



Date: July 24, 2025

To: Governing Body

From: Tim Farrell, Facilities Division Property Development Manager *Timothy Farrell*

Via: Regina Wheeler, Public Works Department Director *Regina Wheeler*
Sam Burnett, Facilities Division Director *John Burnett*
Regina Wheeler (Jul 28, 2025 10:39:34 MDT)
JOHN BURNETT (Jul 27, 2025 15:08:14 MDT)

Subject: Midtown Remediation and Demolition

Vendor Name: Keers Facility Services, LLC

Vendor Number: 7887

ACTION:

Request for Approval of Construction Contract with Keers Facility Services in the Total Amount of \$938,322 Including NMGRT for Remediation and Demolition Services at Midtown Required to Implement the Approved Master Plan. (Tim Farrell, Facilities Division Property Development Manager; tgfarrell@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis Contract Number is 3250629.

BACKGROUND AND SUMMARY:

The Facilities Division issued an Invitation to Bid for Phase 1 Remediation and Demolition services for selected buildings at Midtown. The procurement scope was developed based on Section 3.7 of the Midtown Master Plan Phase 1 Urban Design Vision which identifies areas for Phase 1 redevelopment which requires demolition of Luke Hall, LaSalle Hall, Kennedy Hall, and Apartments A/B & C/D. Keers Remediation Inc. was the sole qualified respondent.

The Contractor will provide remediation and demolition services of LaSalle Hall, Apartments A/B, and Apartments C/D. All of these buildings are decommissioned, present an active nuisance and risk of incident, and are in the way of new infrastructure. Work is planned to be completed in the Fall of 2025. Funding is available from legislative appropriation grants.

After this Phase 1 demolition of La Salle Hall and the Apartments, a Phase 2 demolition contract will be developed to demolish additional buildings which could include Luke, Kennedy, King, Alexis, and or Alumni Halls.

ATTACHMENTS:

Construction Contract
Proposal
Certificate of Insurance
Horizons Service List
CPO Determination

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Legislative Appropriation
Munis Org Name/Number: MetroRedev/2120128
Munis Object Name/Number: WIP Constr/572970

Budget Officer/Designee: Andy Hopkins Date: 08/21/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method for this contract is the Invitation to Bid No. 25111, dated April 21, 2025.

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 08/22/2025
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

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

Vehicles included? Yes | No

Approval: _____ Date: _____
Comment/Exceptions: _____

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

Approval: [Signature] Date: _____
JONNY BURRILL (1) (JUL 27, 2025 15:08:14 MDT)
Comment/Exceptions: _____

Capital Asset or Project? Yes | No

Project Ledger No.: _____
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

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

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Keers Facility Services, LLC**, 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor will provide remediation and demolition services for multiple buildings, structures and related facilities located at the City’s Midtown Campus at 1600 St Michaels Drive, Santa Fe, NM 87501. The Contract will cover the initial projects listed below and any additional on-call services as required.

Initial Buildings will be:

- LaSalle Hall Dormitory
- Student Apartments A and adjacent laundry facility
- Student Apartments B and adjacent laundry facility

The City anticipates a ninety (90) day period in which each remediation and demolition project should be completed after a Notice to Proceed is issued. Liquidated damages of \$100.00 per day will be assessed for failure to complete all work within 90 days.

The Contractor will perform or provide all services related to the project and obtain all required permits. Contractor represents that all tasks will be performed in accordance with professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. Contractor will comply with the regulations, laws, ordinances and requirements of all governmental impact applicable to assigned project.

Environmental Reports and Remediation

The City of Santa Fe has obtained environmental reports prepared by a New Mexico licensed

Environmental Consultant Company and the reports will be provided by the City to the Contractor and Contractor will perform remediation as set forth in the reports and under the conditions below.

