

- o. Request for Approval of a Professional Services Contract with ITSQuest Staffing in the Amount of \$264,463.70 for Project Manager and Scheduler Services in Response to the Environmental Protection Agency and New Mexico Environment Department Requirements that the City Eliminate or Mitigate Violations Identified by the Environmental Protection Agency. (Michael Dozier, Wastewater Management Division Director; mldozier@santafenm.gov)

Committee Review:


Finance Committee: 04/08/2024

Governing Body: 04/10/2024

MEMORANDUM

DATE: *April 8, 2024*

TO: *Mayor Alan Webber and City Council
Finance Committee
Governing Body*

FROM: *John Dupuis, Public Utilities Director* 

VIA: *John Blair, City Manager
Emily Oster, Finance Director*

ITEM: Emergency Determination and Administrative Order Response

ISSUE:

Request Authorization to Complete the Paseo Real Water Reclamation Facility Administrative Order Emergency Project to ensure compliance with National Pollutant Discharge Elimination System (NPDES) and Discharge Permits and associated Contract approvals (Public Utilities Department/John Dupuis)

ISSUE:

In reference to the Paseo Real Water Reclamation Facility Administrative Order Emergency Project, the Public Utilities Department has submitted an Emergency Determination Form for emergency procurement to implement a comprehensive plan that provides interim corrective measures and for the long-term success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) necessary to ensure compliance with NPDES and Discharge Permits within the shortest possible time. The referenced Administrative Order (AO), which the City received on March 6th, 2024 from the U.S. Environmental Protection Agency (EPA) Region 6, is attached and requires within 30 days the submission of the comprehensive written plan for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

The scope of work from each vendor included with the Emergency Determination Form, and attached, is a natural progression of the extensive evaluation and improvements-initiated April 2024 and would have been implemented over a reasonable timeframe. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) are responsive to the requirement for the elimination of the violations within the shortest possible time. These actions included as part of the comprehensive plan will clearly communicate our commitment to complete this project within the shortest possible time, averts unnecessary enforcement escalation, and begins to restore the trust of the public and our regulators.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City's external communications and regularly establish weekly updates to improve communication and restore trust with Regulators.
3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.
4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.
5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.
6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.
7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.
8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.
9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container-based sand filtration equipment and related pumping capability.
10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment

Below is a list of the contractors that to date have provided a proposal/scope of work, the amount of the prospective contract, and the term of the prospective contract that, once authorized, will be negotiated, and executed as quickly as possible.

A. Name of Contractor: AquaSight
Amount of prospective contract: \$350,000.00
Term of prospective contract: Three years

B. Name of Contractor: Great Western Electrical
Amount of prospective contract: \$155,690.08
Term of prospective contract: One year

C. Name of Contractor: Carollo Engineers, Inc.
Amount of prospective contract: \$60,000.00
Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing
Amount of prospective contract: \$264,463.70
Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer
Amount of prospective contract: \$2,718,000.00
Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC
Amount of prospective contract: \$2,465,837.04
Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin
Amount of prospective contract: \$180,000.00
Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)
Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007
Amount of prospective contract: \$1,032,505.46
Term of prospective contract: Three Years

The current total prospective contract amount is \$7,226,496.28. Contracts Attached for signature are E: Hazen & Sawyer, A.A.C Construction, LLC, and ITSQuest, LLC. Others will be forthcoming if contracts are required for the service requested.

The total budget amount requested is \$8,000,000. Due to the critical nature of the funding and schedule for completion of the project, once a contract is executed, the results will be reported to the Governing Body.

ACTION REQUESTED:

Request Approval of the of contracts with Hazen & Sawyer in the amount of \$2,718,000.00, with A.A.C Construction, LLC in the amount of \$2,465,837.04, and with ITSQuest, LLC in the amount of \$264,463.70

VIGIL, XAVIER I.

From: HOPKINS, ANDREW J.
Sent: Tuesday, April 16, 2024 5:15 PM
To: BONIFER, MATTHEW T.; DUPUIS, JOHN E.
Subject: RE: I am sharing 'Document' with you

Good enough for me, thanks Matt. John, please include a printout of this email with the contract and resubmit, and I'll sign. Thanks!

