

**City of Santa Fe**



**New Mexico**

**"REQUEST FOR PROPOSALS"**

**ENGINEERING SERVICES  
FOR  
PASEO REAL WASTEWATER TREATMENT PLANT  
"NUTRIENT LOADING AND REMOVAL OPTIMIZATION STUDY"**

**RFP #17/12/P**

**City of Santa Fe**

**PROPOSAL DUE:**

**October 15, 2016**

**2:00 P.M.**

**PURCHASING OFFICE**

**CITY OF SANTA FE**

**2651 SIRINGO ROAD**

**BUILDING "H" SANTA FE,**

**NEW MEXICO 87505**

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**REQUEST FOR PROPOSALS  
PROPOSAL NUMBER '17/12/P**

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, October 15, 2016**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**ENGINEERING SERVICES FOR  
PASEO REAL WASTEWATER TREATMENT PLANT  
NUTRIENT LOADING AND REMOVAL OPTIMIZATION STUDY**

The City of Santa Fe, Wastewater Management Division is interested in Engineering Services for the preparation of a Wastewater Treatment Plant Nutrient Loading and Process Optimization study.

The Wastewater Management Division requires engineering services to develop and complete an evaluation of nutrient loadings within the receiving stream as well as the treatment facility and removal efficiencies of treatment processes at the Wastewater Treatment Plant. The work will consist of an Assimilative Capacity Study for nutrient loading in the Santa Fe River above and below the facility's outfall as well as a comprehensive review and evaluation of the nutrient removal process within the facility.

A pre-proposal and site visit will be held on September 8, 2016 at 2:00 PM. This pre-proposal should be attended by the principal project engineer for the proposed project.

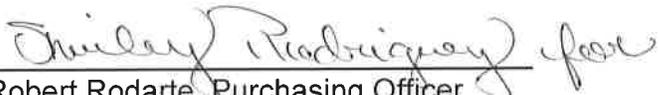
The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

A detailed fee proposal, along with a work plan (with schedule), and scope of work and qualifications statements will be the basis for selection, and must be submitted as part of this proposal. Evaluation criteria and values can be found on pages EVAL- 1 thru EVAL-4.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets

are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office,  
2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

  
Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 08/18/16

To be published on: 08/23/16

Received by the Albuquerque Journal Newspaper on: 08/18/16

To be published on: 08/23/16

## PROPOSAL SCHEDULE

### RFP # '17/12/P

1. Advertisement: August 23, 2016
2. Issuance of RFP'S: August 23, 2016
3. Pre- Proposal Site Tour: September 8, 2016 at 2:00pm local prevailing time. Location: Wastewater Treatment Plant Conference Room
4. Receipt of proposals: October 15, 2016 at 2:00 p.m. local prevailing time.  
Purchasing Office 2651  
Siringo Road Bldg., "H"  
Santa Fe, New Mexico  
87505 (505) 955-5711
5. Evaluation of proposals: October 30, 2016
6. Interviews (Optional): November 8, 2016
7. Negotiation of Contract November 18, 2016 thru November 28, 2016
8. Recommendation of award to Public Utilities Committee: January 4, 2017
9. Recommendation of award to Finance Committee: January 17, 2017
10. Recommendation of award to City Council: January 25, 2017

**DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

## **INFORMATION FOR PROPONENTS**

### **1. RECEIPT OF PROPOSALS**

The City of Santa Fe (herein called "City"), invites firms to submit seven copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, October 15, 2016.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '17/12/P  
Title of the proposal: Engineering Services for Paseo Real Wastewater Treatment Plant Nutrient Loading and Removal Optimization Study

