



THE CITY OF
SANTA FE

MEMORANDUM

DATE: July 11, 2024

TO: John Blair, City Manager John Blair
John Blair (Aug 8, 2024 16:00 MDT)

VIA: John Dupuis, Public Utilities Director John Dupuis
John Dupuis (Jul 13, 2024 17:19 MDT)

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

ITEM

Requesting retroactive approval of Amendment #1 to the contract, dated April 19, 2023, with Carollo Engineers, Inc., to add Task #5 to the Paseo Real Master Plan engineering services contract, for an additional fee of \$73,550.00. The contract period will also be extended to June 30, 2025.

BACKGROUND

The Wastewater Management (WWM) Division is requesting retroactive approval of Agreement Amendment #1 to increase the scope of work to include Task #5 – Evaluation of the construction of a new Wastewater Reclamation Facility, for an additional fee of \$73,550.00, bringing the total compensation to \$372,370.13. The contract period will be extended until June 30, 2025. The agreement amendment request has been working its way through the procurement process since April, 2024 but did not receive Governing Body approval prior to the contract expiring on June 30, 2024.

RECOMMENDED ACTION

The City of Santa Fe New Mexico Procurement Manual Section XX. **Retroactive Approval for a Contract or Contract Amendment** requires the following conditions are met:

- A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
- B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
- C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;
- D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The additional services included in this permit amendment, which require additional compensation and time to complete, were requested by Public Utility Director John Dupuis. Delays in the procurement process during the acquisition of the original contract compressed the effective contract period, necessitating additional contract period to complete the original scope as well as the additional task. Further procurement delays resulted in the amendment request not appearing in front of the Governing Body prior to expiration of the contract.

Signature: P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Jul 11, 2024 14:56 MDT)

Email: pfheerbrandt@santafenm.gov

Item# 23-0158
Munis Contract# 3203960

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 23-0158**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Engineering Services as described in the Scope of Work attached to the Professional Services Agreement.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement is amended to include additional Task 5, "Evaluate New Water Reclamation Facility (WRF) Alternative", so that Article 1 reads as follows: The Contractor shall provide the services for the City described in Attachment 1 attached hereto.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of \$73,550.00, as described in Attachment 2, so that Article 2, paragraph A reads in its entirety as follows:

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on fixed rates for each deliverable, such compensation not to exceed \$372,370.13, including gross receipts taxes. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$372,370.13. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this agreement shall equal the amount stated herein. The parties do not intend for the contractor to continue to provide services without compensation when the total amount is reached. Contractor is responsible for notifying the City when the services under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3. TERM:

Article 3 of the Agreement is amended to increase the contract term, so that Article 3 reads in its entirety as follows:


THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. AGREEMENT IN FULL FORCE.

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

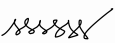
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Sep 12, 2024 17:11 MDT)
ALAN WEBBER, MAYOR

DATE: Sep 12, 2024

ATTEST:


GERALYN CARDENAS
INTERIM CITY CLERK *x/v*
GB MTG 09/11/2024

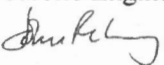
CITY ATTORNEY'S OFFICE:


Marcos Martinez (May 8, 2024 11:33 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


ALEXIS LOTERO (Aug 23, 2024 10:34 MDT)
Assistant finance director

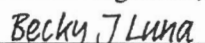
CONTRACTOR:
Carollo Engineers, Inc.


JOHN REHRING, VICE PRESIDENT

DATE: May 8, 2024
CRS# 03-162628-00-9

Registration # 117760

Carollo Engineers, Inc.


Becky J Luna (May 8, 2024 11:30 MDT)
BECKY LUNA
SENIOR VICE PRESIDENT

DATE: May 8, 2024

ATTACHMENT 1

SCOPE OF WORK

CITY OF SANTA FE (CITY)

PASEO REAL WATER RECLAMATION FACILITY (PRWRF) MASTER PLAN

AND

CAROLLO ENGINEERS, INC. (CONTRACTOR)

OCTOBER 17, 2022

Amended September 11, 2023

CONTRACTOR'S SERVICES

Task 1 Basis of Planning

1.1 Kickoff and Process Inventory

- Review preceding PRWRF master plan and other relevant reports, plant design criteria, drawings, historical process performance data in advance of the Kickoff Meeting.
- Prepare for and participate in a project Kickoff Meeting in Santa Fe to discuss:
 - Project scope, schedule, budget, roles, and responsibilities, lines of communication, and document management.
 - Master plan objectives and planning goals.
 - Permitting drivers and future scenarios for PRWRF.
 - Any known data/information gaps.

1.2 Process Facilities and Equipment Inventory

- Using information collected for the May 2022 PRWRF Condition Assessment report, in conjunction with a site walk on the day of the Kickoff Meeting, identify key process equipment at each major process area (preliminary/primary, secondary, and tertiary, excluding and excluding headworks and UV equipment being replaced via concurrent design efforts) and the primary potential "single point of failure" for each.
- Populate an Excel-based spreadsheet or MS OneNote file to organize the major equipment inventory.

1.3 Non-Technical Success Factors

- In conjunction with the Kickoff Meeting, facilitate an interactive discussion to establish master plan objectives and non-technical success factors for the PRWRF.

1.4 Discharge and Reuse Permit Framework

- Summarize the regulatory requirements that may affect the City's treatment operations. Work will include:
 - Summarize existing regulatory requirements for discharge, solids, and nonpotable reuse.
 - Summarize potential future regulatory requirements for discharge, solids, and nonpotable reuse, and the potential impact on City's planning efforts. In particular, proposed changes to nutrient (nitrogen and phosphorus) discharge criteria and process implications will be interpreted from the USEPA's Life Cycle Analysis report, which concluded that treatment with reverse osmosis (RO) would have significant environmental impacts relative to treatment process trains that could achieve less stringent nutrient limits.
 - Qualitatively consider process implications of potential permit conditions for the second PRWRF outfall, which will discharge to the Rio Grande, as informed by (if available at the time of Master Plan process analyses) information developed in San Juan-Chama Return project permitting analyses being performed under separate contract.
- Select a single set of future discharge permit limits, solids requirements, and nonpotable reuse water quality to use as the basis for planning purposes through the planning period in the PRWRF Master Plan project.

