






Date: June 11, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III 

Via: Regina Wheeler, Public Works Department Director 
Jesse Roach, Interim Public Utilities Director 
Sam Burnett, Facilities Division Director 
Debora Trujillo, Interim Environmental Services Director 
RW (Jun 12, 2025 11:08 MDT)
DEBORA TRUJILLO (Jun 12, 2025 08:31 MDT)

Subject: Amendment #2 for Term Extension for Design of Administrative Offices and Maintenance Facility

Vendor Name: Huitt-Zollars, Inc.

Vendor Number: 2705

ACTION:

Request for Approval of Amendment No. 2 to Professional Services Agreement Item No. 23-0544 with Huitt-Zollars, Inc. for the Design of Administrative Offices and Maintenance Facility to Extend the Term to June 30, 2026. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

CONTRACT NUMBER:

The original Munis Contract Number is 3204322.

BACKGROUND AND SUMMARY:

On August 30, 2023, the City approved a contract with Huitt-Zollars, Inc. for the design of the Environmental Services Division Administrative Offices and Maintenance Facility. Amendment No. 1 was approved in June 2024 for additional scope to design the entry road and make some minor changes to the building design. Unfortunately, due to significant staffing changes in ESD, this design project has fallen behind and additional time is needed to complete the work. ESD has asked the Facilities Management Division to take on management of the project. Amendment No. 2 will extend the term of the contract for an additional year, to June 30, 2026.

The intent is to design a safe, functional workplace for ESD staff, with room for safety training, adequate office and meeting space, and a modern CNG-compliant maintenance facility and wash bay, which will allow more vehicle maintenance to be performed in-house, reducing the cost of repairs and maintenance, and improving preventative maintenance.

ATTACHMENTS:

Amendment No. 2
Current Certificates of Insurance
Amendment No. 1
Original Professional Services Agreement

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Environmental Services/510
Munis Org Name/Number: Admin/Operations/5100345
Munis Expenditure Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: 06/23/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The original contract was procured via Request for Proposal 23/52/P, which was advertised on March 30, 2023, in the Albuquerque Journal, Santa Fe New Mexican, Construction Reporter, and the City of Santa Fe Procurement Library.

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 06/23/2025
CPO Comment/Exceptions: NMSA 1978, Section 13-1-111

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: JOHN BURNETT (Jun 12, 2025 08:42 MDT)

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? Yes | No

Project Ledger Number ESD2451001
Approval: [Signature] Title: Controller Date: 06/12/2025
Comment/Exceptions: _____

Item# _____
Munis Contract# 3204322
Original Contract Item# 23-0544
RFP #: 23/52/P

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES CONTRACT
ITEM# 23-0544**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 30, 2023 the "Contract"), between the City of Santa Fe (the "City") and Huitt-Zollars, 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 Contract, Contractor has agreed to provide the design of Administrative Offices and Fleet Maintenance Facility, to include a Compressed Natural Gas Regulation Compliant designation.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on **June 30, 2026**, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an

annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

2. CONTRACT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Huitt-Zollars, Inc.

ALAN WEBBER/CITY MAYOR

John Jarrard
John Jarrard (Jun 10, 2025 09:18 MDT)

JOHN JARRARD/VICE PRESIDENT

DATE: _____

DATE: 06/10/2025
NMBTIN# 02 279 106 000

ATTEST:

ANDREA SALAZAR/CITY CLERK

CITY ATTORNEY’S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jun 11, 2025 10:44 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER/FINANCE DIRECTOR










Huitt Zollars Amend 2

Final Audit Report

2025-06-11

Created:	2025-06-10
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfZvltMroTjlsEm4Tp8iBNFDBtlWd8I7p

"Huitt Zollars Amend 2" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-10 - 3:10:08 PM GMT- IP address: 63.232.20.2
-  Document emailed to John Jarrard (jjarrard@huitt-zollars.com) for signature
2025-06-10 - 3:10:44 PM GMT
-  Email viewed by John Jarrard (jjarrard@huitt-zollars.com)
2025-06-10 - 3:16:18 PM GMT- IP address: 13.93.232.132
-  Document e-signed by John Jarrard (jjarrard@huitt-zollars.com)
Signature Date: 2025-06-10 - 3:18:04 PM GMT - Time Source: server- IP address: 4.36.160.154
-  Document emailed to klnault@santafenm.gov for signature
2025-06-10 - 3:18:05 PM GMT
-  Email viewed by klnault@santafenm.gov
2025-06-11 - 4:44:35 PM GMT- IP address: 172.59.1.12
-  Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-06-11 - 4:44:48 PM GMT- IP address: 172.59.1.12
-  Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-06-11 - 4:44:50 PM GMT - Time Source: server- IP address: 172.59.1.12
-  Agreement completed.
2025-06-11 - 4:44:50 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2025

