action item list, and budget management.

14.1.2 Subconsultant management and subcontract administration.

14.1.3 NEPA Management, Kickoff Meeting and Decision File.

- Includes up to 6 management calls with Reclamation
- Up to four 2-hour meetings with permitting agencies. Provide meeting minutes documenting concerns, mitigation requirements, permitting requirements, etc.
- Develop and maintain a project schedule.
- Develop and maintain an electronic project decision file that meets Reclamation and Department of Interior standards. Organize and index all relevant project records (including all NEPA supporting documents, studies, data, reference maps, correspondence, models, etc). Record will not include draft documents.

Assumptions:

- Task Order will be conducted for 8 months (May 2021 to December 2021)
- Invoices and progress reporting will be combined with other active on-call task orders in a single monthly submittal.

Deliverables:

- Invoices and progress reporting (one per month, delivered electronically).
- Meeting agendas and notes
- Project schedule

- Electronic Decision File of the EA process

Task 14.2 – Scoping Meetings and Report

- 14.2.1 Plan and host one public scoping meeting, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSP shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards.
- 14.2.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.
- 14.2.3 Work with Reclamation and the City to prepare and distribute public notices for the public scoping meeting.
- 14.2.4 Public a notice in the Santa Fe New Mexican advertising the scoping meeting.
- 14.2.5 Participate in a pre-scoping call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.
- 14.2.6 Providing scoping materials to Reclamation to be published on the Reclamation website.
- 14.2.7 Prepare scoping report per industry standards; a draft report should be provided to Reclamation 15 days after the scoping meeting for review prior to further distribution. Attend one conference call to discuss report. Incorporate comments from Reclamation into final report.
- 14.2.8 Written public comments will be encouraged; any verbal input received during the scoping meetings will be captured through meeting notes.

Assumptions:

- Distribution of public notices will be electronic so no postage is required.
- Reclamation will host the project website.
- No court reporter or verbatim transcript will be provided.

Deliverables:

- Draft and Final scoping materials, including maps.
- Scoping materials to be posted on the Reclamation project website.
- Draft and final scoping reports

Task 14.3 – Draft EA

- 14.3.1 Consult with regulatory agencies to develop a list of concerns that need to be addressed by the EA. Provide a list of agencies and persons consulted during the process including Federal, State, and local agencies, Tribes, and individuals.
- 14.3.2 Prepare an alternatives analysis for up to three alternatives, including the No Action alternative, that clearly documents the alternatives considered in comparative form, defining the issues and providing a clear basis for choice by decision makers and the public. The 2007 BDD EIS covered environmental effects of constructing pipelines, pump stations, and a discharge outfall to the Rio Grande. The consultant shall use the BDD EIS analyses and consultations to the extent possible for the components of the

San Juan Chama Return flow pipeline and pump station. Analyses should be issue-based. Analysis shall include as a minimum:

- a. Analysis of impact to the Camino Real Adentro Trail and other cultural resources.
- b. General overview and assessment of wetlands extent along the lower Santa Fe River
- c. Biological review will be used to determine presence of special status species and critical habitat.

Assumptions:

- Informal consultation will be required with the US Fish and Wildlife Service in accordance with Section 7 of the Endangered Species Act and that a formal Biological Assessment will not be required.
- Wetland delineation will not be required.

Deliverables:

- Meeting agendas and meeting notes.
- Draft and Final EA

Task 14.4 – Final EA/FONSI

14.4.1 Plan and host one public meeting on the Draft EA, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards

14.4.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.4.3 Work with Reclamation and the City to prepare and distribute public notices for the public meeting.

14.4.4 Publish a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.4.5 Participate in a pre-meeting call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.4.6 Compile and code all public and agency comments and prepare a response to comments memo for the project record.

14.4.7 Develop any mitigation and monitoring measures that should be incorporated into the design and construction specific to the project.

14.4.8 Prepare an electronic copy of the draft Final EA for review by Reclamation.

14.4.9 Prepare the Final EA incorporating Reclamation comments and submit an electronic copy.

14.4.10 Prepare the draft FONSI for review by Reclamation.

14.4.11 Prepare the final FONSI incorporating Reclamation's comments.

Assumptions:

- Distribution of public notices will be electronic, so no postage is required.

