

**City of Santa Fe
Emergency Determination Form**



The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, City of Santa Fe

Department Director: John Dupuis

Department Contact: P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. A. Name of Contractor: AquaSight

Address of Contractor: 1650 W. Big Beaver Rd., Troy MI 48084

Amount of prospective contract: \$350,000.00

Term of prospective contract: Three years

B. Name of Contractor: Great Western Electrical

Address of Contractor: 3310 Girard NE, Albuquerque, nm 87107

Amount of prospective contract: \$155,690.08

Term of prospective contract: One year

C. Name of Contractor: Carollo Engineers, Inc.
Address of Contractor: P. O. Box 30835, Salt Lake City, UT 84130-0835
Amount of prospective contract: \$80,000.00
Term of prospective contract: One year

D. Name of Contractor: ITSQUEST Staffing
Address of Contractor: 1012 Marquez Pl Ste 301B, Santa Fe, NM 87505
Amount of prospective contract: \$264,463.70
Term of prospective contract: One year and two months

E. Name of Contractor: Hazen and Sawyer
Address of Contractor: 100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109
Amount of prospective contract: \$2,718,000.00
Term of prospective contract: 2.5 years

F. Name of Contractor: A.A.C. Construction, LLC
Address of Contractor: 18 La Luna Rd, Santa Fe, NM 57507
Amount of prospective contract: \$2,465,837.04
Term of prospective contract: Two Years

G. Name of Contractor: Molzen Corbin
Address of Contractor: 2701 Miles Rd. SE, Albuquerque, NM 87106
Amount of prospective contract: \$180,000
Term of prospective contract: Two Years

H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)

Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007

Amount of prospective contract: \$903,214.87

Term of prospective contract: Three Years

GRAND TOTAL: \$7,117,250.69

The attached contractors and their associated scopes of work will assist City staff in bringing the wastewater reclamation facility into compliance.

Location of Services: Paseo Real Wastewater Reclamation Facility, 73 Paseo Real, Santa Fe, NM 87507

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

- 1.** Emergency funding request to remediate issues currently affecting the WWTF
 - a. Contractors: Hazen and Sawyer (\$2.7M), AAC construction (est.\$2.5M), Carollo (\$80k), Aquasight (\$350k), ITSQuest (scheduler \$264k), Great Western (\$156k), Molzen Corbin (\$180k), Rain for Rent (\$903K)
 - b. Improvements Plan
 - Quarterly Reporting disconnect
 - Weekly Meetings with NMED
 - Unit Process Operating Strategy documentation (Carollo/Hazen)
 - Instrumentation Implementation
 - Model Development/SCADA Integration
 - Sample and Reporting External Support
 - Advanced SCADA for Each Process
 - Unit Process Improvements

See attached proposals and scopes of work for details.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC) regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

EPA Region 6 Administrative Order Attached.

III. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

By immediately bringing these contractors in to perform their requested scopes of work, we can begin to bring the facility into compliance, thereby eliminating or minimizing the associated risks to public health and safety associated with the non-compliant discharge.

IV. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.

It is our goal and desire to prevent the conditions that precipitated the need for this emergency procurement by implementing the measures afforded by this emergency procurement.

Certified by:



City Chief Procurement Officer, Travis Dutton-Leyda

Apr 3, 2024

Date

City Approval by:


John Dupuis (Apr 4, 2024 10:44 MDT)

Department Director, John Dupuis

Apr 4, 2024

Date


Marcos Martinez (Apr 3, 2024 17:03 MDT)

City Attorney, Erin McSherry

Apr 3, 2024

Date

John Blair
John Blair (Apr 3, 2024 18:09 MDT)

City Manager, John Blair

Apr 3, 2024

Date

Emily K. Oster

Finance Director, Emily Oster

Apr 4, 2024

Date

Note: All emergencies must be posted to the SPD website:

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>

and the City of Santa Fe's website:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6
FINDINGS OF VIOLATION AND COMPLIANCE ORDER
Docket Number: CWA-06-2024-1745; NPDES Permit Number: NM0022292

STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.
2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.
3. At all times relevant, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which are "waters of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.
4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.
5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.
6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.
7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.
8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.
9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.
10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.
11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.
12. Administrative Order (AO) Docket Number CWA-06-2019-1773 was issued on March 29, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on May 31, 2019.
13. Administrative Order (AO) Docket Number CWA-06-2019-1818 was issued on August 26, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on October 23, 2019.
14. Administrative Order (AO) Docket Number CWA-06-2021-1725 was issued on June 1, 2021, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on June 11, 2021.