1.5 Process Reliability and Risk Assessment

- Identify a concise list of potential threats to process reliability in the preliminary/primary, secondary, and tertiary process areas.
- Qualitatively characterize the likelihood of failure and the consequence of failure (relative to maintaining consistent permit compliance) of each threat, using Contractor's engineering judgment and experience.
- Develop a qualitative risk assessment matrix for each threat based on the likelihood and consequence of failure.

1.6 Flow and Load Projection

- Update previous wastewater flow and load projections for the PRWRF using City-provided population and employment projections and assumed unit flow factors or calculated values from recent years' influent data.
- The City will provide the Contractor with all relevant information necessary to conduct this task. This includes, but is not limited to, five or more years of historical and current influent flow and loading data, as well as population and employment forecasts in editable electronic format, and current and future service area projections.
- Evaluate existing historical influent and centrate recycle data to derive current maximum month loadings for flow, biochemical oxygen demand (BOD), total suspended solids (TSS), Total Kjeldahl Nitrogen (TKN), and total phosphorus (TP).
- Develop projections of influent flow and load for the above-noted constituents in 5-year increments through 2045.

1.7 CAMP® 1: Basis of Planning and Deficiencies

- Conduct CAMP® Workshop 1 in Santa Fe to review and discuss:
 - Regulatory/permit requirements, flow and load projections, and known process deficiencies.

- Near-term reliability risks, including single point of failure for each major process area (preliminary/primary, secondary, and tertiary)
- Flow and load projections

1.8 Technical Memorandum 1

- Prepare Draft Technical Memorandum 1 (TM1) on Hydraulic Flows and Loading Analysis Results and Recommendations. Summarize and concisely document regulatory/permit requirements, key process reliability/risk concerns, and flow and load projections.

Task 1 Deliverables

- Agenda and minutes for Kickoff Meeting, submitted electronically
- Agenda and minutes for CAMP® Workshop 1, submitted electronically
- Draft TM1, submitted electronically

Task 1 Assumptions

- 9 months active project management.
- Planning period is through 2045; City will provide a single set of population and employment forecasts in 5-year increments that Contractor will use without further validation. City will provide all necessary assumptions and reference material regarding population and employment forecasts.
- Flow and load forecasts will assume unit flow and load factors hold constant through the planning period.
- No investigations or characterization of collection system infiltration/inflow (I/I) will be conducted under this scope of work.
- No additional process equipment or facility condition assessment work will be conducted under this scope of work. Information gathered as part of the May 2022 PRWRF Condition Assessment report will be used to help prioritize capital projects. Analyses will be limited to process equipment and critical electrical elements (excluding structures, structural components, site features, appurtenances, etc.).
- The major equipment inventory will be limited to major equipment for treatment, excluding support equipment and excluding equipment scheduled to be replaced as part of concurrent headworks and UV disinfection design activities. City staff will actively participate in identifying issues in each major process area.
- City will submit a single set of coordinated comments within three weeks of receipt on a single iteration of the draft TM.
- City comments on draft TM1 will be incorporated as part of developing the final report that incorporates the TM as a report section.

Task 2 Process Assessments

2.1 Biowin Modeling

- Use the existing steady-state calibrated PRWRF BioWin process model to evaluate the following:
 - **Current facilities and existing rated capacity:** Model the current facility at the permitted hydraulic and BOD loading capacity to verify rated design capacity and

ability for existing treatment process to meet current effluent permit conditions with current design loadings at total and firm capacities.

- **Anticipated future flows, loadings, and permit conditions:** Model anticipated future flows and loadings to identified required treatment improvements needed to meet anticipated future permit effluent discharge limits.

Capacity and process performance assessments will be based on definitions coordinated with the City on individual unit processes that will be taken out of service for maintenance and repairs.

2.2 Preliminary / Primary Treatment

- Summarize the major process equipment and support facilities that are being addressed in the concurrent headworks equipment replacement design, and those that are not being addressed in that design.
- Identify potential capital projects that extend beyond the concurrent headworks equipment replacement design and the anticipated impact and relative criticality of each with respect to operational improvements and water quality.

2.3 Secondary Treatment

- Referencing plant data and Biowin modeling results, develop capital project recommendations to improve the reliability and overall performance of nitrogen and phosphorus removal and overall treatment performance with respect to operational improvements and water quality.
- Evaluate process conditions (including process carbon demand for nutrient removal) required under anticipated discharge permit limits, and (if necessary) alternatives to increase and further optimize treatment performance.
- As applicable, provide recommendations for improving process conditions, including increasing internal carbon recovery, to enhance biological nutrient removal.
- Identify (if/as applicable) capital projects for alleviating existing and anticipated future process limitations.

2.4 Tertiary Treatment

- Note: Because the existing UV system is now being replaced under a forthcoming contract, the focus in this Master Plan is on pretreatment to UV, which is the filtration process and spacing/location of filtration.
- Referencing plant data and Biowin modeling results, develop capital project recommendations (filtration only) to improve the reliability and overall performance of filtration and disinfection with respect to operational improvements and water quality.
- Conceptually consider the optimum use of space to allow for future advanced treatment for potable water reuse, including a conceptual layout (but not cost) of potential future purified recycled water components.
- Identify (if/as applicable) capital projects for alleviating existing and anticipated future process limitations for discharge and/or nonpotable reuse.

2.5 Solids Management

- Review existing solids thickening, digestion, and dewatering facilities operations relative to process stability, biogas recovery, and anticipated future regulatory requirements.

- Identify potential capital projects needed to maintain compliance with regulatory requirements and resource recovery objectives.
- Review existing solids management practices and evaluate the potential benefits of long-term biosolids management strategies, such as dewatering efficiency enhancements using existing processes/equipment and the potential for aerated static pile composting.

2.6 Electrical, Instrumentation, Control, and SCADA

- Building on the findings from the May 2022 PR WRF Condition Assessment report, identify and evaluate potential system reliability or functionality issues related to electrical, instrumentation, control, and SCADA for each of the preliminary/primary, secondary, and tertiary process areas.
- Identify capital projects necessary to address potential system reliability or functionality issues related to electrical, instrumentation, control, and SCADA for each of the preliminary/primary, secondary, and tertiary process areas.