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

### **2. PREPARATION OF PROPOSAL**

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

### **3. ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

#### **4. LAWS AND REGULATIONS**

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

#### **5. METHOD OF AWARD**

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

#### **6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

#### **7. RESIDENT, RESIDENT VETERANS AND LOCAL PREFERENCE**

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

#### NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state

bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

#### APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting

score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

## **8. PROTESTS AND RESOLUTIONS PROCEDURES**

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

## **SPECIAL CONDITIONS**

**1. GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

**2. ASSIGNMENT**

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

**3. VARIATION IN SCOPE OF WORK**

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

**4. DISCOUNTS**

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

**5. TAXES**

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

**6. INVOICING**

(A) The consultant's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) The consultant will review the invoice with the City's Project Manager and make corrections, prior to submission for payment. Invoices will be submitted to the Project Manager at the Wastewater Management Division. Do not send invoices to the Purchasing Office

**7. METHOD OF PAYMENT**

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

**8. DEFAULT**

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

**9. NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

**10. NON-COLLUSION**

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

# **SCOPE OF SERVICES & PROJECT REQUIREMENTS**

## **I. INTRODUCTION**

The City of Santa Fe, owns, operates and maintains the Paseo Real Wastewater Treatment Plant (Plant) and associated collection system. The existing facility was constructed in 1963 as a trickling filter plant to alleviate the Siler Road Treatment Plant (no longer in existence) and has been updated over the years to ensure compliance with local, state and federal requirements. The facility is an activated sludge plant with ultra-violet light disinfection. The facility serves a population of about 84,000 people that result in a customer base of about 36,000 commercial and residential sewer accounts. The facility has a design capacity of 13 million gallons per day. The facility operates under the following permits: 1) NPDES Permit 0022292, 2) DP-289, 3) DP-135, 4) Compost Registration Number 0226399, and 5) SWPPP NMR05GP02.

The Paseo Real Wastewater Treatment Plant discharges into the lower Santa Fe River. This segment of river is currently listed as “impaired” for nutrient/eutrophication. Wastewater Management Division received renewal of NPDES Permit 0022292 on September 1, 2016. This permit has new discharge limits for Total Nitrogen and Total Phosphorus along with a 3 year compliance schedule. These limits are believed to be achievable through optimization of existing removal processes.

The City has prepared information for bidders to review in support of this RFP which include:

1. A narrative of the wastewater facility and treatment processes
2. City of Santa Fe Wastewater Facility Master Plan (2016)
3. Regulatory permits
4. Wastewater treated water quality data
5. Santa Fe River water quality data

This information is located on the City of Santa Fe’s website:  
[http://www.santafenm.gov/wastewater\\_division](http://www.santafenm.gov/wastewater_division)

## **II. PURPOSE**

Wastewater Management Division requires engineering services to complete a nutrient loading and removal optimization study. The Scope of Work (SOW) is designed as phases with the immediate objective to improve nutrient reduction performance through process optimization of the existing Plant (Phase 1 and 2). The next phases are designed to develop future treatment and discharge goals through engineering analysis and modeling with the objective of developing treatment enhancements and/or modifications to reliably meet the future treatment goals (Phase 3 and 4). The results will be reported as a technical report demonstrating study methods and findings as a stand-alone document to convey project information to stakeholders (Phase 5). The study should evaluate conditions over all seasons to ensure the proposed treatment is

robust enough over the range of typical climactic and hydrologic conditions experience by Santa Fe.

A. The Scope of Services will include:

- 1) Providing all necessary engineering/professional disciplines, such as but not limited to, regulatory compliance, process control, geotechnical, sampling, and analysis in order to facilitate the study.
- 2) Interfacing/collaborating with the Wastewater Management Division Staff throughout entire project.
- 3) Comprehensive evaluation of existing facilities and current operations to understand chemical addition, aeration schemes, solids wasting including treatment and handling and internal return streams. This evaluation will include off gas testing of aeration processes to quantify Oxygen Uptake Rate (OUR)
- 4) Prepare process flow diagrams and schematics representative of existing conditions.
- 5) Identifying data gaps in the monitoring program and conducting a sample collection and analysis for WWTP operations to develop a comprehensive database necessary for creation and calibration of wastewater treatment process model BioWin (Envirosim, 2016)..
- 6) Prepare BioWin process model to establish baseline conditions, and then conduct model calibration and sensitivity analysis to identify relevant process variables.
- 7) Establish effluent treatment goals for each process for Total Nitrogen, Total Phosphorus, Biological Oxygen Demand, Total Suspended Solids, etc.
- 8) Run BioWin model and identify capacity limits or issues with the treatment processes or operations necessary to meet effluent limits for nitrogen and phosphorous removal
- 9) Prepare a list of potential treatment/operation modifications for consideration that will enable facility to meet effluent treatment goals.
- 10) Use the calibrated BioWin model to evaluate proposed modifications and validate performance under current and future flow/load scenarios.
- 11) Establish viable alternatives for achieving effluent treatment goals through process optimization and prepare cost estimates for each.