Remediation

The work is to include all preparation and work needed to properly remove and dispose of identified hazardous, contaminated or environmentally hazardous materials located in and around the buildings at the Midtown Campus. For Asbestos abatement, Contractor will provide employees, subcontractors, or agents to perform this work in accordance with all Environmental Protection Agency (EPA) regulations as set forth in the National Emission Standards for Hazardous Air Pollutants (NESHAP) guidelines. For lead paint and hazardous material abatement, Contractor will provide employees, subcontractors, or agents to perform this work in accordance with all EPA regulations as set forth in Title IV of the Toxic Substances Control Act (TSCA) as well as other authorities in the Hazard Reduction Act of 1992. The Contractor/subcontractor will assume responsibility for all EPA fines including those attributable to the Using Agency if the Contractor/subcontractor is found to be illegally, intentionally, or accidentally releasing any regulated asbestos or hazardous material. Prior to the removal of any asbestos or hazardous material the Contractor/subcontractor shall provide a written statement to the City certifying that they will abide by these EPA regulations and guidelines.

SPECIFICATIONS

The structures will be remediated as specified in the environmental reports and then demolished., Contractor shall make the lot(s) ready for new construction upon completion prior to invoicing.

The contractor shall be responsible for the following:

- A. Compliance with all applicable laws, ordinances and codes of the federal, state and local governments and shall commit no trespass on any public or private property in performing any of the work as outlined. Contractor shall obtain all licenses, certifications, and inspections required City, County, State, and/or Federal law, and provide copies of all permits, certificates, and other proofs of compliance prior to a Notice to Proceed being issued by the Director of the City’s Public Works Department, Facilities Division, or a person the Director designates in writing (“Facilities Director”).
- B. Locating and protecting services, curbs, gutters, sidewalks, streets, and roadways and notifying utility providers to remove their respective service if required (e.g., PNM, FM Mechanical for Gas, City of Santa Fe Water Dept.). The Contractor shall terminate and cap off all existing utilities at the street right of way, subject to approval by City code enforcement inspectors.
- C. Completely demolish and remove the entire structure including all related and unrelated, attached and detached, surface and subsurface structural systems, materials, fixtures and utility systems, all pavement, concrete slabs, piers, foundations, poles, posts and all other improvements including all related and unrelated as described, all stumps, specified trees, shrubs, and vegetation.
- D. Removing the cement materials and ensuring proper recycling at a recycling facility such as Mountainair Concrete, located in Mountainair, NM.
- D. Removing overgrown brush, dead trees and/or fallen limbs, any trees within fifteen feet of the structures as well as any saplings on the lot(s). Contractor shall thoroughly clean the premises and remove project waste materials, rubbish, tools, demolition equipment,

machinery, surplus materials, vegetation, downed trees, rubble, debris, etc. from the property to the satisfaction of the Facilities Director and properly dispose of or recycle removed materials at landfills, transfer stations, and recycling centers approved by the Facilities Director for each respective type of waste in compliance with local codes and laws. All dump fees and receipts for this demolition project will be submitted to the City along with invoices.

- E. Providing dust control.
- F. Uniformly grading the lot(s) including backfilling with material approved in writing by the Facilities Director in all excavated areas and grading to the elevation necessary to provide positive surface drainage to all areas of the site. Erosion control will be used on the lot(s) where needed to provide proper surface drainage away from the surrounding properties, leaving all surfaces clear, clean and uniformly smooth.
- H. Disking, raking, seeding with native grass, and covering all seed with straw.
- J. Immediately repairing damage to adjacent structures, sidewalks and streetscape , at the Contractor's expense.
- K. N.

Additional Specifications

- B. A. Reuse of Materials – No materials from the project are proposed for reuse by the City.
- C. Salvage of Materials – The Contractor shall take ownership of all scrap/salvage materials.
- D.
- E. Responsibility for Temporary Facilities – The Contractor will be responsible for all temporary facilities necessary to successfully complete the project – to include, but not limited to, portable restrooms, site fencing, site security, water, etc. Contractor must also obtain water from a fire hydrant with the rental of a hydrant meter from the City of Santa Fe.
- F. Properties Adjacent to the Premises – Caution and care must be exercised to prevent damage to adjacent structures, sidewalks and streetscape. Contractor shall apply to the Facilities Director for all street closures at least 48 hours in advance.