2.7 CAMP® 2: Process Improvement Recommendations

- Conduct CAMP® Workshop 2 in Santa Fe to review and discuss:
 - Process strategy recommendations based on findings from Tasks 2.1 through 2.6, including Primary, Secondary, Tertiary, and Solids
 - Major capital projects needed to implement the recommended strategy

2.8 Technical Memorandum 2

- Prepare Draft TM2 on Deficiencies and Future Requirements Roadmap. Summarize and document process strategy for Primary, Secondary, Tertiary, and Solids, and major capital projects to implement the strategy.

Task 2 Deliverables

- Process modeling results presented in CAMP® 2 and summarized in TM2
- Agenda and minutes for CAMP® Workshop 1, submitted electronically
- Draft TM2, submitted electronically
- Meeting agenda and minutes for CAMP® 2

Task 2 Assumptions

- No hydraulic profile or hydraulic capacity analyses will be developed or updated. The hydraulic profile from the prior master plan will be provided by the City, accurately reflects current hydraulic conditions, and can be used for this project without further analysis. Localized and/or system-level hydraulic issues identified in subsequent planning, design, or operations may drive additional capital improvements not identified in lieu of conducting hydraulic analyses in this Master Plan.
- Process recommendations will be based on qualitative analyses in preceding tasks and subtasks.
- The Master Plan will not assess alternatives or costs for processes/equipment being replaced under current or imminent design activities (e.g., headworks and UV disinfection). However, Master Plan documentation will help support the rationale and need for those capital improvements.

- Contractor's existing Biowin model of the PRWRF will be used without further modification or further calibration.
- Contractor assumes no analysis of modifications to existing biogas utilization strategies.
- Contractor assumes no evaluation of split-stream treatment alternatives (i.e., different water quality goals for different end uses or users).
- City will submit a single set of coordinated comments within three weeks of receipt on a single iteration of the draft TM.
- City comments on draft TM2 will be incorporated as part of developing the final report that incorporates the TM as a report section.

Task 3 Prioritization and CIP

3.1 Project Grouping

- Compile individual capital projects identified for Preliminary/Primary, Secondary, Tertiary, and Solids process areas into a single Excel-based spreadsheet.
- Identify linkages and sequencing between interdependent projects, where applicable.
- Group individual capital projects into construction "packages" of projects for implementation prioritization.

3.2 Cost Estimating

- Develop capital cost estimates for key projects recommended for implementation in coming 5 years of the capital improvement plan (CIP), consistent with an AACE Class 5 conceptual level estimate, with an anticipated accuracy of -50% / +100%. Develop budgetary cost estimates for key capital projects scheduled for 5-10 years of the CIP.
- Summarize capital cost estimates as a range of potential costs for each package of capital projects.

3.3 CIP Project Prioritization and Implementation Plan

- Develop qualitative criteria for characterizing and comparing packages of capital improvements, and propose a relative importance ("weighting") for capital costs and each qualitative criterion.
- In consultation with City staff, refine the list of criteria and criteria weighting factors.
- Characterize each of the capital project packages for which costs were developed in Task 3.2 against the qualitative criteria.
- Use weighted-criteria decision model to rank the capital project packages for priority of implementation.
- Develop a 10-year capital improvement plan (CIP) including proposed years for design and construction of the prioritized capital project packages.
- Develop a planning-level facility schematic layouts in aerial/plan view for the prioritized project packages.
- Develop an electronically-updateable CIP model for the City's ongoing use, with functionality to modify the type, timing, and capital amount of capital projects, and to modify escalation rates and other financial factors so that projects can be updated or re-prioritized over time. Populate the CIP model with the phased and prioritized CIP projects.

- Conduct Workshop 3.2 with City to review and refine the phased and prioritized CIP and to orient the City to the use of the CIP model.
- Develop a draft and final TM summarizing project phasing and CIP.

3.4 CAMP® 3: CIP Prioritization

- Conduct CAMP® Workshop 3 in Santa Fe to review and discuss prioritized CIP projects to support compliance with anticipated regulatory requirements.

3.5 Technical Memorandum 3

- Summarize the capital project grouping and prioritization, including the proposed 10-year CIP in a draft TM3 (CIP Prioritization and Implementation Plan).
- Include recommendations for the siting of future facilities and a conceptual site plan showing existing and future facilities.

Task 3 Deliverables

- Draft and final TM summarizing project phasing and CIP
- Meeting agenda and minutes for Workshops 3.1 and 3.2.
- Electronically-updateable CIP

Task 3 Assumptions

- City will submit a single set of coordinated comments within three weeks of receipt on a single iteration of the draft TM.
- No costing of operation and maintenance will be performed under this scope of work.
- City comments on draft TM3 will be incorporated as part of developing the final report that incorporates the TM as a report section.

Task 4 Project Coordination and Documentation

4.1 Biweekly Project Management Calls

- Hold biweekly coordination calls with City and Contractor Project Managers to keep the City informed of Contractor's project progress, and to provide the Contractor timely and important feedback. Meetings will typically be held by phone or Teams, but may be held at the PRWRF in conjunction with other project activities (including monthly progress meetings and CAMP® workshops). Either Project Manager may include other project staff in each call at their discretion.

4.2 Monthly Progress Meetings and Project Management

- Set up and maintain a Teams site for file sharing.
- Monitor project progress and budget and coordinate project staffing.
- Participate in monthly progress meetings at PRWRF.
- Prepare and submit monthly progress reports with invoices for the work completed in the last monthly period.

4.3 Draft Report

- Compile key information from all draft TMs into a draft final report for City review. Facility site layout figures will include show planned facilities relative to existing facilities.

4.4 Report Review

- Conduct a workshop with the City and other appropriate team members to review the draft Master Plan Report and City comments.

4.5 Final Report

- Incorporate City review comments and prepare a final Master Plan report.
- Submit an electronic copy in PDF format of the Final 2023 PRWRF Master Plan.

4.6 Governing Body Presentation

- Prepare a draft summary presentation in PowerPoint format highlighting the regulatory drivers for the improvements and the phased capital improvements proposed for the PRWRF. Address City comments on the draft presentation and finalize the presentation.
- Attend one meeting of the Governing Body and co-present the presentation with City staff.