- 12) Perform an Assimilative Capacity Study for nutrient loading in the Santa Fe River to determine reasonable expectation of future permit limits and Total Maximum Daily Loading limits.
- 13) Establish viable alternatives for achieving future effluent treatment goals derived from the Assimilative Capacity Study for nutrient loading in the Santa Fe River and prepare cost estimates for each.
- 14) Compile all above information into a final report.

### **III. BASIC CONSULTANT QUALIFICATIONS**

The Wastewater Management Division is seeking a firm that can clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. All work must be done by or under the direct supervision of engineers registered to practice in New Mexico. The City fully anticipates the consultant to immediately start work on this project with the notice to proceed and expediently complete the design work within an approved schedule.

To propose on this project, the consultant team shall have developed and conducted a minimum of three facility optimization studies on wastewater treatment facilities treating more than five million gallons per day. Special consideration will be given to firms that have experience with projects similar to those outlined in the scope of work. Relevant experience in process analysis, operation and maintenance of facilities, electrical load analysis and operations troubleshooting shall also be documented in the proposal.

The Proposer shall demonstrate that all professional consultant(s) that will be utilized to perform the work currently have the qualified professional staff and expertise to perform the work. Proposers must present a past record of performance on selected projects, with respect to such factors as estimation of project costs, control of costs, ability to comply with critical schedules and budgets, and ability to achieve treatment goals.

Project references are requested for each demonstration of performance on

### **IV. SCOPE OF WORK TASKS**

***The Consultant shall submit a draft Work Plan as a part of the proposal,*** expanding detail on the work tasks listed below, describing its approach to the project, along with a schedule, to indicate how the work will be accomplished. This Work Plan

should be prepared such that it can be incorporated, with only minor modifications, as Exhibit 'A', Further Description of Basic Services (a.k.a Contract Scope of Work), in any eventual professional services agreement. The Consultant will be expected to conduct monthly progress meetings to go over progress of the study in addition to those at each task listed below. All deliverables shall be made in the form of hard copy (5 copies unless noted otherwise) and working electronic files.

The basic tasks that the consultant will be expected to accomplish for the project are listed, but not limited to, the following items:

The consultant shall submit a work plan, expanding detail on the work items listed below, describing its approach to the project, along with a schedule, to indicate how the work will be accomplished. This work plan should be prepared such that it can be incorporated, with only minor modifications, as Exhibit 'A', Further Description of Basic Services, in any eventual professional services agreement. The consultant will be expected to conduct monthly progress review meetings to go over progress of the study in addition to those at each design phase listed below. The basic tasks that the consultant will be expected to accomplish for the project are listed, but not limited to, the following items:

**A. PHASE I – Existing treatment process evaluation and recommendations:**

Conduct initial evaluation of existing treatment process and develop treated effluent goals. Evaluation will include utilizing existing analytical data provided by the facility as well as collecting and analyzing any additional samples needed to complete the required data sets to effectively develop the BioWin model, simulate treatment processes and develop *reasonable* treated effluent goals. "Reasonable" is defined as effluent quality that can be consistently produced with the given treatment processes with optimization refinements. Ideally, reasonable will meet or exceed current effluent goals as defined by the NPDES permit.

**B. PHASE II – Implementation and oversight of recommendations:** Assist wastewater treatment plant staff with approved process modifications and provide oversight of modifications effectiveness including the collection and analysis of key performance indicators to track and benchmark process modifications and results.