From: BONIFER, MATTHEW T. <mtbonifer@santafenm.gov>
Sent: Tuesday, April 16, 2024 2:50 PM
To: DUPUIS, JOHN E. <jedupuis@santafenm.gov>
Cc: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Subject: RE: I am sharing 'Document' with you

Thanks for providing John.

Adding Andy.

Andy I have gone ahead and reviewed this project after discussing it with John yesterday afternoon. I am agreeing and approving the use of the WIP account for these labor costs as they directly correlate with the effort needed to complete the project and accordingly meet the requirements for capitalization.

If anything changes or comes to light later we can always adjust during our year-end processes but I see no issue as it currently stands for this particular project for wastewater.

Happy to discuss more as needed.
Thanks!
-Matt

From: DUPUIS, JOHN E. <jedupuis@santafenm.gov>
Sent: Monday, April 15, 2024 6:36 PM
To: BONIFER, MATTHEW T. <mtbonifer@santafenm.gov>
Subject: Fwd: I am sharing 'Document' with you

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: DUPUIS, JOHN E.
Sent: Monday, April 15, 2024 4:44:43 PM
To: BONE, MATTHEW <matthew.bone@claconnect.com>
Cc: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Subject: I am sharing 'Document' with you

Matt please see attached contract included with the bar that includes the scope specific to the wastewater emergency project and the tie will be for this project alone. Please let me know if you need anymore information.

R,
John Dupuis

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204653 Procurement # (RFP/ITB# If any): _____

Contractor: ITS Quest Staffing

Procurement Method/Vehicle Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing Emergency

Description/Title: Admin Staffing

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: N/A Term End Date: 2 yrs from signature Total Contract Amount: \$ 264,463.70

Approved by Council (If over the City Manager's approval threshold, you must go through GB) N/A

Contract / Lease:

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

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

3. Procurement History: _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: MP Construction 500 Org / Object: 5000375/572970

Andy Hopkins

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Jessie Chavez Phone #: 505-819-8411

To be recorded by City Clerk: _____
Clerk # _____ Email: jhovance@santafenm.gov

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) _____ Title _____ Date _____

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: ITS Guest Staffing

Procurement/contract Title: Admin Staffing

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing

Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: Emergency determination

Requesting Department: PHD/Wastewater

Staff Name: Michael Dozier

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Written Determination (srvs)
 RFP - Confidential info to be provided to GB by CPD Buyer
 ITB (include bid tab)
 Other: _____

YES	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Quote(s) (3 Valid & Current for Over 20k)
 BAR
 FIR
 Certificate of Insurance (srvs)

Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)
 Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)
 Summary of Contract (only on contracts)
 Current Santa Fe Business Registration (or Exemption if no tax)
 Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)
 Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)
 Evaluation Committee Report (RFPs only)
 Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email
 >20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)

Michael Dozier
 Department Point of Contact

WWMD Director 4/1/24
 Title Date

[Signature]
 Department Director

 Date

 Chief Procurement Officer

 Date

 ITT Representative

 Title Date

Item #24-0298

Altus Contract #: 1764655
SWFA CoSA Coop REP 11B-1

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-127 and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall perform all the work required by this contract and any amendments thereto to build upon the improvements initiated in April 2023. The emergency procurement, this request for authorization and accompanying Budget Adjustment Request (BAR) respond to the EPA's requirement that the City eliminate or mitigate violations identified by the EPA within the shortest possible time. These actions, included as part of a comprehensive plan, will clearly demonstrate the City's commitment to complete this project within the shortest possible time in the most efficient way possible.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the PRWRI, combined with selective capital improvements to existing PRWRI facilities. This comprehensive plan can be broken down into the following ten (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City's external communications and regularly established weekly updates to improve communication with Regulators.
3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRI staff in day-to-day operations and management of the

facility.