Task 4 Deliverables

- Updates to action item / decision log on Teams site, as appropriate following biweekly meetings.
- Monthly progress reports, submitted electronically.
- Meeting agenda and minutes for draft report review workshop.
- Draft and final Master Plan report (electronic submittals).
- Draft and final PowerPoint summary presentation for Governing Body.

Task 4 Assumptions

- City will submit a single set of coordinated comments within three weeks of receipt on a single iteration of the draft report.
- Up to two staff will attend one Governing Body meeting to deliver the summary presentation.

Task 5 Evaluate New Water Reclamation Facility (WRF) Alternative

5.1 Basis of Planning for New WRF

- Identify an approximate location for the new WRF and outfall to the Santa Fe River, and summarize the regulatory requirements that may affect the New WRF alternative. Work will include:
 - Communicate with City staff to confirm the site conceptually identified by the City to be used as the basis for this analysis. No analysis of site availability or site alternatives will be conducted by Consultant under this scope of work.
 - Consult with NMED and EPA to form a basis for assumed potential future regulatory requirements for discharge to the Santa Fe River and the Rio Grande for the selected site.

- Select a single set of future discharge permit conditions, solids requirements, and nonpotable reuse water quality to use as the basis for planning through the planning period for the New WRF alternative.
- Calculate wastewater flow and load projections for the New WRF alternative over an assumed 20-year planning period using City-provided population projections for City and County service areas that may be tributary to the New WRF. Unit flow and unit load factors will be assumed to be identical to those used for analysis of PRWRF rehabilitation in the PRWRF MP.

5.2 Timing and Phasing of Capacity for New WRF

- In consultation with the City and in light of flow and load projections from Task 5.1, identify a single assumed strategy for timing and phasing of capacity for the New WRF, including:
 - Estimated year and capacity of first modular construction.
 - Estimated timeline and incremental capacity of subsequent modular additions.

5.3 Conceptual Treatment Train

- Analyze and identify up to two schematic-style liquid treatment train alternatives for the New WRF to meet the discharge water quality targets identified in Task 5.1.
- Identify a single approach for solids treatment at the new WRF site to use as the basis of analysis, assuming solids treatment would be collocated with liquid treatment at the New WRF site.
- Develop a matrix with qualitative evaluation criteria to qualitatively score and compare the liquid treatment train alternatives.
- Conduct a remote workshop with City staff to select a preferred liquid treatment process to be used as the basis of analysis for the New WRF.
- Identify a conceptual site layout for the new liquid and solid treatment facilities for the first modular construction of the preferred treatment process at the assumed capacity identified in Task 5.2.

5.4 Cost Estimating

- Develop a capital cost estimate for the initial capacity for the new WRF, consistent with an AACE Class 5 conceptual level estimate, with an anticipated accuracy of -50% / +100%.
- Develop a capital cost estimate for the incremental capacity additions for the new WRF identified in Task 5.2, consistent with an AACE Class 5 conceptual level estimate.

5.5 Qualitative Comparison of PRWRF vs. New WRF Alternatives

- Prepare a qualitative assessment of constructing the New WRF compared to rehabilitation of the PRWRF (as analyzed in PRWRF Master Plan Tasks 1 through 3).
 - Assessment may include a pros/cons list with qualitative differences between constructing a New WRF versus improving the existing PRWRF. Considerations may include permitting, reuse pumping, and any additional or replicate pump stations required.
- Qualitatively assess pros/cons of using the PRWRF site for solids treatment versus constructing solids treatment facilities at the New WRF site.

- Conduct a remote workshop with City staff to review and discuss the qualitative assessments.
- Revise the qualitative assessments to reflect feedback received in the workshop.

5.6 Technical Memorandum 4

- Prepare Draft Technical Memorandum 4 (TM4) describing analyses of the new WRF, including:
 - The assumed site of the WRF and outfall to the Santa Fe River.
 - Assumed discharge permit requirements.
 - Flow and loading projections.
 - Timing and phasing of modular buildouts within the New WRF.
 - Treatment process train used as the basis of analysis.
 - Results of cost analysis for the New WRF.
 - Qualitative comparison of New WRF to rehabilitating PRWRF.

5.7 Supplemental Project Management

- Additional two months of biweekly project management calls as described in original scope of work Task 4.
- Additional two months of remote monthly progress meetings and project management.
- Up to 16 hours of additional project consultation and advisory services associated with the New WRF analyses under Task 5.

Task 5 Deliverables

- Process train selection workshop agenda and meeting summary.
- Draft qualitative assessment of New WRF versus rehabilitating PRWRF.
- Qualitative assessment workshop agenda and meeting summary.
- Draft TM4, submitted electronically.

Task 5 Assumptions

- Effluent from a New WRF would be discharged to an adjacent outfall to the Santa Fe River, and would be designed to meet Santa Fe River water quality standards upon its initial construction.
- Effluent from a New WRF would also be conveyed to the same discharge point on the Rio Grande and the same nonpotable reuse customer sites (with the same water quality targets) as assumed for the PRWRF.
- A single version of each analysis is assumed unless iterations are otherwise detailed in this scope of work.
- No modifications will be made to evaluations of PRWRF rehabilitation needs, timing, or costs as prepared in Tasks 1 through 4 of the PRWRF Master Plan, ignoring the potential that constructing a New WRF would modify or reduce improvements that would otherwise be recommended for rehabilitating the PRWRF.
- Siting for the New WRF will be assumed at a concept level, based solely on input from the City, with no siting or land acquisition analyses.
- No field investigations will be conducted as part of this scope of work.
- Flow and load projections from City customers will be identical to those determined under PRWRF Master Plan Task 1.