**C. PHASE III – Assimilative Capacity Study for nutrient loading to the Santa Fe River** Perform an Assimilative Capacity Study (ACS) for nutrient loading in the Santa Fe River to determine reasonable expectation of future permit limits and Total Maximum Daily Loading limits.

- i. Characterize the Santa Fe River nutrient concentrations along the longitudinal transect of the affected river reach, and over the summer season where flows and dissolved oxygen are at their lowest.
- ii. Assess the relationship between nutrient concentrations, algal growth, streamflow, dissolved oxygen and pH for the conditions observed.

- iii. Assess nutrient loading from both point and nonpoint sources.
- iv. Predict the effect of reduced nutrient loading on algal growth, streamflow, dissolved oxygen and pH values.

**D. PHASE IV –Viable alternatives for achieving future effluent treatment goals:**

Establish viable alternatives for achieving future effluent treatment goals derived from the Assimilative Capacity Study for nutrient loading in the Santa Fe River and prepare cost estimates for each. The alternatives should consider treatment and operations improvements including, but not limited to modification of aeration, process controls, system configurations, chemical additions or changes, and discharge delivery methods.

**E. PHASE V – Final Report:** Develop final report documenting this study and clearly identifying process modification that were made and the results of those modifications. Report shall include the Assimilative Capacity Study for nutrient loading in the Santa Fe River in a format allowing the river study to be presented separately to governing body, regulating agencies or the general public if needed. The report shall include assumptions for future effluent limits and recommendation for future compliance.

**CONSULTANT RECOMMENDED SUPPLEMENTAL WORK SCOPE**

The Consultant may recommend modification to the work scope as outlined in the preceding section in order to improve the project value, to incorporate innovative technology or methods, or to add missing elements that are essential for successful project completion. The Consultant shall include any recommended modifications as a separate section in the draft Work Plan and shall provide cost (or credit), consultant hours, and other information. The consultant is encouraged to consider schedule, potential short and long-term cost saving, and operational efficiencies that will benefit process optimization needed to achieve greater nutrient reduction thresholds to meet current and future discharge goals

## SUBMITTAL REQUIREMENTS

### I. PROJECT SCHEDULE

Complimentary with a specific scope of services and a not-to-exceed fee for each task, the engineering consultant will develop a performance schedule for its services, which will become part of the contract.

It is estimated that it will take 60 to 90 days to solicit RFP's, select an engineering consultant and negotiate a professional services agreement. **The Wastewater Management Division desires a final draft for review to be submitted no later than nine (9) months after notice to proceed.** Proponents may also propose alternatives dates to this proposed schedule to ensure all the technical sampling and analysis are completed to ensure SOS objectives are fully satisfied.

### II. HOURLY RATES AND PROFESSIONAL FEE PROPOSAL

A fee proposal shall be submitted as part of the technical proposal for each of the following tasks, each with an individual fee:

- Phase I – **Existing treatment process evaluation and recommendations**
- Phase II – **Implementation and oversight of recommendations**
- Phase III - **Assimilative Capacity Study for nutrient loading in the Santa Fe River**
- Phase IV - **Viable alternatives for achieving future effluent treatment goals**
- Phase V – **Final Report**

#### Consultant Recommended Supplemental Work Scope

The detailed fee proposal, along with the work plan and scope of work and qualifications statements will be the basis for selection. The estimated fees for each task shall be compiled on City of Santa Fe Engineering Cost Summary Forms. A summary cost sheet for all Phases 1 – 5 with hours, costs, and fees shall be provided. The fee estimate shall be lump sum paid by percentage of completion and will be based upon detailed consultant hours, direct and indirect costs and profit.

Proponents shall also provide a schedule of other direct or reimbursable costs to provide the services requested in the RFP. Cost Summary forms must be completed and submitted for sub-agreements.

The final fee and the scope of work of the top ranked consultant will be negotiated after that firm has been selected. If agreement on final scope of services and fee cannot be reached with the top ranked consultant, the second-ranked consultant, and the third-ranked consultant will be considered in that order.