The City reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of the project, should the City feel it is in its best interest to provide this extraordinary oversight and assistance.

The City reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate termination of the Contract. Any employee of the Contractor found in violation of any law, while on the City's property, may be prosecuted.

Materials Storage

- A. Materials or equipment for any remediation will be delivered to the project in the manufacturer's original sealed, labeled containers and will be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

B. Storage of materials and construction equipment shall be coordinated with the City.

Task Order

Contractor will accept all Task Orders from the Facilities Director. Contractor will accept Task Orders from other City of Santa Fe staff only with written approval of the scope of work from the Facilities Division Director.

The Contractor will be required to provide On-Call Remediation and Demolition for any number of the activities listed under Scope of Work upon the request of the City’s Facilities Director or Director of Public Works. When a service is identified, the City will provide, at a minimum, a detailed scope of work and/or drawings defining work required. Each project will be individually described in a “Task Order”. The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the work in the applicable Task Order is complete and the premises where remediation occurred is turned over to the City Final completion is the date when the project is totally complete, the punch list work complete and the Facilities Director has approved the Contractor’s final pay application/invoice. The terms and conditions of the Contractor’s Contract will apply to all Task Orders.

Upon receiving the City’s Task Order, the Contractor will promptly visit the site and compare the scope of work and/or drawings to the existing conditions and provide a written quote for all services called for in addition to the requirements set forth in the Contract. The Contractor will be required to provide a written quote based upon the rates submitted in the Bid Form and a cost summary to include the work to be performed and the amount of time required for the completion of the project and submit to the City at no cost to the City. Project schedules, negotiated price, and completion dates will be determined on a project-by-project basis and be dependent upon the urgency of that task. Failure to respond to the City’s requests may be grounds for termination of this Contract. The Contractor will not commence work until the City’s Facilities Director or Director of Public Works provides a Notice to Proceed.

OTHER CONSTRUCTION RELATED TERMS AND CONDITIONS

Mediation

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties will endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, will be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA 1978, Section 13-4C-1 et seq.) except that before any party may select a mediator, it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation will proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work

If a Task Order is issued for demolition services, the following terms will apply when applicable:

- A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor will provide and maintain an inspection system acceptable to the City covering the services under the Task Order. Complete records of all inspection work performed by the Contractor will be maintained and made available to the City or other party to the Task Order during the term of performance of the Work and for as long thereafter as required.
- C. During and after the completion of demolition, the City has the right to inspect and test for proper and completed Remediation (as set forth above in "Remediation"). The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the City performs Environmental inspections or tests on the premises, the Contractor will furnish, and will require subcontractors to furnish, at no increase in Task Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services does not conform with the requirements, the City may require the Contractor to re-perform the services in conformity with the requirements at no increase in Task Order price. When the defects in services cannot be corrected by re-performance, the City may:
 - 1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
 - 2. reduce the Task Order price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the City may:
 - 1. Perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - 2. cancel the Task Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE TASK ORDER/CONTRACT.

Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the City may determine. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

If at any time there is a delay in the critical path of a Task Order due to postponement by the Contractor or a subcontractor, or an increase in the price due to the Contractor's failure to perform work according to the schedule approved in the Task Order and Notice to Proceed, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Permits and Fees

- A. IF APPLICABLE — The Contractor will secure and pay for any building permit and other permits and governmental fees, licenses and inspections, and Certificate of Occupancy necessary for proper execution and completion of the Work (permits as set forth in “Additional Specifications” above). Changes or modifications to the Work shall include all requirements of this paragraph.
- B. The Contractor will comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
- C. Any Certificates of Inspection, use and occupancy required under law will be delivered to the City upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule in the Task Order. Contractor will deliver a photocopy of the Building Permit to the City employee authorizing the Task Order and any City-contracted engineer or project manager as soon as it is obtained.