- The City will obtain projections of the County service area population that may be conveyed to the New WRF and provide them to the Consultant in electronically editable form.
- Unit flow and loading values for potential future County contributions to the New WRF will be assumed identical to those developed for the City service area under PRWRF Master Plan Task 1.
- No investigations or characterization of existing or potential future collection system conditions, capacity, or infiltration/inflow (I/I) will be conducted under this scope of work.
- No assessment of conveyance between the PRWRF site and the New WRF site (e.g., piping raw wastewater from PRWRF site to New WRF site, pumping/piping solids from New WRF to PRWRF, pumping/piping recycled water, etc.) will be conducted under this scope of work.
- No hydraulic profile or pumping analyses will be developed.
- No process modeling (e.g., Biowin) will be conducted for the New WRF.
- Conceptual process train selection to serve as the basis of analysis for the New WRF will be based on qualitative analyses within the Task 5 subtasks.
- No evaluation of split-stream treatment alternatives (i.e., different water quality goals for different end uses or users) will be conducted for the New WRF.
- City will submit a single set of coordinated comments within three weeks of receipt on a single iteration of the draft TM4.
- City comments on draft TM4 will be incorporated as part of developing the final report under original PRWRF Master Plan Task 4 that incorporates the TM as a report section.
- Costs will be provided in 2023 dollars, not escalated future dollars.
- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Consultant's opinions, analyses, projections, or estimates.

Attachment 2

City of Santa Fe Paseo Real WRF Master Plan TO 24-R-01: New WRF Alternative Sep. 2023		Senior Specialist	Senior Prof. (incl. PM)	Assistant Prof. I	Technician	Document Processing/ Clerical	Carollo Hours	Carollo Labor Cost	Carollo ODCs	PECE	Engineering Cost (plus applicable NMGR)
Task Description		\$273	\$251	\$150	\$151	\$115				\$14	
5	New Water Reclamation Facility (WRF) Alternative	\$30,030	\$12,048	\$22,800	\$3,020	\$920		\$68,818	\$0	\$4,732	\$73,550
		110	48	152	20	8	338				
5.1 Basis of Planning for the New WRF		16	4	40	8		68	\$12,580		\$952	\$13,532
5.2 Timing and Phasing of Capacity for the New WRF		4		8			12	\$2,292		\$168	\$2,460
5.3 Conceptual Treatment Train		20	20	32	8		80	\$16,488		\$1,120	\$17,608
5.4 Cost Estimating		24	24	12			60	\$14,376		\$840	\$15,216
5.5 Qualitative Comparison of PRWRF vs. New WRF Alternatives		12		16			28	\$5,676		\$392	\$6,068
5.6 Technical Memorandum 4		16		40	4	8	68	\$11,892		\$952	\$12,844
5.7 Supplemental Project Management		18		4			22	\$5,514		\$308	\$5,822

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional service, rendering services related to Construction Services for the City, as set forth in this Agreement; and

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the services-for the City described in Attachment 1 attached hereto.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on fixed rates for each deliverable, such compensation not to exceed (\$298,820.13), including gross receipts tax as described in Attachment 2. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses,**

shall not exceed (\$298,820.13). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. **Termination.**

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. 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.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

- A. Commercial General Liability** insurance shall be written on an occurrence basis

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party for any reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's subcontractors, that impact project completion and/or success.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

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

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

27. Authority.

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

28. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

29. 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.

30. 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 and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. 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.

32. 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.

33. Standard of Care.

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

34. City-Provided Information and Services.

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

35. Estimates and Projections.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

36. Third Parties.

The services to be performed by the Contractor are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Contractor's services hereunder.

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

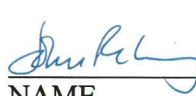
CITY OF SANTA FE:

CONTRACTOR:
Carollo Engineers, Inc.



ALAN WEBBER, MAYOR

DATE: Apr 19, 2023



NAME

John Rehring
Vice President

TITLE



Becky Luna
Senior Vice President

DATE: 2/1/23

CRS# 03-162628-00-9

Registration # 117760

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK *XIV*
GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jan 30, 2023 15:53 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Apr 19, 2023 13:53 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#.

ATTACHMENT 1

SCOPE OF WORK

CITY OF SANTA FE (CITY)

PASEO REAL WATER RECLAMATION FACILITY (PRWRF) MASTER PLAN

AND

CAROLLO ENGINEERS, INC. (CONTRACTOR)

OCTOBER 17, 2022

CONTRACTOR'S SERVICES

Task 1 Basis of Planning

1.1 Kickoff and Process Inventory

- Review preceding PRWRF master plan and other relevant reports, plant design criteria, drawings, historical process performance data in advance of the Kickoff Meeting.
- Prepare for and participate in a project Kickoff Meeting in Santa Fe to discuss:
 - Project scope, schedule, budget, roles, and responsibilities, lines of communication, and document management.
 - Master plan objectives and planning goals.
 - Permitting drivers and future scenarios for PRWRF.
 - Any known data/information gaps.

1.2 Process Facilities and Equipment Inventory

- Using information collected for the May 2022 PRWRF Condition Assessment report, in conjunction with a site walk on the day of the Kickoff Meeting, identify key process equipment at each major process area (preliminary/primary, secondary, and tertiary, excluding and excluding headworks and UV equipment being replaced via concurrent design efforts) and the primary potential "single point of failure" for each.
- Populate an Excel-based spreadsheet or MS OneNote file to organize the major equipment inventory.

1.3 Non-Technical Success Factors

- In conjunction with the Kickoff Meeting, facilitate an interactive discussion to establish master plan objectives and non-technical success factors for the PRWRF.

1.4 Discharge and Reuse Permit Framework

- Summarize the regulatory requirements that may affect the City's treatment operations. Work will include:

- Summarize existing regulatory requirements for discharge, solids, and nonpotable reuse.
- Summarize potential future regulatory requirements for discharge, solids, and nonpotable reuse, and the potential impact on City's planning efforts. In particular, proposed changes to nutrient (nitrogen and phosphorus) discharge criteria and process implications will be interpreted from the USEPA's Life Cycle Analysis report, which concluded that treatment with reverse osmosis (RO) would have significant environmental impacts relative to treatment process trains that could achieve less stringent nutrient limits.
- Qualitatively consider process implications of potential permit conditions for the second PRWRF outfall, which will discharge to the Rio Grande, as informed by (if available at the time of Master Plan process analyses) information developed in San Juan-Chama Return project permitting analyses being performed under separate contract.
- Select a single set of future discharge permit limits, solids requirements, and nonpotable reuse water quality to use as the basis for planning purposes through the planning period in the PRWRF Master Plan project.