### **III. ERRORS AND OMISSIONS INSURANCE**

Proponents must provide evidence of Professional Errors & Omissions Insurance coverage in minimum limits of \$1,000,000 per occurrence. Insurance certificates shall be attached to Proposal. No additional direct or reimbursable expense is allowed under Professional Services Agreements for this standard coverage. Insurance certificates shall apply to prime consultants only and must be attached to the proposal.

### **IV. STATEMENT OF QUALIFICATIONS**

Proponents shall provide responses to the following items to describe its organization, capabilities, experience, expertise and local knowledge as it specifically relates to the types of services requested.

#### **A. PROPONENT(S) FIRM DATA**

- 1) Official or Corporate name of company
- 2) Types of professional services provided
- 3) Legal form of business
  - a. Date established in current form
  - b. Former corporate names, locations, dates
  - c. Names, titles, professional affiliation/expertise of principals
  - d. Categories in which firm is legally qualified to do business in New Mexico.
- 4) Firm size, particularly in office where work proposed to be performed
- 5) If Joint Venture or Teaming Agreement, please provide this information for each entity and references for similar previous projects performed as a Team or joint venture.

#### **B. QUALIFICATIONS, CAPABILITY AND EXPERTISE**

- 1) Discuss specialized design, technical and construction competence of firm or joint venture, regarding the type of services required.
- 2) Describe the capacity and capability of firm, joint venture or Teaming Agreement, including special consultants, to perform the work, including any specialized services, within the time frames to expedite projects.
- 3) Describe the continuity of the company, particularly its capability to sustain loss of key personnel, or owner directed substitution of key personnel, without adversely affecting a project or the company
- 4) Discuss past record of performance on contracts with public agencies or private sector clients with respect to such factors as control of time, costs, value, quality of work, claims handling and ability to achieve schedules. Provide reference contacts.
- 5) Discuss knowledge and familiarity with Industry Standard Practices, costs, labor and trades, general contractors and bonding limits, seasonal

construction constraints, and procurement requirements and so forth in the region where the projects are located.

- 6) Discuss employee qualifications and competence in field of water transmission and distribution systems regarding master planning and system design, system operation, hydraulic modeling and model calibration, water demand analysis, and other relevant skills and experience
- 7) Discuss the engineering firm's existing workload and its capacity to handle the requirements of the Wastewater Management Division projects.

**The Wastewater Management Division is seeking a firm that can clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. All work must be done by or under the direct supervision of engineers registered to practice in New Mexico. The City fully anticipates the consultant to immediately start work on this project with the notice to proceed.**

**The Proponent shall demonstrate that all professional consultant(s) that will be utilized to perform the work currently have the qualified professional staff and expertise to perform the work. Proponents must present a past record of performance on selected tasks and ability to comply with critical schedules and budgets. Special consideration will be given to firms that have experience with projects similar to those outlined in the scope of work. Relevant experience in process analysis, operation and maintenance of facilities, electrical load analysis and operations troubleshooting shall also be documented in the proposal. To propose on this project, the consultant team shall have developed and conducted a minimum of three facility optimization studies on wastewater treatment facilities treating more than five million gallons per day. Special consideration will be given to firms that have experience with projects similar to those outlined in the scope of work. Relevant experience in process analysis, operation and maintenance of facilities, electrical load analysis and operations troubleshooting shall also be documented in the proposal. These projects shall be of similar in scope and complexity. Project references are requested. .**

### **C. WORKLOAD**

Describe the firm's current workload (particularly in the office that will manage this project). Provide names, locations, and clients for each project. List those in your firm who are assigned to these projects that will also be assigned to the proposed project and the firm's capacity in these projects (i.e. subcontractor for structural design, landscape design, etc.).

#### **D. KNOWLEDGE OF LOCAL CONDITIONS**

Demonstrate recent knowledge and experience with City Public Works Department, City Public Utilities Department, neighborhoods, local boards and commissions, community awareness, historic sensitivity, local design practices, local construction methods, conditions & seasonal requirements, and cost estimating in the general project area, i.e., Santa Fe Regional Area.