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 Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Stacy Brimer PHONE (A/C No. Ext): 972-770-1689 FAX (A/C No.): 972-376-8108 E-MAIL ADDRESS: Stacy.Brimer@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED HUITTZOL Huitz-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	INSURER A : Hartford Casualty Insurance Company NAIC # 29424	
	INSURER B : Hartford Underwriters Insurance Company NAIC # 30104	
	INSURER C : Hartford Fire Insurance Company NAIC # 19682	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 87525147

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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 <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			46UUNOL6HGL	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$1k/\$2k <input checked="" type="checkbox"/> Comp \$1k/\$2k			46UENOL5276	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46XHUOL6HJF	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N/A			46WEOL6H1G	9/1/2024	9/1/2025	<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
A C A	Hired Car Physical Dam: \$100,000 Employee Theft Valuable Papers			46UENOL5276 KB 067367124 46UUNOL6HGL	9/1/2024 9/1/2024 9/1/2024	9/1/2025 9/1/2025 9/1/2025	Hired PD Comp/Coll Employee Theft Included in BPP Limit Ded \$1,000/\$1,000 Limit: \$1,000,000

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

Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
 Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
 Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
 Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
 Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
 Environmental Services Division
 1142 Siler Road
 Santa Fe NM 87507

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2025

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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 Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant	
	PHONE (A/C. No. Ext): (214) 323-4602	FAX (A/C. No.): (214) 503-8899
E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AXIS Surplus Insurance Company		26620
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Huitt-Zollars, Inc.
 5430 LBJ Freeway
 Suite 1500
 Dallas TX 75240

COVERAGES

CERTIFICATE NUMBER: 83994975

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Pollution Liability		✓	EBZ665006/01/2025	1/23/2025	1/23/2026	Per Claim \$1,000,000 Annual Aggregate \$1,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
 A waiver of subrogation is shown in favor of the City of Santa Fe Environmental Services Division that apply on all policies as required by written contract. Re: HZ Project #R316395.01 – City of Santa Design of Admin Offices and Maintenance Facility.

CERTIFICATE HOLDER

City of Santa Fe
 Environmental Services Division
 1142 Siler Road
 Santa Fe NM 87507

CANCELLATION

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

Joe Bryant

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ACORD 25 (2016/03)

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City of Santa Fe New Mexico



Memorandum

DATE: May 20, 2024

TO: Public Utilities/Public Works (May 20, 2024)
Finance Committee (May 28, 2024)
Governing Body (May 29, 2024)

VIA: John Blair, City Manager
Emily Oster, Finance Director
Andy Hopkins, Budget Officer
Travis Dutton-Leyda, Chief Procurement Officer
John E. Dupuis, Public Utilities Department Director

FROM: Lawrence M. Garcia, ESD Fleet Manager

RE: Request for Approval for Amendment No. 1 for increase work on the Design of Administrative Offices and Maintenance Facility

ITEM OF ISSUE:

Recommendation of approval for Amendment No. 1 to Professional Services Agreement for the Design of Administrative Offices and Maintenance Facility with Huitt-Zollars Inc. an increase of \$247,899.00 for a total contract amount of \$1,223,071.12 including Gross Receipt Taxes. Lawrence Garcia (lmgarcia@santafenm.gov) 505-955-2241

BACKGROUND AND SUMMARY:

On August 30, 2023, the city approved a contract with Huitt Zollars Inc. for the Design of Administrative Offices and Maintenance Facility.

The Environmental Services Division (ESD) did not include cost for the design of the entry road, Amendment No. 1 will provide for the design of the entry road and some minor changes to the initial requirement and extend the term for one additional year to assure completion.