Schedule, Progress Meetings and Reports

- A. The Contractor, promptly upon receiving a Notice to Proceed issued by the Facilities Director or Director of Public Works and before the first payment application, shall prepare and submit for the City’s information a Critical Path Demolition Schedule for the Task Order that indicates the intended start and completion of the various demolition activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule will be a GANTT type schedule and will not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values. An updated schedule shall be presented with any change orders, and an updated schedule shall be presented if requested by the City’s Project Manager.
- B. The Contractor will perform the Work in general accordance with the most recent schedule submitted to the City.
- C. Progress meetings will be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor will keep any meeting minutes as needed. Progress schedules will be updated regularly. A three-week look-ahead schedule should be presented at every project meeting.
- D. The Contractor will prepare a daily report each day the Contractor, subcontractors or any other entity performs work on the project. The daily reports will be maintained at the site and be well organized. The City may request copies at any time. The reports shall include as appropriate:
 - 1. Report date and who prepared the report;
 - 2. Weather conditions – low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
 - 3. Companies present by name and their number of workers, work location, total man hours that day for each company;
 - 4. Equipment – type, source, units of work done, location of work, hour meter reading;
 - 5. Material brought to site – description, units, quantity, quality, location, time;
 - 6. Visitors to site – name, company, time;
 - 7. safety concerns – company, contact, noticed by, work activity, safety issue, requirement, outcome; and
 - 8. Quality assurance and control – company, description of issue, specification section, issued by, etc.

Close-out Requirements

The Contractor will submit to the City a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate demolition work will also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

- A. Work associated with Punch List(s);
- B. All Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed.

Warranty

The Contractor will warrant its work for materials and for workmanship furnished and performed under the Contract for a period of one (1) year minimum from the date of Substantial Completion. The Contractor will warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of Substantial Completion.

This Contract is without assurance of quantity or dollar amount of work to be performed.

Minimum Requirements of Qualifications

Contractor is required to have a valid Contractor's license issued by the Construction Industries Division (CID) and be classified to perform the type of work to be undertaken, as set forth in NMSA 1978, Section 60-13-12.

All personnel working on the project and providing services under a Task Order shall be experienced and certified in all areas related to this work and required by the Contract. Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services.

Price Schedule

Hourly rates are required for the three (3) levels of personnel:

- A. **Superintendent:** a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.
- B. **Journeyman or Experienced Worker:** a person licensed by the State for work required and being performed or a person with many years of experience with a high rate of pay.
- C. **Laborer:** a person with minimal experience, performing minor forms of labor.

Materials and Parts

Contractor will submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor will provide verification that the materials purchased were used for the project. Any unused, billed for materials shall be turned over to the City.

The City of Santa Fe requires that all materials will be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials will be used on the project. Recycled materials specifically prepared for reuse to meet “LEED” certification may be permitted with written approval of the Facilities Director.

The Contractor shall furnish all tools, equipment, materials, supplies, and manufactured articles and furnish all labor, transportation, and services, including fuel, power, water, and essential communications, and perform all work or other operations required for the fulfillment of the Contract in strict accordance with the contract documents for each Task Order.

The Contractor hereby acknowledges and assures the City that it has sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.

For each Task Order, the Contractor shall complete all work, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

1. Contractor will be responsible for adherence to the Contract documents, specifications and approved directives and change orders.
2. Contractor will be responsible for City and State CID requirements and permit.
3. Contractor will be responsible for verifications of all existing conditions, measurements and dimensions.
4. Contractor will be responsible for all permits, fees, and State and/or City inspections associated with the construction.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition or citizenship status (though citizenship status may impact hiring and retention under federal law). The Contractor will be required to conform to state, federal, and local Equal Employment Opportunity laws and regulations.