#### **E. EXPERIENCE**

Discuss recent experience of firm and project team on projects similar to this project. List particular projects, their completion dates, costs, owner / client, and references (including telephone numbers). Include photographs of completed projects. Describe your firm's expertise and familiarity with procedural and regulatory requirements on these kinds of projects.

#### **F. PROJECT TEAM AND RELATED EXPERIENCE**

- 1) Present the organizational chart for the project team; the names of the specific team members; with their assigned tasks; qualifications and percent of time they will be assigned to the project.
- 2) Describe the management plan for coordinating schedules and resources to complete this project on schedule and within budget.
- 3) Describe the client and consultant relationship the firm will establish for progress meetings, review, decision-making, and budget containment.
- 4) Should the firm be invited for personal interview, the City requires the principal and key design personnel, who will be assigned to the project, be present, be introduced, make comment to the selection committee, and preferably be a participant in the interview.

#### **G. ASSOCIATIONS**

The City of Santa Fe desires to contract with only one principal engineering firm for this project; however, the use of specialty firms for laboratory analysis, graphics design, data conversion, etc. is recognized.

With respect to joint ventures, associations, or subcontracts with other firms, describe recent associations on completing projects and your ability to effectively coordinate and manage a combination of firms. Indicate who the firms were.

#### **H. RESUMES**

For sake of uniformity, submit the resumes of key members of the project team, including subcontractors, using the following format:

- Name and Title
- Specialized Professional Competence
- Current Responsibilities
- Representative Project Assignments with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background, Education

## **V. PROPOSAL FORMAT**

For uniformity of review and evaluation of proposals, please use the following format in preparing a response to this RFP:

- A. Table of Contents
- B. Statement of Qualifications and Project Team Description and identification
- C. Detailed Work Plan, based upon the RFP requirements and Scope of Work for each phase
- D. Project Schedule
- E. Schedule of Hourly Rates & Costs
- F. Professional Fee Proposal
- G. Resumes of proposed project team
- H. Professional Errors & Omissions Insurance Certificate
- I. Any additional pertinent information

The proposal is limited to 35 pages for items "A" through "E". The smallest acceptable pitch is 12 point, with nominal 1" margins. Pages for resumes and additional pertinent information are not limited. As a practical matter, however, there is a limit as to how much material the Selection Committee members are able to read and absorb. Please clearly identify each proposal item.

**EVALUATION CRITERIA & WEIGHTED VALUES  
EVALUATION COMMITTEE MEMBERS**

**Method of Award** - The project will be awarded based upon the following criteria:

1. Ranking of qualified proposals by the Selection Committee as per the enclosed rating system.
2. Interviews
  - Interviews at the option of the City. If no interviews, then the scores from the Evaluation Criteria Form shall be utilized to determine the top ranked firm to be selected for the project.
  - If interviews are conducted, interviews will be conducted with the top three ranked firms based of the score from the Evaluation Criteria Form.
  - If interviews are conducted, then only the scores from the Interview Evaluation Form will be utilized to select the top ranked firm. It is noted that the Proposed Fee score will carry over from Evaluation Criteria Form to the Interview Evaluation Form.
3. Consideration and approval of the governing body of the City of Santa Fe. The City Council will consider the Public Utilities and Finance. Committees' recommendations and make the final decisions as to award of contract.

**Selection Committee** - The selection committee may consist of representatives from the following departments:

- Finance Department
  - Purchasing Officer or Designee
- Public Utilities Department
  - Wastewater Management Division
    - Director or Designee
    - Engineering Section Engineer(s)
    - Operation Section Representative
  - Water Division
    - Engineering Section
    - Water Resources Section

The City of Santa Fe reserves the right to alter the size and membership of the Selection Committee.

**Interviews** – In the event the City decides to conduct interviews, these will be scheduled by the City of Santa Fe. They will consist of a 1-hr. and 15-minute

***RFP '17/12/P – NUTRIENT LOADING AND REMOVAL OPTIMIZATION STUDY***

presentation by the Proponents, including a question and answer period. At the Interview, firms are expected to introduce and involve the engineering professionals who will be assigned to the Wastewater Management Division project and make them available for questions by the Selection Committee.