1.5 Process Reliability and Risk Assessment

- Identify a concise list of potential threats to process reliability in the preliminary/primary, secondary, and tertiary process areas.
- Qualitatively characterize the likelihood of failure and the consequence of failure (relative to maintaining consistent permit compliance) of each threat, using Contractor's engineering judgment and experience.
- Develop a qualitative risk assessment matrix for each threat based on the likelihood and consequence of failure.

1.6 Flow and Load Projection

- Update previous wastewater flow and load projections for the PRWRF using City-provided population and employment projections and assumed unit flow factors or calculated values from recent years' influent data.
- The City will provide the Contractor with all relevant information necessary to conduct this task. This includes, but is not limited to, five or more years of historical and current influent flow and loading data, as well as population and employment forecasts in editable electronic format, and current and future service area projections.
- Evaluate existing historical influent and centrate recycle data to derive current maximum month loadings for flow, biochemical oxygen demand (BOD), total suspended solids (TSS), Total Kjeldahl Nitrogen (TKN), and total phosphorus (TP).
- Develop projections of influent flow and load for the above-noted constituents in 5-year increments through 2045.

1.7 CAMP® 1: Basis of Planning and Deficiencies

- Conduct CAMP® Workshop 1 in Santa Fe to review and discuss:
 - Regulatory/permit requirements, flow and load projections, and known process deficiencies.
 - Near-term reliability risks, including single point of failure for each major process area (preliminary/primary, secondary, and tertiary)
 - Flow and load projections

1.8 Technical Memorandum 1

- Prepare Draft Technical Memorandum 1 (TM1) on Hydraulic Flows and Loading Analysis Results and Recommendations. Summarize and concisely document regulatory/permit requirements, key process reliability/risk concerns, and flow and load projections.

Task 1 Deliverables

- Agenda and minutes for Kickoff Meeting, submitted electronically
- Agenda and minutes for CAMP® Workshop 1, submitted electronically
- Draft TM1, submitted electronically

Task 1 Assumptions

- 9 months active project management.
- Planning period is through 2045; City will provide a single set of population and employment forecasts in 5-year increments that Contractor will use without further validation. City will provide all necessary assumptions and reference material regarding population and employment forecasts.
- Flow and load forecasts will assume unit flow and load factors hold constant through the planning period.
- No investigations or characterization of collection system infiltration/inflow (I/I) will be conducted under this scope of work.
- No additional process equipment or facility condition assessment work will be conducted under this scope of work. Information gathered as part of the May 2022 PRWRF Condition Assessment report will be used to help prioritize capital projects. Analyses will be limited to process equipment and critical electrical elements (excluding structures, structural components, site features, appurtenances, etc.).
- The major equipment inventory will be limited to major equipment for treatment, excluding support equipment and excluding equipment scheduled to be replaced as part of concurrent headworks and UV disinfection design activities. City staff will actively participate in identifying issues in each major process area.
- City will submit a single set of coordinated comments within three weeks of receipt on a single iteration of the draft TM.
- City comments on draft TM1 will be incorporated as part of developing the final report that incorporates the TM as a report section.

Task 2 Process Assessments

2.1 Biowin Modeling

- Use the existing steady-state calibrated PRWRF BioWin process model to evaluate the following:
 - **Current facilities and existing rated capacity:** Model the current facility at the permitted hydraulic and BOD loading capacity to verify rated design capacity and ability for existing treatment process to meet current effluent permit conditions with current design loadings at total and firm capacities.
 - **Anticipated future flows, loadings, and permit conditions:** Model anticipated future flows and loadings to identified required treatment improvements needed to meet anticipated future permit effluent discharge limits.

Capacity and process performance assessments will be based on definitions coordinated with the City on individual unit processes that will be taken out of service for maintenance and repairs.

2.2 Preliminary / Primary Treatment

- Summarize the major process equipment and support facilities that are being addressed in the concurrent headworks equipment replacement design, and those that are not being addressed in that design.
- Identify potential capital projects that extend beyond the concurrent headworks equipment replacement design and the anticipated impact and relative criticality of each with respect to operational improvements and water quality.

2.3 Secondary Treatment

- Referencing plant data and Biowin modeling results, develop capital project recommendations to improve the reliability and overall performance of nitrogen and phosphorus removal and overall treatment performance with respect to operational improvements and water quality.
- Evaluate process conditions (including process carbon demand for nutrient removal) required under anticipated discharge permit limits, and (if necessary) alternatives to increase and further optimize treatment performance.
- As applicable, provide recommendations for improving process conditions, including increasing internal carbon recovery, to enhance biological nutrient removal.
- Identify (if/as applicable) capital projects for alleviating existing and anticipated future process limitations.

2.4 Tertiary Treatment

- Note: Because the existing UV system is now being replaced under a forthcoming contract, the focus in this Master Plan is on pretreatment to UV, which is the filtration process and spacing/location of filtration.
- Referencing plant data and Biowin modeling results, develop capital project recommendations (filtration only) to improve the reliability and overall performance of filtration and disinfection with respect to operational improvements and water quality.
- Conceptually consider the optimum use of space to allow for future advanced treatment for potable water reuse, including a conceptual layout (but not cost) of potential future purified recycled water components.
- Identify (if/as applicable) capital projects for alleviating existing and anticipated future process limitations for discharge and/or nonpotable reuse.

2.5 Solids Management

- Review existing solids thickening, digestion, and dewatering facilities operations relative to process stability, biogas recovery, and anticipated future regulatory requirements.
- Identify potential capital projects needed to maintain compliance with regulatory requirements and resource recovery objectives.
- Review existing solids management practices and evaluate the potential benefits of long-term biosolids management strategies, such as dewatering efficiency enhancements using existing processes/equipment and the potential for aerated static pile composting.

2.6 Electrical, Instrumentation, Control, and SCADA

- Building on the findings from the May 2022 PRWRF Condition Assessment report, identify and evaluate potential system reliability or functionality issues related to electrical, instrumentation, control, and SCADA for each of the preliminary/primary, secondary, and tertiary process areas.
- Identify capital projects necessary to address potential system reliability or functionality issues related to electrical, instrumentation, control, and SCADA for each of the preliminary/primary, secondary, and tertiary process areas.