SECTION 309 (a)(3) COMPLIANCE ORDER

Ms. Mona Tates
tates.mona@epa.gov

Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

- A. Within thirty (30) days of the effective date of this Order, Respondent shall submit a list of the specific actions taken to correct the reporting and effluent violations cited in this Order.
- B. Within thirty (30) days of the effective date of this Order, Respondent shall provide written certification to EPA, Region 6 that the violations cited herein have been corrected and that the facility is in compliance with the requirements of the permit.
- C. In the event that Respondent believes complete correction of the violations cited herein is not possible within thirty (30) days of the effective date of this Order, Respondent shall, within thirty (30) days of the effective date of this Order, submit a comprehensive written plan for the elimination of the cited violations within the shortest possible time for EPA review. Such plan shall describe in detail the specific corrective actions to be taken and why such actions are sufficient to correct the violations. The plan may include interim corrective measures to address effluent limit violations as quickly as possible followed by subsequent permanent measures. The plan shall include a detailed schedule for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.
- D. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.
- E. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.
- F. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Nancy Williams
williams.nancy@epa.gov

and

GENERAL PROVISIONS

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

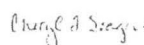
Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

March 4, 2024

Date




Digitally signed by Cheryl T.
Seager
Date: 2024.03.04 16:05:14
-06'00'


Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

MEMORANDUM

DATE: *April 4, 2024*

TO: *Mayor Alan Webber and City Council
Finance Committee
Public Works Public Utilities
Committee*

FROM: *Michael Dozier, WWMD Director* 

VIA: *John Dupuis, Public Utilities 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, Michael Dozier)

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: \$80,000.00
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 & Associates
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: \$1,000,000
Term of prospective contract: Three Years

The current total prospective contract amount is **\$7,117,205.69**. Contract attached for signature is Molzen Corbin & Associates.

The total budget amount requested is **\$8,000,000**. Due to the critical nature of the funding and schedule for completion of the project, the Public Utilities Department requests authorization to the City Manager to negotiate and execute all necessary contracts and purchase orders to expedite project initiation. Once a contract is executed, the results will be reported to the Governing Body.

ACTION REQUESTED:

Request Approval of the of contract with Molzen Corbin in the amount of \$180,000.00

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Molzen Corbin

Procurement/contract Title: Paseo Real Water Reclamation Facility

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 Procurement

Requesting Department: PUD/WWMD 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		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: Emergency: 40-M0087-23-EM074	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Michael Dozier Michael Dozier Wastewater Director 9 May 2024
Michael Dozier (May 10, 2024 08:58 MDT)
 Department Point of Contact Title Date

Michael Dozier Michael Dozier 9 May 2024
Michael Dozier (May 10, 2024 08:58 MDT)
 Department Director Date

[Signature] May 17, 2024
 Chief Procurement Officer Date

 ITT Representative Title Date



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: 3204703 Procurement # (RFP/ITB# If any):

Contractor: Molzen Curbin

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

Description/Title: Emergency Procurement Paseo Real Reclamation Facility

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: Upon Approval Term End Date: 2 Year Total Contract Amount: 180,000

Approved by Council (If over the City Manager's approval threshold, you must go through GB) 10 April 2024

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)

New Contract for a term of 1 year from date of approval to respond to the EPA's and NMED'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.

3. Procurement History:

[Signature] Purchasing Officer Review: _____ Date: May 17, 2024
Comment & Exceptions: _____

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

Andy Hopkins Budget Officer Approval: _____ Date: May 16, 2024
Comment & Exceptions: _____

5. Grant History (if applicable):

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Linda Marshall Phone #: _____

To be recorded by City Clerk: Clerk # _____ Email: lmarshall@SantaFeNM.gov

Date of Execution: _____

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

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 **Molzen Corbin**, 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 thereof 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 and NMED'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.

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 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, as described in the Contract Documents.