## EVALUATION CRITERIA FORM

RFP '17/12/P

### ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT NUTRIENT LOADING AND REMOVAL OPTIMIZATION STUDY

NAME OF FIRM: \_\_\_\_\_

The consultant selection, or short listing for interviews, will be based upon evaluation of the proposal and the Firm's qualifications, relative to the evaluation criteria.

Proposal Component	Weighted Value	(1=low, 10=high)	Total Score	Max Score
<b>Approach/ Methodology:</b> <i>Grasp of project requirements</i>	25			250
<b>Relevant experience of firm and specific qualifications &amp; experience of project team, demonstrated by previous projects</b>	20			200
<b>Past Performance:</b> <i>The quality and timeliness of previous work for the City or other entity; the demonstrated ability to complete projects satisfactorily, to complete work within budget and to meet schedules. The demonstration of interfacing and collaborating with owners. The demonstration of completing a digester project similar in which the client was satisfied.</i>	10			100
<b>Knowledge of Local Conditions:</b> <i>Industry Std. Construction practice; Labor &amp; Trades, bonding, seasonal construction limitations, project site, environmental, regulatory and procurement requirements.</i>	5			50
<b>Work Plan &amp; Project Schedule:</b> Discussion of work elements and time frames	15			150
<b>Work Load:</b> <i>Consultant's staff size related to current uncompleted work and the amount of work proposed under this project. The amount of city work, if any, not yet 75% complete.</i>	5			50
<b>Proposed Fees:</b> <i>Is fee reasonable for scope and schedule? A very low fee may reflect a narrow scope, missing scope or a reduced amount of qualified engineer time. A very High fee may reflect us paying firm's learning curve, higher than normal area pay rates or higher effort than is required.</i>	20			200
<b>Total Score</b>	<b>100</b>			<b>1000</b>

Multiply the Total Score by factor of 1.10 if company has an approved Local Preference Certification form included with proposal.

Please do not minimize the importance of an adequate response in any area.

SELECTION COMMITTEE

EVALUATOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**INTERVIEW EVALUATION FORM**  
**RFP '17/12/P**  
**ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT**  
**NUTRIENT LOADING AND REMOVAL OPTIMIZATION STUDY**

NAME OF FIRM: \_\_\_\_\_

**INTERVIEW EVALUATION CRITERIA**

Criteria	Weighted Value	(1=low, 10=high)	Total Score	Max Score
<b>1. Grasp of project requirements and presentation of management approach/methodology:</b> <i>Evaluation of firm's discussion and analysis of project and local issues;; evaluation of work plan discussion and relationship to fee. Does firm grasp lead times for official actions and do they manage that within their schedule?</i>	25			250
<b>2. Overall technical skills presentation skills:</b> <i>Evaluation of discussion of firm's capability to organize and present concepts and technical information with clarity, and credibility, supported by visual, aids.</i>	25			250
<b>3. Project Management:</b> <i>Evaluation of firm's &amp; specific project team members' style &amp; efficacy; evaluation of firm's intent to interact with and mentor City professional staff; evaluation of project team's relevant experience &amp; creativity; does this discussion tend to support firm's stated qualifications, experience and expertise?</i>	10			100
<b>4. Responses to other relevant issues</b> <i>raised by Selection Committee evaluation of firm's responses to committee 's questions and issues.</i>	20			200
<b>5. Proposed Fees:</b> <i>Is fee reasonable for scope and schedule? A very low fee may reflect a narrow scope, missing scope or a reduced amount of qualified engineer time. A very High fee may reflect us paying firm's learning curve, higher than normal area pay rates or higher effort than is required.</i>	20	Carry over Score from Evaluation Criteria Form		200
<b>Total Score</b>	<b>100</b>			<b>1000</b>

Multiply the Total Score by factor of 1.10 if company has an approved Local Preference Certification form included with proposal:

**Local Preference Score, if applicable: Total Score x 1.10 = \_\_\_\_\_**

Please do not minimize the importance of an adequate response in any area.