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of eight hundred sixty-seven thousand three hundred and eleven dollars (\$867,311.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is shown in Exhibit A “Pricing” and determined as follows:

Base Bid	\$ 867,311.00
Gross Receipts Tax (8.1875%)	\$ 71,011.09
<i>Base Bid plus NMGR</i>	\$ 938,322.09

The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed nine hundred thirty-eight thousand three hundred twenty-two dollars and nine cents (\$938,322.09). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Facilities Director. 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 twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

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

E. **Notice of Extended Payment Provision for Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **6 (six) months from the date of final approval signature.**

4. Termination

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

B. **Notice; City Opportunity to Cure.**

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

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

3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

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

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

A. When a task order is approved in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon

the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Contract compensation, as outlined in Article 2; or
- 5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;

- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

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

All terms and conditions of **ITB #25111** and the Contractor's response to such document(s) are incorporated herein by reference and are included in the order of precedence.

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

17. Penalties for Violation of Law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers' Compensation

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

21. Other Insurance

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

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

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

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

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

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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees for counsel of the City's choosing, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees, agents, or contractors. 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 Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the City.

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

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

To the City:

Tim Farrell
Property Development Manager
City of Santa Fe - Facilities Division
2561 Siringo Road, Building E
Santa Fe, NM 87505
tgfarrell@santafenm.gov

To the Contractor:

Chris Lara
Service Coordinator
Keers Facility Services LLC
5904 Florence Avenue NE
Albuquerque, NM 87113
clara@keers.com

28. Authority

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

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the Contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until:

1. approved by the Governing Body; and
2. signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which 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 billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.


N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

ALAN WEBBER, CITY MAYOR
DATE: _____

CONTRACTOR:
Keers Facilities Services LLC




Cameron Kilcup (Jun 27, 2025 13:26 MDT)
CAMERON KILCUP, MANAGING MEMBER
DATE: 06/27/2025
NMBTIN #: 03-383880-00-1

ATTEST:

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:



Kevin L. Nault (Jun 27, 2025 13:55 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

Keers Facility Services Construction Contract

Final Audit Report

2025-06-27

Created:	2025-06-27
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhXPY2RpPIX6SvIrPVJtAc4ZVI4dq8b8J


"Keers Facility Services Construction Contract" History

 Document created by MATTHEW HARDING (mrharding@santafenm.gov)

2025-06-27 - 4:37:59 PM GMT- IP address: 63.232.20.2

 Document emailed to camkilcup@keers.com for signature

2025-06-27 - 4:39:54 PM GMT

 Email viewed by camkilcup@keers.com


2025-06-27 - 4:53:51 PM GMT- IP address: 96.72.10.145

 Signer camkilcup@keers.com entered name at signing as Cameron Kilcup

2025-06-27 - 7:26:43 PM GMT- IP address: 73.98.3.113

 Document e-signed by Cameron Kilcup (camkilcup@keers.com)

Signature Date: 2025-06-27 - 7:26:45 PM GMT - Time Source: server- IP address: 73.98.3.113

 Document emailed to klnault@santafenm.gov for signature

2025-06-27 - 7:26:47 PM GMT

 Email viewed by klnault@santafenm.gov

2025-06-27 - 7:54:35 PM GMT- IP address: 172.59.1.12

 Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault

2025-06-27 - 7:55:15 PM GMT- IP address: 172.59.1.12

 Document e-signed by Kevin L. Nault (klnault@santafenm.gov)

Signature Date: 2025-06-27 - 7:55:17 PM GMT - Time Source: server- IP address: 172.59.1.12

 Agreement completed.