The Contractor's scope of work includes support for plan items #8 and #10 above.

The Scope of work will incorporate the following professional services:

1. Research
2. Design
3. Construction Administration
4. Process Engineering
5. Telemetry and Controls
6. Other Specialized Services to be determined.

See Attachment A for additional details.

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 one hundred eighty thousand dollars (\$180,000.00), excluding gross receipts tax. **The total amount payable to the Contractor under this Contract, excluding gross receipts tax, shall not exceed one hundred and eighty thousand dollars (\$180,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than 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 5 (Termination), or paragraph 6 (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) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 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 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

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

To the Contractor:
Molzen Corbin & Associates
2701 Miles Rd., SE
ABQ, NM 87206

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies


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

33. Default and Force Majeure


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

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

CITY OF SANTA FE:



Alan Webber (May 31, 2024 21:20 MDT)
Alan Webber, CITY MAYOR

CONTRACTOR:
Molzen Corbin


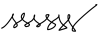
Kevin W. Eades (May 8, 2024 16:15 MDT)
KEVIN W. EADES, P.E.
PRESIDENT AND CEO

DATE: May 8, 2024

CRS#: _____

Registration #: _____

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 05/29/24 *XIV*

CITY ATTORNEY'S OFFICE:



Marcos Martinez (May 8, 2024 16:18 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

Attachment A

Scope of Work

March 20, 2024

Mr. Michael Dozier
Wastewater Division Manager
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-0909

**RE: Emergency Purchase Order to Address EPA Administrative Order CWA-06-2024-1745
Citing Violations at the City of Santa Fe Paseo Real WWTP.**

Dear Mr. Dozier:

The City of Santa Fe has requested that Molzen Corbin provide this Proposal for Engineering Services to assist in compliance with Administrative Order CWA-06-2024-1745. The Administrative Order was issued to the City of Santa Fe by the U.S. Environmental Protection Agency (USEPA) on March 4, 2024.

Molzen Corbin is one of the most experienced wastewater engineering firms in New Mexico. We have extensive experience designing, upgrading and retrofitting wastewater treatment facilities for communities throughout New Mexico. Our engineering staff regularly designs process modifications to improve performance at wastewater treatment facilities throughout the state.

We have assisted many communities when they have been issued Administrative Orders by the USEPA. We are experienced at working through the Administrative Order process to help communities comply with both the order and the conditions of their NPDES Permit. We have developed a template for responses to Administrative Orders and can assist them with their response.

Our process engineers work with the community's engineers and operators to evaluate data and assess operating conditions to solve water quality discharge problems. We may recommend changes to operating procedures, upgrades to existing facilities, replacement of aging equipment or installation of new infrastructure to improve effluent quality.

The City has expressed that Molzen Corbin develop a data-driven decision making approach to solving the problems at the Paseo Real Wastewater Treatment Facility. The City would like Molzen Corbin to explore ways that the Facility can be updated and streamlined so processes are equipped with that latest technology that is available.

Molzen Corbin understands that time is critical. The City of Santa Fe must submit a response to USEPA by April 3, 2024 as directed in Compliance Order Section C of the Compliance Order.

WILLINGNESS AND CAPABILITY

Molzen Corbin currently has staff available with the necessary expertise to assist the City of Santa Fe in complying with the Administrative Order. If the City needs services not offered by Molzen Corbin, this proposal includes fee for Additional Services that would allow Molzen Corbin to hire subconsultants. Additional Services may be used to explore multiple approaches to solving problems.

Mr. Michael Dozier
March 20, 2024
Page 2

SCOPE OF SERVICES

This project may include but is not limited to the following:

- Research
- Process Engineering
- Design
- Construction Administration
- Telemetry and Controls

COMPENSATION

We propose to perform the Work described above on a Time and Materials basis based on our current Standard Billing Rates enclosed herein.

Basic Services – not to exceed \$80,000 would include but not be limited to:

- Research
- Design
- Construction Administration

Additional Services – not to exceed \$100,000 would include but not be limited to:

- Process Engineering
- Telemetry and Controls
- Other specialized services to be determined.

If you have any questions or require additional information, please contact Mr. Steve Morrow, P.E. at 505.242.5700.