This proposal is to create a design for a safe and functional workplace for ESD, including staff safety training, adequate office and meeting spaces, and a modern CNG-compliant maintenance facility and vehicle wash bay. When built, this would allow more vehicle maintenance to be performed in-house, which will reduce the cost of repairs and maintenance, and increase the ability to perform preventative maintenance. The new facility will be designed to accommodate current and future needs, based on projected growth of the City of Santa Fe.

PROCUREMENT METHOD:

The procurement method was a request for proposal 23/52/P which was advertised on March 30, 2023, on the Albuquerque Journal, Santa Fe New Mexican, Construction Reporter, and the City of Santa Fe Procurement Library.

CONTRACT NUMBER:

Munis contract # 3204186

FUNDING SOURCE:

Fund Name/Number: Environmental Services Fund 510
Munis Name/Number: Admin/Operation/5100345
Munis Object Name/Number: WIP/572960

ACTION REQUESTED:

The Public Utilities Department/Environmental Services Division respectfully requests approval to amend professional service agreement Item 323-0544 in the total amount of \$247,899. for the Design of Administrative Offices and Maintenance Facility, with Huitt-Zollars Inc. in the total contract amount of \$1,223,071.12 Inclusive of gross receipt taxes.

Attachment:

1. Amendment No. 1, approved as to form.
2. Letter of intent from Huitt Zollars.
3. Professional Services Agreement approved.
4. Procurement checklist
5. Summary of Contract
6. Vendor W-9
7. Certificate of Insurance Naming the City as second insured
8. City of Santa Fe Business License

Item# 24-0357
Munis Contract# 3204322
Original Contract Item# 23-0544
RFP #: 23/52/P

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #23-0544**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Design of PROFESSIONAL SERVICES CONTRACT, dated August 30, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Huitt-Zollars, 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 Contract, Contractor has agreed to provide the design of Administrative Offices and Fleet Maintenance Facility, to include a Compressed Natural Gas Regulation Compliant designation.

B. Pursuant to Article 14 of the Contract, 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 Contract is amended to include the following:

Contractor to provide design of a new entrance drive from Rufina St. to the new Operations and Maintenance Facility site, approximately 800 feet to the west. The new 35' design will be built to City standards, including pavement design, grading, and drainage. The road design of several driveways entrances to accommodate the existing warehouses and existing Compressed Natural Gas compression facility. Design utilities layout to serve the new operation and maintenance facility as required. The design must include fences along both sides of the road

with gates as required to allow access to the current warehouses.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of two hundred forty-seven thousand eight hundred ninety-nine dollars (\$247,899), so that Article 3, paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed at a rate of one million one hundred twenty-seven thousand eight hundred ninety-nine dollars (\$1,127,899), based upon deliverables, such compensation not to exceed (\$1,127,899), including gross receipt tax. The New Mexico gross receipts tax levied on the amount payable under this Agreement totaling (\$95,172.12) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred twenty-three thousand seventy-one dollars and twelve cents (1,223,071.12). 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 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 these services in excess of the total compensation amount being provided.**

3. TERM:

Article 4. of the Contract is hereby deleted in its entirety and substitute the following Article 4. in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2025, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement does not exceed a total amount of (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

34. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth below.

CITY OF SANTA FE:

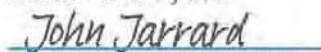


ALAN WEBBER, MAYOR

DATE: Jun 4, 2024

CONTRACTOR:

Huitt-Zollars, Inc.



John Jarrard (Apr 26, 2024 08:34 MDT)

JOHN JARRARD, VICE PRESIDENT

DATE: Apr 26, 2024

CRS# 75-1500178

Registration # 223498

ATTEST:



Alan Webber (Jun 4, 2024 12:04 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Apr 26, 2024 08:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR



April 14, 2024

Mr. Lawrence Garcia
Maintenance Manager
City of Santa Fe
Environmental Services Division
1142 Silar Road
Santa Fe, NM 87507

RE: Additional Design Services for ESD Operations and Maintenance Facility

Dear Lawrence,

Huitt-Zollars is pleased to provide the following fee proposal for additional design services for the above reference project. Per our recent meeting and discussions, I have developed the proposed fee as indicated below. A breakdown of these fees are included on the attached spreadsheet.