4. Improve PRWRF laboratory practices, data management, workflow, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.
5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.
6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.
7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.
8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.
9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container based sand filtration equipment and related pumping capability.
10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment, as described in the Contract Documents.

See Exhibit A for details of the Scope of Work

2. Standard of Performance: Licenses

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

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed Two Hundred and Sixty-four thousand four hundred and sixty-three dollars and seventy cents (\$264,463.70), including gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed Two Hundred and Sixty-Four Thousand Four Hundred and Sixty-Three dollars and seventy cents (\$264,463.70). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph J, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

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

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

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **Two (2) years from date of final signature** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

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

B. Notice: City Opportunity to Cure.

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

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

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

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

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. In addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

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

15. Entire Agreement.

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

16. Merger

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

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-5-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

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

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

23. Records and Financial Audit

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

24. Indemnification

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City:
Wastewater Division
City of Santa Fe
P. Fred Heerbrandt, P.E.
505-955-4623
pfheerbrandt@santafenm.gov

To the Contractor:
Lola Priest
Employment Consultant
1012 Marquez Place, Unit 301B
Santa Fe, NM 87505

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

CONTRACTOR:


Alan Webber (Apr 17, 2024 12:07 MDT)
Alan Webber, CITY MAYOR




NAME _____
DATE: 3-29-2024

President
TITLE:

DATE: 3-29-2024
CRS#: 02-24937500-1

Registration #: _____

ATTEST:


GERALYN CARDENAS (Apr 17, 2024 12:37 MDT)
CITY CLERK XIV

GB MTG 04/10/2024

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 17, 2024 12:37 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

ITSOURCE
STAFFING

This proposal provides an offer to provide staffing services. ITSOURCE Inc. offers a variety of employment and human resource services. A rate quote for additional services will be provided upon request.

Offer to: **John Dupuis**
City of Santa Fe Public Utilities Department
 1142 Sher Road
 Santa Fe, NM 87507
 Phone: 505-955-4209
 Email: jedupuis@santrafnm.gov

Position Title	Location	Dates of Service		Hourly Rate	Weeks	Weekly Units	Unit totals	Rate		Subtotals	GRT rate	GRT	Total Budget
		FY2024						**	**				
Project Manager	SF	4/1/2024 - 6/30/2024		\$63.10	13	40	520	\$94.02	\$94.02	\$48,889.88	4.1875%	5,400.86	\$52,892.74
TOTAL PO AMOUNT												\$52,892.74	

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.
 ** To avoid overtime reimbursements, temporary employees may not work over 40 hours per week.

Price Agreement Number: 40-00000-23-00027
 Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)
 Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

John Dupuis
 Signature

This offer is open for a period of thirty days. Acceptance by the offeror must be by issuing a purchase order.



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

BUSINESS REGISTRATION

Business Name: ITSQUEST INC
DBA: ITSQUEST INC

Business Location: 1012 MARQUEZ PL 301
SANTA FE, NM 87505

Owner: JEFF REAGAN

License Number: 222297

Issued Date: April 04, 2024

Expiration Date: April 04, 2025

CRS Number: 02249375001

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

ITSQUEST INC
4505 82nd ST STE. 3
LUBBOX, TX 79424

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






24-0298 ITSQuest Staffing

Final Audit Report

2024-04-12

Created:	2024-04-11
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAKmog9Qi7lwwereI4BXJDgrACfqferaQG

"24-0298 ITSQuest Staffing" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2024-04-11 - 9:28:25 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-04-11 - 9:30:29 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-04-11 - 10:14:12 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-04-11 - 11:22:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-04-11 - 11:22:10 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-04-12 - 11:34:12 PM GMT- IP address: 104.47.65.254
-  Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: I've already declined this once. Staff/temp services are not eligible capital expenses, and thus cannot ever be charged to a CIP/WIP account (572950, 572960, 572970, etc.). The org/object needs to be changed to an operating account, most likely contracts in one of the WW operating (i.e.. non-CIP) orgs.
2024-04-12 - 11:36:25 PM GMT- IP address: 63.232.20.2