Sincerely,

MOLZEN CORBIN



Kevin W. Eades, P.E.
Chief Executive Officer

Enclosure

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

DEPARTMENT	BILLING CATEGORIES	2023 RATES	
<i>Architectural</i>	Senior Principal Architect	273	
	Principal Architect	252	
	Senior Architect	210	
	Project Architect	168	
	Registered Architect	158	
	Intern Architect 2	121	
	Intern Architect 1	95	
	Senior Architectural Designer	142	
	Architectural Designer I	137	
	Planner	111	
	Landscape/Irrigation Designer	111	
	<i>Civil Engineering</i>	Senior Principal Engineer	273
		Principal Engineer	252
Senior Engineer		231	
Project Engineer		189	
Professional Engineer		163	
Engineering Intern II		142	
Engineering Intern I		131	
Senior Civil Design Specialist		173	
Engineering Design Specialist		147	
Senior Engineering Design Tech		153	
Engineering Design Tech		116	
Associate Engineering Design Tech		95	
<i>Electrical Engineering</i>		Senior Principal Engineer	273
	Principal Engineer	252	
	Senior Engineer	210	
	Project Engineer	184	
	Professional Engineer	163	
	Engineering Intern II	142	
	Engineering Intern I	126	
	Engineering Design Specialist	147	
	Engineering Design Tech	116	
	Associate Engineering Design Tech	95	
	<i>Mechanical</i>	Senior Mechanical Engineer	195

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

<i>Water Resource Engineering</i>	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Sr. Engineering Design Specialist	168
	Engineering Design Specialist	142
	Engineering Design Tech	116
	O & M Specialist	116
	Associate Engineering Design Tech	95
<i>CADD / Survey</i>	CADD Operator II	84
	CADD Operator I	74
	Survey Technician	111
	Two Person Survey Crew	222
	Two Person GPS Survey Crew	247
	Licensed Surveyor	231
<i>Construction Observation</i>	Senior Observer/Manager	111
	Senior Observer	105
	Observer	100
<i>Administration</i>	Administrative Aide II	79
	Administrative Aide I	58
	Administrative Support	105
	Grants/Technical Administrator	116
	Computer Technician	126
	Senior Technical Writer / Editor	100

Miscellaneous Expenses

Copies	Per Copy	\$0.11
Color Copies	Per 8 1/2 x 11 Copy	\$1.00
Color Copies	Per 11 x 17 Copy	\$2.00
Prints/Plots(24x36)	Per Sheet	\$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: Professional Liability Insurers, Inc. CONTACT NAME: Eloise Hughes. INSURED: Molzen-Corbin & Associates Inc. LIST OF INSURERS: Donegal Mutual Insurance Company, Atlantic States Insurance Company, New Mexico Premier Insurance Company, AXA Insurance Company.

COVERAGES CERTIFICATE NUMBER: 943020969 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

CERTIFICATE HOLDER CANCELLATION

Proposal Purposes 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 [Signature]



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

BUSINESS REGISTRATION

Business Name: MOLZEN-CORBIN & ASSOCIATES
DBA: MOLZEN-CORBIN &
ASSOCIATES

Business Location: 2701 MILES RD SE
ALBUQUERQUE, NM 87106

Owner: ADELMO ARCHULETA

License Number: 124628

Issued Date: November 09, 2023

Expiration Date: November 09, 2024

CRS Number: 01305771005

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

MOLZEN-CORBIN & ASSOCIATES
2701 MILES RD SE
ALBUQUERQUE, NM 87106

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



Services Offered to the City of Santa Fe (9.2023)

Approved:

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

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

Permissive:

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

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

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









24-0354 Molzen Corbin and Associates

Final Audit Report

2024-06-03

Created:	2024-05-31
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA3VImEe_vCvI3JMoRKLhyhpfIqPuDVR

"24-0354 Molzen Corbin and Associates" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
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-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-05-31 - 10:55:51 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-06-01 - 0:39:35 AM GMT- IP address: 104.28.48.214
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-06-01 - 3:20:20 AM GMT - Time Source: server- IP address: 76.113.84.104
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-06-01 - 3:20:25 AM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-06-03 - 2:56:08 PM GMT- IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-06-03 - 2:56:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-06-03 - 2:56:23 PM GMT