SELECTION COMMITTEE

EVALUATOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**INSTRUCTIONS RELATING TO  
LOCAL PREFERENCE CERTIFICATION FORM**

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

**Additional Documentation:** If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

**LOCAL PREFERENCE CERTIFICATION FORM**

RFP/RFB NO: \_\_\_\_\_

Business Name: \_\_\_\_\_

Principal Office: \_\_\_\_\_  
Street Address                      City                      State                      Zip Code

City of Santa Fe Business License # \_\_\_\_\_ (Attach Copy to this Form)

Date Principal Office was established: \_\_\_\_\_ (Established date must be six months before date of Publication of this RFP or RFB).

**CERTIFICATION**

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me by \_\_\_\_\_ this \_\_\_\_\_, day of \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

SEAL

**YOU MUST RETURN THIS FORM WITH YOUR OFFER**

**RESIDENT VETERANS PREFERENCE CERTIFICATION**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

**Please check one box only:**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

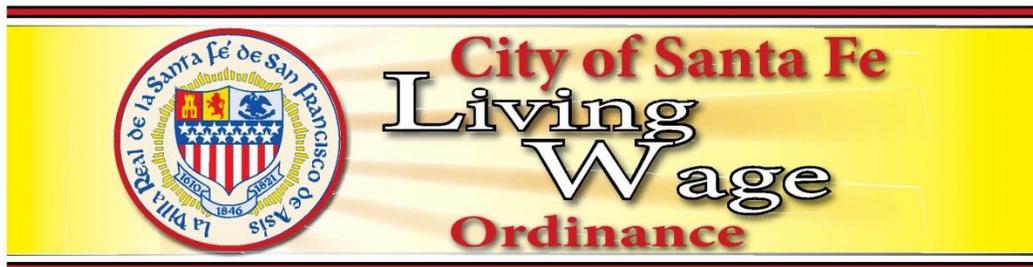
The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

CITY OF SANTA FE LIVING WAGE ORDINANCE



PURSUANT TO THE CITY OF SANTA FE  
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987  
EFFECTIVE MARCH 1, 2016 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF



**Santa Fe's Living Wage**

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

**Who is Required to Pay the Living Wage?**

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at  
<http://www.santafenm.gov>  
(Click on Hot Topics/Living Wage)



# City of Santa Fe Living Wage Ordinance

EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2016  
PARA TODOS LOS TRABAJADORES QUE LABOREN  
DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE  
EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER  
PAGADO ES DE

**\$10.91**  
**POR HORA**

## Salario Mínimo para la ciudad de Santa Fe

- La ciudad de Santa Fe establece salario mínimo por hora.
- Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

### ¿Quién está obligado a pagar el salario?

- La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
- Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares (\$25,000) para la duración de la beca de ciudad o de subvención;
- Empresas requieren contar con la licencia o el registro de la ciudad; y
- Organizaciones sin fines de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
- Para los trabajadores que habitualmente reciben más de cien dólares (\$100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.

Más información, incluyendo la ordenanza del salario, está disponible en  
<http://www.santafenm.gov>  
(haga clic en Hot Topics/Living Wage)



REQUEST FOR PROPOSALS ONLY  
CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and \_\_\_\_\_(the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Engineering services as specified in Exhibit "A" for the preparation of a Paseo Real Wastewater Treatment Plant Nutrient Loading and Removal Optimization Study.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it 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.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed \_\_\_\_\_(\$\_\_\_\_\_), plus/ inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on \_\_\_\_\_ unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not

acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort

Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of

the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Wastewater Management Division  
73 Paseo Real  
Santa Fe, New Mexico 87507

Contractor:

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

- Exhibit A – Scope of Work
- Exhibit B – Project Schedule
- Exhibit C – Fee Schedule
- Exhibit D – Insurance Certificate

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME AND TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

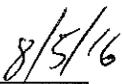
\_\_\_\_\_  
BUSINESS NAME

CRS# \_\_\_\_\_  
City of Santa Fe Business  
Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

   
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52456.510300  
Business Unit Line Item