Deliverables:

- Public comment memo
- Draft Final EA and Final EA
- Draft and Final FONSI

Task 14.5 – Technical Support

14.5.1 Prepare technical figures, descriptions, estimates to support the NEPA effort.

14.5.2 Initiate coordination with design firm to transmit materials and debrief on assumptions made in the EA, environmental and cultural restrictions that need to be incorporated into design.

Assumptions:

- One 3-hour meeting with preliminary design team.

14.5.3 Phase 1 Additional Hydrology Support. JSAI to incorporate Reclamation and outside consultant review comments. Attend weekly hydrology meetings and Reclamation meeting.

14.5.4 New Mexico RAPID wetland assessment. EMPSi or other subconsultant (TBD) will initiate wetland assessment of the Lower Santa River wetlands based on the new assessment criteria in development by the state.

Deliverables:

- Technical figures for EA.
- Preliminary Wetland Assessment Data

Project Schedule

The project is anticipated to be completed over an 8-month timeframe from May 2021 to December 2021. The formal EA process is expected to be completed in 6 months in accordance with SO 3355, but the SF299 permit effort may extend up to 2 months beyond this window.

Project Budget

The project will be completed for a not-to-exceed budget of \$250,000.

Approved:

Jesse Roach
Water Division Director
City of Santa Fe

Date

John Rehring
Vice President
Carollo Engineers, Inc.

Date

Becky Luna
Senior Vice President
Carollo Engineers, Inc.

Date






2021 02 17 Amend 1 Carollo revised w exhibits

Final Audit Report

2021-02-17

Created:	2021-02-17
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoTIOYih2ybBctV7Z9dL78g6rd4L3cvtY

"2021 02 17 Amend 1 Carollo revised w exhibits" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-17 - 9:00:19 PM GMT- IP address: 63,232,20,2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-17 - 9:00:36 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-17 - 9:01:12 PM GMT- IP address: 174,56,49,116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-17 - 9:06:50 PM GMT - Time Source: server- IP address: 174,56,49,116
-  Agreement completed.
2021-02-17 - 9:06:50 PM GMT



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

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

Owner: CAROLLO ENGINEERS, INC.

License Number: 117760

Issued Date: February 10, 2021

Expiration Date: February 10, 2022

CRS Number: 03-162628-00-9

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$10.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform On-Call Engineering Services for the City as follows and:

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars (\$385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents (\$32,484.38) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents (\$417,484.38). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event**

will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the

following insurance coverage(s), naming the City as additional insured, except Workers Compensation.

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, to the extent 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. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

26. 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.

27. Standard of Care.

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

28. City-Provided Information and Services.

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

29. Third Parties.

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

30. Document Use and Reuse.

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. Access.

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. Estimates and Projections.

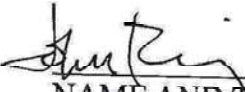

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

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

CITY OF SANTA FE:


CONTRACTOR:
Carollo Engineers


ALAN WEBBER, MAYOR

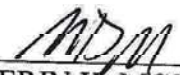
 
NAME AND TITLE
JOHN BEHRING Becky Lane
VICE PRESIDENT Vice President
DATE: 4.9.19 4-9-19
CRS# 03-162628-00-9
Registration # 19-00117760

DATE: 4/1/19

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mdg. 3/27/2019

APPROVED AS TO FORM:

 2/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234**

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

RECITALS

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

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

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars (\$250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed six hundred thirty five thousand dollars (\$635,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty three thousand five hundred seventy eight dollars and thirteen cents (\$53,578.13) 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 six hundred eighty eight thousand five hundred seventy eight dollars and thirteen cents (\$688,578.13). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that

Article 3 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to

Paragraph 4, infra.

4. AGREEMENT IN FULL FORCE.

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

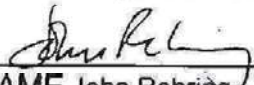
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: 
ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Carollo Engineers, Inc.