2.7 CAMP® 2: Process Improvement Recommendations

- Conduct CAMP® Workshop 2 in Santa Fe to review and discuss:
 - Process strategy recommendations based on findings from Tasks 2.1 through 2.6, including Primary, Secondary, Tertiary, and Solids
 - Major capital projects needed to implement the recommended strategy

2.8 Technical Memorandum 2

- Prepare Draft TM2 on Deficiencies and Future Requirements Roadmap. Summarize and document process strategy for Primary, Secondary, Tertiary, and Solids, and major capital projects to implement the strategy.

Task 2 Deliverables

- Process modeling results presented in CAMP® 2 and summarized in TM2
- Agenda and minutes for CAMP® Workshop 1, submitted electronically
- Draft TM2, submitted electronically
- Meeting agenda and minutes for CAMP® 2

Task 2 Assumptions

- No hydraulic profile or hydraulic capacity analyses will be developed or updated. The hydraulic profile from the prior master plan will be provided by the City, accurately reflects current hydraulic conditions, and can be used for this project without further analysis. Localized and/or system-level hydraulic issues identified in subsequent planning, design, or operations may drive additional capital improvements not identified in lieu of conducting hydraulic analyses in this Master Plan.
- Process recommendations will be based on qualitative analyses in preceding tasks and subtasks.
- The Master Plan will not assess alternatives or costs for processes/equipment being replaced under current or imminent design activities (e.g., headworks and UV disinfection). However, Master Plan documentation will help support the rationale and need for those capital improvements.
- Contractor's existing Biowin model of the PRWRF will be used without further modification or further calibration.
- Contractor assumes no analysis of modifications to existing biogas utilization strategies.
- Contractor assumes no evaluation of split-stream treatment alternatives (i.e., different water quality goals for different end uses or users).
- City will submit a single set of coordinated comments within three weeks of receipt on a single iteration of the draft TM.
- City comments on draft TM2 will be incorporated as part of developing the final report that incorporates the TM as a report section.

Task 3 Prioritization and CIP

3.1 Project Grouping

- Compile individual capital projects identified for Preliminary/Primary, Secondary, Tertiary, and Solids process areas into a single Excel-based spreadsheet.
- Identify linkages and sequencing between interdependent projects, where applicable.
- Group individual capital projects into construction "packages" of projects for implementation prioritization.

3.2 Cost Estimating

- Develop capital cost estimates for key projects recommended for implementation in coming 5 years of the capital improvement plan (CIP), consistent with an AACE Class 5 conceptual level estimate, with an anticipated accuracy of -50% / +100%. Develop budgetary cost estimates for key capital projects scheduled for 5-10 years of the CIP.
- Summarize capital cost estimates as a range of potential costs for each package of capital projects.

3.3 CIP Project Prioritization and Implementation Plan

- Develop qualitative criteria for characterizing and comparing packages of capital improvements, and propose a relative importance ("weighting") for capital costs and each qualitative criterion.
- In consultation with City staff, refine the list of criteria and criteria weighting factors.
- Characterize each of the capital project packages for which costs were developed in Task 3.2 against the qualitative criteria.
- Use weighted-criteria decision model to rank the capital project packages for priority of implementation.
- Develop a 10-year capital improvement plan (CIP) including proposed years for design and construction of the prioritized capital project packages.
- Develop a planning-level facility schematic layouts in aerial/plan view for the prioritized project packages.
- Develop an electronically-updateable CIP model for the City's ongoing use, with functionality to modify the type, timing, and capital amount of capital projects, and to modify escalation rates and other financial factors so that projects can be updated or re-prioritized over time. Populate the CIP model with the phased and prioritized CIP projects.
- Conduct Workshop 3.2 with City to review and refine the phased and prioritized CIP and to orient the City to the use of the CIP model.
- Develop a draft and final TM summarizing project phasing and CIP.

3.4 CAMP® 3: CIP Prioritization

- Conduct CAMP® Workshop 3 in Santa Fe to review and discuss prioritized CIP projects to support compliance with anticipated regulatory requirements.

3.5 Technical Memorandum 3

- Summarize the capital project grouping and prioritization, including the proposed 10-year CIP in a draft TM3 (CIP Prioritization and Implementation Plan).

- Include recommendations for the siting of future facilities and a conceptual site plan showing existing and future facilities.

Task 3 Deliverables

- Draft and final TM summarizing project phasing and CIP
- Meeting agenda and minutes for Workshops 3.1 and 3.2.
- Electronically-updateable CIP

Task 3 Assumptions

- City will submit a single set of coordinated comments within three weeks of receipt on a single iteration of the draft TM.
- No costing of operation and maintenance will be performed under this scope of work.
- City comments on draft TM3 will be incorporated as part of developing the final report that incorporates the TM as a report section.

Task 4 Project Coordination and Documentation

4.1 Biweekly Project Management Calls

- Hold biweekly coordination calls with City and Contractor Project Managers to keep the City informed of Contractor's project progress, and to provide the Contractor timely and important feedback. Meetings will typically be held by phone or Teams, but may be held at the PRWRF in conjunction with other project activities (including monthly progress meetings and CAMP® workshops). Either Project Manager may include other project staff in each call at their discretion.

4.2 Monthly Progress Meetings and Project Management

- Set up and maintain a Teams site for file sharing.
- Monitor project progress and budget and coordinate project staffing.
- Participate in monthly progress meetings at PRWRF.
- Prepare and submit monthly progress reports with invoices for the work completed in the last monthly period.

4.3 Draft Report

- Compile key information from all draft TMs into a draft final report for City review. Facility site layout figures will include show planned facilities relative to existing facilities.

4.4 Report Review

- Conduct a workshop with the City and other appropriate team members to review the draft Master Plan Report and City comments.

4.5 Final Report

- Incorporate City review comments and prepare a final Master Plan report.
- Submit an electronic copy in PDF format of the Final 2023 PRWRF Master Plan.

4.6 Governing Body Presentation

- Prepare a draft summary presentation in PowerPoint format highlighting the regulatory drivers for the improvements and the phased capital improvements proposed for the PRWRF. Address City comments on the draft presentation and finalize the presentation.
- Attend one meeting of the Governing Body and co-present the presentation with City staff.