SCOPE OF ADDITIONAL SERVICES

NEW ENRTY DRIVE

Provide design services for the construction of a new entrance drive from Rufina St. to the new Operations and Maintenance Facility site, approximately 800 feet to the west. The new 35' wide road will be built to City of Santa Fe standards, including pavement design, grading and drainage, etc. The road will require several driveway entrances to accommodate the existing warehouses and the existing CNG fueling facility. Utilities to serve the new O & M Facility will be installed as required within the ROW of this new road as a part of this project. The road will be fenced along both sides of the road with gates as required to allow access to the warehouses.

Design Services

Pre-Design Meetings and Weekly Project Team Coordination

Schedule and facilitate a pre-design meeting with the Client and applicable City of Santa Fe Departments

Drainage Analysis Report

Prepare, submit and process for approval Drainage Report for approval by the City.

Infrastructure Improvement Plans (60%, 90% Completion):

Prepare and submit Infrastructure Improvement Plans thru the City.

Survey Services

Easement Plat

Category existing documents and perform required field surveys to confirm record boundary.

Perform a boundary survey on three (3) parcels which are

Not Addressed - Tract 1 T17N R9E Sec 33

2950 Aqua Fria Street - Tract 69-303 Being Parcel 2 T17N R9E Sec 33

1142 Rufina Street – T17N R9E Sec 33

Easement Plat Processing

Prepare, submit and process preliminary and final plat thru City.

Design Survey

Utilize City survey monuments and establish project control.

Prepare a design level survey of project limits. Survey will include control, surface features, underground data for sanitary sewer and storm drain.

Reduce data and develop project base map.

DESIGN REVISIONS FOR FIELD OPERATIONS

Provided design services for the additional space required for the Field Operations functions in the new Operations Facility. This will include 6 administration offices, employee break room, training room, with kitchenette for 80 staff members, conference room, lockers and toilet rooms to accommodate up to 85 drives. The fee for this scope of work is included on the attached spreadsheet.

PROJECT PHASING

Provide design services for phasing the design and construction of the project. The phasing of the project is requested to allow bidding and construction of the project to match available funding, as necessary. The Maintenance Building and associated site work will be identified as Phase One and the Operations Building and all associated site work, including the entry drive, will be identified as Phase Two. The drawings will be prepared such that a separate bid can be provided for each phase. The fee breakdown also includes the additional time to develop bid packages for each phase separately and for the added time for construction administration, due to the extended construction period.

Hultt-Zollars' total fee for the additional design services outlined above and as indicated on the attached spreadsheet is a lump sum of \$247,899.00. New Mexico Gross Receipts Tax and reimbursable expenses will be invoiced in addition to these professional fees. All services will be invoiced monthly based on a percentage of work completed. We look forward to continuing our working relationship with you and the Environmental Services Division and are ready to start the work. Please do not hesitate in calling me if you have any questions or need any additional information.

Please let me know if you have any questions or if you need any additional information.

Sincerely,

Hultt-Zollars, Inc.

A handwritten signature in blue ink, appearing to read 'John Jarrard', written over a circular stamp or seal.

John Jarrard, AIA
Vice President

Additional Design Services for
ESD Operations & Maintenance Facility
City of Santa Fe

Manhour Estimate

April 14, 2021

HR	HR	HR	HR	Month	Hour	HR	HR
PM	CM	CDR/Arch	Eng	QA/QC Tech	CM	HR	HR

SCOPE OF SERVICES

- Final Verification / as BUILT Documentation
- Meetings with City Departments
- Design Analysis
- Preliminary Design Documents
- Design Review Meetings
- Final Design Documents
- Construction Administration

Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour
PM	CM	CDR/Arch	Eng	QA/QC Tech	CM	HR	HR	HR	HR	HR	HR
56	208	111	618	111	40	111	111	111	111	111	111
12,200.00	50,427.00	59,808.00	0	0	0	0	0	0	0	0	4,538.00
140,975.00											
26,000.00											
22,000.00											
159,075.00											

Update All Drawings

Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour
PM	CM	CDR/Arch	Eng	QA/QC Tech	CM	HR	HR	HR	HR	HR	HR
35	9	60	23	15	60	60	60	60	60	60	0
120.00	271.00	195.00	231.00	225.00	195.00	195.00	195.00	195.00	195.00	195.00	168.00
3,520.00	0	9,640.00	2,648.00	3,208.00	9,640.00	9,640.00	9,640.00	9,640.00	9,640.00	9,640.00	27,794.00