NAME John Rehring
Vice President
TITLE

Date: 8/5/2020

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

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020 GC
GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 26, 2020 11:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

- I. Technical water resources engineering and feasibility studies,
- II. Preliminary engineering services for design and construction,
- III. General engineering services for:
 - i. Capital Improvements,
 - ii. Repair and rehabilitation related assessments,
 - iii. Upgrades and improvements,
 - iv. Design support, preparation of design specifications, and procurement support for CIP
- IV. Water resources studies for:
 - i. Supply and demand management
 - ii. Well field sustainability analyses
 - iii. Water budget and geohydrologic modeling analyses
 - iv. Permitting
- V. Permit related activities, compliance and litigation support,
- VI. Water utility management support for:
 - i. Asset management
 - ii. Water loss audit
 - iii. Federal and State funding applications

➤ **Technical Water Resources Engineering and Feasibility Studies**

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

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.
- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.
- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.
- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➤ **Preliminary Engineering Services for Design and Construction**

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

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.
- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.
- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.
- Develop a design and construction schedule.

➤ **General Engineering**

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

following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.
- Address right of way and easement issues.
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.
- Updates and revisions to the water distribution and storage master plan, as-needed.
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

➤ **Water Resources Studies**

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

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.
- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.
- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of

groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.
- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➤ **Permit Related Activities, Compliance and Litigation Support**

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

- Surface and groundwater water right permitting and applications.
- Inter-state compact compliance, permitting and accounting.
- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.
- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➤ **Water Utility Management**

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

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.
- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.
- Support City pursuit of federal and state grant funding applications.
- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

City of Santa Fe, New Mexico

MEMO

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director *SJ* Munis # 3200505
Jesse Roach, Water Division Director *JR*

From: Bill Schneider, Water Resources Coordinator *WRS* *WRS*
mm

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers (Carollo) for \$250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is requesting to amend the PSA 19-0234 with Carollo to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with Carollo for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0234. The WD has utilized this contract to provide engineering and technical services to evaluate optimization of effluent reuse, permitting and implementation support for a return flow pipeline to Rio Grande, water treatment and water quality upgrade strategies at Canyon Rd and Paseo Real water treatment plants. This PSA will be utilized in FY20 21 to provide continued services on the water quality and water treatment and technical support on the return flow pipeline permitting. The next critical step for the WD is continued progress on satisfying permitting requirements as outlined in the Appendix A (Reuse Pipeline Permit Plan) of the Phase 1 Preliminary Design Evaluation (2019) that include support and concurrences from several federal, state, and local agencies. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0234 with Carollo Engineers On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of \$250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.



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

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Carollo Engineers Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$325,000.00

Termination Date: June 30, 2020

Approved by Council Date: March 27, 2019

or by City Manager Date: _____

Contract is for: Original Contract for on call engineering Water and WWMD

Amendment # 1 to the Original Contract# 19-0234

Increase/(Decrease) Amount \$ \$250,000.00

Extend Termination Date to: June 30, 2021

Approved by Council Pending

or by City Manager Date: _____

Amendment is for: Increase for FY 20/21

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

Amount \$ 385,000.00 of original Contract# pending Termination Date: 6/30/2020

Reason: Original Contract WWMD \$50,000; Water \$275,000; Water Conservation \$60,000

Amount \$ 250,000.00 amendment # 1 Termination Date: 6/30/2021

Reason: Increase comp for FY 20/21

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$635,000.00



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

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

RFP# 19/16/P Date: November 9, 2018

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

Amendment 000616220
File: 2018.11.16.2018.10.33.M01

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP and WWMD **BU/Line Item:** 5050395.572960

Alexis Lotero
File: 2018.11.16.2018.10.33.M01

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

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

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract. Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

William Schneider, Water Resources

Department Rep Printed Name and Title

wschneider
wschneider (May 26, 2020 09:48 MDT)

Department Rep Signature attesting that all information included

William Schneider
Frank Dunaway (Jan 26, 2020 13:45 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

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

*

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

AWARD*

YES N/A

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

DISCLOSURES*

YES N/A

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

CONTRACT*

YES N/A

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

MISCELLANEOUS FILE*

YES N/A

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

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

*

PROTEST (If applicable)*

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

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

- | YES | N/A | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Original proposal (s) with no redactions |

William Schneider, Water Resources

Department Rep Printed Name and Title

W. Schneider
William Schneider, DC, PR, 2020 PRCA MDT

Department Rep Signature attesting that all information included









GB PWD CAROLLO AMENDMENT 2

Final Audit Report

2021-03-02

Created:	2021-02-24
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL_GvjhE1TplvJ4sfobQkMUWFB_tMgHGa