Task 4 Deliverables

- Updates to action item / decision log on Teams site, as appropriate following biweekly meetings.
- Monthly progress reports, submitted electronically.
- Meeting agenda and minutes for draft report review workshop.
- Draft and final Master Plan report (electronic submittals).
- Draft and final PowerPoint summary presentation for Governing Body.

Task 4 Assumptions

- City will submit a single set of coordinated comments within three weeks of receipt on a single iteration of the draft report.
- Up to two staff will attend one Governing Body meeting to deliver the summary presentation.



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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

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

Owner: CAROLLO ENGINEERS, INC.

License Number: 117760

Issued Date: December 27, 2023

Expiration Date: December 27, 2024

Description: INCORRECT CLASS.

CRS Number: 03-162628-00-9

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

7/4/2025

DATE (MM/DD/YYYY)

7/1/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1472595 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: American Guarantee and Liab. Ins. Co.	26247
	INSURER C: Allied World Surplus Lines Insurance Company	24319
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 18890718 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 9730569	7/4/2024	7/4/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 9730571	7/4/2024	7/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	Y	Y	AUC 4428881	7/4/2024	7/4/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED: COMP/COLL \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9730570	7/4/2024	7/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2024	7/4/2025	EACH CLAIM: \$1,000,000; AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Paseo Real WWRF Master Plan. Carollo Project #: 202145. City of Santa Fe their officials, officers, employees, and agents are additional insureds as respects general liability and this coverage is primary and non-contributory, as required by written contract. Waiver of subrogation applies to general liability where allowed by state law and as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER**CANCELLATION** See Attachments**18890718**City of Santa Fe
Attn: P. Fred Heerbrandt, P.E.
73 Paseo Real
Santa Fe NM 87507

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

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

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

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

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

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO 9730569

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

This endorsement modifies insurance provided under the following:

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

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569

Eff. Date of Pol. 7/4/2024

Exp. Date of Pol. 7/4/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

Log # (Finance use <u>only</u>):	
Journal # (Finance use <u>only</u>):	

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

DEPARTMENT / DIVISION NAME				DATE	
Public Utilities Department / Wastewater Management Division				4/11/2024	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				(enter as <u>positive</u> #)	(enter as <u>negative</u> #)
PRWWRF Master Plan	5000375	572960	C/P2455001	73,550	
<u>REVENUES</u>				(enter as <u>negative</u> #)	(enter as <u>positive</u> #)
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 73,550	\$ -

Additional Scope and term to allow examination of the complete replacement of the PRWRF.	(Complete section below if BAR results in a net change to ANY Fund)	
	Fund(s) Affected	Fund Balance Increase/(Decrease)
	WVMD Enterprise Fund	(73,550)
	TOTAL:	(73,550)

P. Fred Heerbrandt, P.E. Prepared By (print name)	12/11/2023 Date	(Use this form for Finance Committee/ City Council agenda items ONLY)	Andy Hopkins Budget Officer	Aug 19, 2024 Date
Division Director Signature (optional)		CITY COUNCIL APPROVAL		
	Date	City Council Approval Date		
John D. Lewis (Jun 5, 2024 13:28 MDT)	Jun 5, 2024	Agenda Item #		
Department Director Signature	Date		Finance Director (< \$5,000)	Date
			City Manager (< \$60,000)	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: 3203960 Procurement # (RFP/ITB# If any): _____

Contractor: Carollo Engineers, Inc.

Procurement Method: Small Purchase ☐ RFP ☒ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: Paseo Real Water Reclamation Facility Master Plan

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☒

Term Start Date: April 19, 2023 Term End Date: June 30, 2024 Total Contract Amount: \$298,820.13

☒ Approved by Council (If over the City Manager's approval threshold, you must go through GB) 4/12/2023

Contract / Lease:

1.b Amendment #: 1 to the Original Contract/Lease # 3203960

Increase/(Decrease) Amount \$: 73,550.00

Extend Expiration Date to: June 30, 2025

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

Amendment is for: Additional Scope, Compensation, and Term

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

3. Procurement History:

Shirley

Aug 20, 2024

Purchasing Officer Review:

Date:

Comment & Exceptions: Retro approval to 7/1/24

4. Funding Source: WWMD Enterprise Fund/Fund 500/Cash Balance PL#wwm2050001 Org / Object: 5000375/572960

Andy Hopkins

Aug 19, 2024

Budget Officer Approval:

Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval:

Date

Staff Contact who Completed This Form: Linda MacAllister

Phone #: 505-577-6731

To be recorded by City Clerk:

Email: Immacallister@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Carollo Engineers, Inc.

Procurement/contract Title: PRWRF Master Plan

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: _____

Requesting Department: Public Utilities

Staff Name: P. Fred Heerbrandt, P.E.

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<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, s			
<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

P. Fred Heerbrandt, P.E.

Engineer Supervisor

4/11/2024

Department Point of Contact

Title

Date

John D. Morris (Jun 5, 2024 13:28 MDT)

Department Director

Jun 5, 2024

Date

Chief Procurement Officer

Aug 20, 2024

Date

ITT Representative

Title

Date

CoSF

Version 3 12.1.2023

Signature: Michael Dozier
Michael Dozier (May 8, 2024 13:11 MDT)
Email: mldozier@santafenm.gov

Signature: 
John Dupuis (May 9, 2024 08:40 MDT)
Email: jedupuis@santafenm.gov

Signature: XAVIER VIGIL
XAVIER VIGIL (Sep 12, 2024 14:35 MDT)

Email: xivigil@santafenm.gov










24-0554 Carollo Engineers, Inc.

Final Audit Report

2024-09-12

Created:	2024-09-12
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACQGeKsxNQn9DpBEPgrY58OBRU9Gh1D6H

"24-0554 Carollo Engineers, Inc." History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-09-12 - 8:29:06 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-09-12 - 8:35:39 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-09-12 - 8:35:45 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-09-12 - 9:22:44 PM GMT- IP address: 104.28.48.213
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-09-12 - 11:11:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-09-12 - 11:11:14 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-09-12 - 11:11:50 PM GMT- IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-09-12 - 11:12:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-09-12 - 11:12:06 PM GMT