Update Drawings

Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour	Manhour
PM	CM	CDR/Arch	Eng	QA/QC Tech	CM	HR	HR	HR	HR	HR	HR
0	38	24	16	16	40	40	40	40	40	40	24
0	311.00	113.00	322.00	322.00	322.00	322.00	322.00	322.00	322.00	322.00	141.00
0	8,240.00	4,728.00	10,560.00	10,560.00	8,240.00	8,240.00	8,240.00	8,240.00	8,240.00	8,240.00	7,257.00
0	31,084.00	0	0	0	0	0	0	0	0	0	18,200

TOTAL PER

1

247,098.00

**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 Hult-Zollars, 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 Building Design for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [one year], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City:

Design a Fleet Maintenance facility with a Compressed Natural Gas Compliant (CNGC) H-2 designation which meets all local, state, and federal regulations, to include a minimum of four drive through bays to accommodate up to eight vehicles. The maintenance facility shall include, but is not limited to, a room to store parts and equipment, oil storage area, two pits for truck lifts, overhead piping for all fluids, overhead crane trolley, a vehicle exhaust system, and a standalone truck wash bay. The Maintenance area will house seven staff members and will require three administrative offices. Included within the same building and separated by an interior wall, a facility for field operations supervisor/managerial staff to include but not limited to, six administrative offices, a training room with kitchen to accommodate eighty staff members for meetings, breaks/meals, restrooms with showers and lockers for fifty-six drivers.

Design will also include an administration facility to include but not limited to, a public foyer with service window which meets American with Disabilities Act, and all local, state, and federal

regulations. Administrative offices to accommodate fourteen staff personnel, a conference room, a break area with kitchenette, restroom facility, storage spaces, and utilities closets.

The facility design shall incorporate innovative elements equivalent to gold leadership in Energy and Environmental Design (LEED) rating system for new construction standards, including but not limited to, alternative water, energy efficiency and renewable energy technologies.

The design will also include geotechnical inspection and report; environmental and cultural investigation and report; professional survey to determine existing grades and utilities; existing utility locates to support the design, construction drawings and specifications; and a building access layout such as sidewalks, parking areas, and storm and surface water retention areas.

The proposed facilities shall be designed to create safe and functional working space for the Environmental Services Division (ESD). Contractor to work with Procurement Manager, Project Manager and Designated representatives to determine the requirements of the facility.

A. Programing.

Schedule kick-off meeting to include the Procurement Manager, Project Manager, and designated City staff representatives to understand the goals and requirements of the scope of work, project goals, and requirements.

Schedule and attend meetings for written schedule updates, innovative alternative, and project summary. These meetings may be weekly, biweekly, or monthly as required to meet the contract requirements. The meetings shall be either virtual or in-person as appropriate to achieve goals and project requirements.

Written narrative for required upgrades to proposed property and provide a written summary to the procurement manager and project manager, to assure all facilities meet the requirements set forth by the City.

Provide directives on the most advantageous design and construction applications.

Prepare Written geotechnical investigation report as required by local, state, and federal regulations.

Prepare Written cultural investigation report as required by local, state, and federal regulations.

Provide professional survey of the site to determine property boundaries, existing grades, features and utility locations.

B. Schematic Design.

Written project summary, including narrative report on all-design aspects of the proposed facilities

Written summary of site analysis of the existing and proposed plans to meet the design requirements.

Written basic floor plans for each level of the facilities.

Basic furniture, and equipment layout of the proposed facilities.

Multiple sections and elevations for all buildings.

Review and adhere to all building code & local regulations that might be impacted by project.

Include a narrative of incorporated equipment which shall be included in the construction.

C. Design development.

Updated site plan(s) including operational equipment:

Floor plans, building sections, and building elevations.

Reflected ceiling plan(s) including operational equipment.

Provide finish, window, and door schedules/design.

Provide details of key ideas,

Preliminary electrical, plumbing, heating, ventilation, and air conditioning, communications, and fire protection plans, and recommended fixtures and furniture.

Equipment included in construction.

Parking structures, including sidewalks, and surface and stormwater retention.

Draft project manual with division 1 specifications and table of contents for all other divisions.