"GB PWD CAROLLO AMENDMENT 2" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-02-24 - 11:45:24 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-24 - 11:53:26 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-02 - 1:34:32 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-02 - 1:38:24 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-02 - 1:38:30 AM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-02 - 2:10:21 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-02 - 2:14:05 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-03-02 - 2:14:05 AM GMT

Signature: 
Geraldyn Cardenas (Apr 7, 2021 09:37 MDT)

Email: gfcardenas@santafenm.gov

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234**

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

RECITALS

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

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

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars (\$250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed six hundred thirty five thousand dollars (\$635,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty three thousand five hundred seventy eight dollars and thirteen cents (\$53,578.13) 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 six hundred eighty eight thousand five hundred seventy eight dollars and thirteen cents (\$688,578.13). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that

Article 3 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to

Paragraph 4, infra.

4. AGREEMENT IN FULL FORCE.

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform On-Call Engineering Services for the City as follows and:

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars (\$385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents (\$32,484.38) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents (\$417,484.38).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event

will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B **Termination Management.** Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the

following insurance coverage(s), naming the City as additional insured, except Workers Compensation.

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, to the extent 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. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

26. 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.

27. Standard of Care.

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

28. City-Provided Information and Services.

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

29. **Third Parties.**

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

30. **Document Use and Reuse.**

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. **Access.**

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. **Estimates and Projections.**

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

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

CITY OF SANTA FE:

CONTRACTOR:
Carollo Engineers

AW
ALAN WEBBER, MAYOR

John Rehring *Betty Lane*
NAME AND TITLE Betty Lane
JOHN REHRING Vice President
VICE PRESIDENT Vice President
DATE: 4.9.19 4.9.19
CRS# 03-162628-00-9
Registration # 19-00117760

DATE: 4/1/19

ATTEST:

Yolanda Y. Migil
YOLANDA Y. MIGIL
CITY CLERK
cc mda. 3/27/2019

APPROVED AS TO FORM:

EMM 2/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineers

Procurement Title: Amendment No. 5 to Professional Services Agreement (PSA) 19-0234 with Carollo 19/16/P

Engineers Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting PUD _____ Staff Name Bill Schneider _____

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

PUD/WWMD Paul Fred Heerbrandt P. Fred Heerbrandt, P.E. Engineer Supervisor 11/21/22
P. Fred Heerbrandt, P.E. (Nov 21, 2022 10:02 MST)

Department Rep Printed Name (attesting that all information included) Title Date

JoAnn Lovato Contracts Supervisor Nov 22, 2022
JoAnn Lovato (Nov 22, 2022 09:48 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/4/2023

9/14/2022

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

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

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

COVERAGES

CERTIFICATE NUMBER: 18890718

REVISION NUMBER: XXXXXXXX

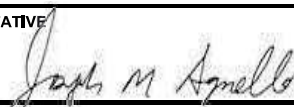
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 9730569	7/4/2022	7/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 9730571	7/4/2022	7/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-1S956429-22-NF	7/4/2022	7/4/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9730570	7/4/2022	7/4/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2022	7/4/2023	EACH CLAIM: \$1,000,000; AGGREGATE: \$1,000,000

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

Paseo Real WWRF Master Plan. City of Santa Fe their officials, officers, employees, and agents are additional insureds as respects general liability and this coverage is primary and non-contributory, as required by written contract. Waiver of subrogation applies to general liability where allowed by state law and as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

18890718 City of Santa Fe Attn: P. Fred Heerbrandt, P.E. 73 Paseo Real Santa Fe NM 87507	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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

The excess/umbrella liability is considered follow form over the general liability, auto liability and employer's liability subject to the policy terms, conditions and exclusions.

Professional Liability and Pollution Incident Liability Insurance Policy Endorsement

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

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

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

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

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

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

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

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

All other terms and conditions of the policy remain unchanged.

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

Form No: CNA83699XX (11-2015)

Policy No:
AEH288354410

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

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

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

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

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

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

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

All other terms and conditions of this policy remain unchanged.

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

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

**PART SIX
CONDITIONS**

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

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

All other terms and conditions of this policy remain unchanged.

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

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

POLICY NUMBER: GLO 9730569

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

This endorsement modifies insurance provided under the following:

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

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**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
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "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.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2022
Exp. Date of Pol. 7/4/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

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

This insurance is excess over:

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

All other terms and conditions of this policy remain unchanged.