A complete set of construction drawings (ready for permits, and construction); floor plans, ceiling plans, electrical, communications/It, mechanical, plumbing, fire protection and all necessary elevations, details/sections, and finish specifications.

Provide complete project manual including instructions to billers (ITB), division 1 and all other specification sections necessary to construct a complete project.

Lead public outreach efforts per City of Santa Fe Emergency News Network (ENN) Requirements.

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.

3. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of eight hundred eighty thousand dollars (\$880,000), based upon deliverables, such compensation not to exceed (\$880,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$74,254.40) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$954,254.40). 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.

4. 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 does not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. 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.

6. **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.

7. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the city and are not employees of the city. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this 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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **Conflict of Interest: Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this 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.

14. Amendment.

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

B. If the City proposes an amendment to the 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.

15. Entire Agreement.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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.

Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

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.

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

22. 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.

23. 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, 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.

24. 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.

25. 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.

26. 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.

27. 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:

Lawrence Garcia
1142 Siler Road
Santa Fe, NM 87507
lmgarcia@santafenm.gov

To the Contractor:

Huitt-Zollars Inc.
John L. Jarrard, Vice President
6501 American Pkwy NE Suite 830
Albuquerque, NM 87110-5308

28. 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.

29. 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.

30. Non-Collusion.

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

31. Default/Breach.

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

32. Equitable Remedies.

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

33. Default and Force Majeure.

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

scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

DATE:

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

GB MTG 08/30/2023

CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Sep 7, 2023 17:29 MDT)

EMILY OSTER, FINANCE DIRECTOR

ESD FUND 510/5100396

Org. Name/Org#: 572 960

CONTRACTOR:

Hult-Zollars Inc.



Joseph M. Gallegos (Aug 7, 2023 05:54 MDT)

JOHN L. JARRARD, VICE PRESIDENT

DATE: Aug 2, 2023

CRS# 75-1500178

Registration #2234987

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Huitt Zollars Inc.

Procurement/contract Title: Design of Administrative and Maintenance Facility

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

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

Requesting Department: Public Utilities

Staff Name: Lawrence Garcia

LG
LG

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 type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>City of Santa Business License</u>	<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 page, and items to be purchased)			
<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 type="checkbox"/>	<input checked="" type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Lawrence Garcia (505) 955-2241 LG

ESD Fleet Manager

April 15, 2024

Department Point of Contact

Title

Date

Apr 29, 2024

John D. ... (Apr 29, 2024 13:23 MDT)
Department Director

Date

Jorann Lovato Montano

Chief Procurement Officer

May 1, 2024

Date

N/A

ITT Representative

Title

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Huitt-Zollars, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5430 Lyndon B Johnson Freeway, Suite 1500

6 City, state, and ZIP code
Dallas, TX 75240

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

7	5	-	1	5	0	0	1	7	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶

1/4/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2023

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 Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Stacy Brimer PHONE (A/C, No, Ext): 972-770-1689 FAX (A/C, No): 972-376-8108 E-MAIL ADDRESS: Stacy.Brimer@MarshMMA.com
	INSURER(S) AFFORDING COVERAGE
INSURER A: Hartford Casualty Insurance Company	NAIC # 29424
INSURER B: Federal Insurance Company	NAIC # 20281
INSURER C: Hartford Underwriters Insurance Company	NAIC # 30104
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1451036384 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		46UUNOL5275	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	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 <input checked="" type="checkbox"/> Coll \$1K/\$2K <input checked="" type="checkbox"/> Comp \$1K/\$2K		46UENOL5276	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		46XHUOL5274	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		46WEOL6H1G	9/1/2023	9/1/2024	<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
A B A	Hired Car Physical Dam: \$100,000 Employee Theft Valuable Papers		46UENOL5276 82241508 46UUNOL5275	9/1/2023 9/1/2023 9/1/2023	9/1/2024 9/1/2024 9/1/2024	Hired PD Comp/Coll Employee Theft Included in BPP Limit Ded \$1,000/\$1,000 Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504

CANCELLATION

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
Stacy Brimer

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Waiver of subrogation form #WC00 edition 03/13 and #WC04 edition 03/06 and #WC420304B applies to the Workers Compensation policy.

Additional Insured form #XL0003 edition 09/16 applies to the Umbrella policy.
Waiver of Subrogation form #XL0003 edition 09/16 applies to the Umbrella policy.
Umbrella is follow form pursuant to form #XL0003 edition 09/16

Notice of Cancellation form #IH0307 edition 6/11 applies to the General Liability policy.
Notice of Cancellation form #WC99 edition 03/94 and #WC990531 applies to the Workers Compensation policy.
Notice of Cancellation form #IH0307 edition 6/11 applies to the Umbrella Liability policy.
Notice of Cancellation form IH0307 edition 06/11 applies to the Auto Liability policy.

The General Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Auto Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Umbrella policy includes additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Umbrella policy includes waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Auto Liability, Worker's Compensation and Umbrella Liability policies include a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

RE: HZ No.: R316395.01 – City of Santa Fe Admin Office and Maintenance Facility.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2024

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 Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant
	PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway Suite 1500 Dallas TX 75240	E-MAIL: RSCcertrequest@risk-strategies.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: AXIS Surplus Insurance Company NAIC# 26620
	INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES

CERTIFICATE NUMBER: 78276130

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Pollution Liability	<input checked="" type="checkbox"/>	EBZ665006/01/2024	1/23/2024	1/23/2025	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
 Re: HZ Project # R316395.01, City of Santa Fe Admin Office and Maintenance Facility.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 200 Lincoln Avenue
 Santa Fe NM 87504

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

Joe Bryant

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ACORD 25 (2016/03)

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

BUSINESS REGISTRATION

Business Name: HUITT-ZOLLARS INC
DBA: HUITT-ZOLLARS INC

Business Location: 6501 AMERICAS PARKWAY NE STE 830
ALBUQUERQUE, NM 87110

Owner: KIM KEMPER

License Number: 223498

Issued Date: December 04, 2023

Expiration Date: December 04, 2024

GRS Number: 02279106000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

HUITT-ZOLLARS INC
6501 AMERICAS PARKWAY NE 830
ALBUQUERQUE, NM 87110

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

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

TO BE POSTED IN A CONSPICUOUS PLACE











PACKET_Huitt-Zollars_ESD_Amend #2_05 29 2025_CG1 ELK2 RW

Final Audit Report


2025-06-12


Created:	2025-06-11
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAFT0E1IX1I9RxdYpaMjOxcyVTNsnIV1r0


"PACKET_Huitt-Zollars_ESD_Amend #2_05 29 2025_CG1 ELK 2 RW" History


-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-06-11 - 8:43:21 PM GMT- IP address: 63.232.20.2
-  Document emailed to Caryn Grosse (cggrosse@ci.santa-fe.nm.us) for signature
2025-06-11 - 8:47:23 PM GMT
-  Email viewed by Caryn Grosse (cggrosse@ci.santa-fe.nm.us)
2025-06-11 - 9:46:11 PM GMT- IP address: 98.60.115.216
-  Document e-signed by Caryn Grosse (cggrosse@ci.santa-fe.nm.us)
Signature Date: 2025-06-11 - 9:46:33 PM GMT - Time Source: server- IP address: 98.60.115.216
-  Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature
2025-06-11 - 9:46:39 PM GMT
-  Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
2025-06-12 - 2:30:41 PM GMT- IP address: 104.47.65.254
-  Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
Signature Date: 2025-06-12 - 2:31:01 PM GMT - Time Source: server- IP address: 98.32.45.87
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-06-12 - 2:31:06 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-06-12 - 2:42:23 PM GMT- IP address: 174.238.225.86
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-06-12 - 2:42:42 PM GMT - Time Source: server- IP address: 174.238.225.86





 Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-06-12 - 2:42:47 PM GMT


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2025-06-12 - 5:05:33 PM GMT- IP address: 104.47.64.254


 Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-06-12 - 5:06:07 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to rawheeler@santafenm.gov for signature
2025-06-12 - 5:06:13 PM GMT

 Email viewed by rawheeler@santafenm.gov
2025-06-12 - 5:08:36 PM GMT- IP address: 76.18.67.54

 Signer rawheeler@santafenm.gov entered name at signing as RW
2025-06-12 - 5:08:48 PM GMT- IP address: 76.18.67.54

 Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-06-12 - 5:08:50 PM GMT - Time Source: server- IP address: 76.18.67.54

 Agreement completed.
2025-06-12 - 5:08:50 PM GMT