2025-06-27 - 7:55:17 PM GMT



Proposal/Service Agreement

Project Title: ITB 25111 Midtown Demolition
 Proposal Number: 25-103-Revised Proposal 04/19/25
 Date: April 19, 2025

EXHIBIT A

Submitted to:	<u>Mr. Timothy Farrell</u>	Project Name:	<u>ITB 25111 MIDTOWN DEMOLITION</u>
Client:	<u>COSF Facilities Division</u>	Project Location:	<u>SANTA FE, NM 87501</u>
Mailing Address:	<u>2651 Siringo Rd. Bldg. E</u>	Telephone/Fax:	<u>1-505-955-5935</u>
City/State/Zip:	<u>Santa Fe, NM 87505</u>	Email Address:	<u>TGFARRELL@SANTAFENM.GOV</u>

SCOPE OF WORK

The proposed work consists of the following:

Type of Services	<input checked="" type="checkbox"/> Building Demolition LaSalle Hall, Student Apartments A, B & Laundry Facilities <input checked="" type="checkbox"/> Other: Building Demo & Waste Disposal Haul Off
Scope of Work	<ul style="list-style-type: none"> • Student Apartments A, B and Laundry Facilities, Sandia, Jemez, Sangre de Cristo and Ortiz apartment buildings. • Demolition and hauling per walk-thru of existing 2 story buildings (Sandia, Jemez, Sangre de Cristo and Ortiz) in their entirety (approximately 34,640 sf), including roofing system, interior/exterior frame wall partitions, furniture, • concrete slab, concrete footings, asphalt (approximately 24,440 sf), trash encloser, concrete sidewalk and concrete curb and gutter (approx. 702lf. • LaSalle Building: • Demolition and hauling per walk-thru of existing 2 story building in its entirety (approximately 31,515 sf) including roofing system, interior/exterior wall partitions, 2nd level concrete slab, 1st level concrete slab, concrete footings, furniture, countertops, windows and doors. • Seeding of all three work sites is included in this proposal. • The student apartments A & B still need the asbestos survey performed.
Project Locations	Midtown Site located at 1600 Saint Michaels Drive., Santa fe, NM.
Specific Project Exclusions	Asbestos containing materials less than 1% by point counting/lead based paint, utility disconnections, capping of utilities, owner salvage items in LaSalle Hall. excavation for utilities, off site work, traffic control, underground utility work, shoring/bracing, unearth debris removal, dewatering, water pumping, geo textile fabric, base coarse, compaction testing, rock excavation, backfill, surveying, removal of pier soils, work not specified in this proposal, bond, unforeseen conditions. Asbestos abatement in the student apartments A & B.
Proposed Time Frame	Approximately up to 90 working days Monday through Friday for the building demolition and debris hauling.
Treatment/Storage/Disposal Facility	A landfill that accepts construction debris in Santa Fe, NM.
Other Details	The City of Santa Fe, to move items out of LaSalle Hall before the building is demolished. All items in student apartments will be salvaged or demolished by the demolition contractor.

Proposal/Service Agreement

Project Title: ITB 25111 Midtown Demolition

Proposal Number: 25-103-Revised Proposal 04/19/25

Date: April 19, 2025

TECHNICAL PROCEDURES

In completing the scope of work, all technical procedures employed will be in accordance with the Keers' proprietary QualPRO® Quality system. Our 193-page QualPRO manual consists of work practice procedures, checklists, and forms that our employees and supervisors use to provide you with a quality, end result in compliance with applicable EPA, OSHA, USHUD, NMED, TDH, and DOT governmental regulations.

WASTE MANAGEMENT

Unless otherwise indicated all asbestos-containing waste will be permanently disposed of at the Special Waste Disposal's landfill (EPA permit No. SWM-013035(SP). Hydrocarbon contaminated soils/water will be treated at the Special Waste Disposal's Hydrocarbon Landfarm Facility (NMED permit No. DP-1012). Both facilities are located in Torrance County, New Mexico.

LIABILITY PROTECTION

This proposal includes \$1,000,000 of hazardous substances specific general liability, auto and workmen compensation insurances, written with A-Rated insurance carriers.

This proposal includes use of the Keers proprietary project documentation system **ProDOC™**. This system consists of: regulatory notifications, daily logs, visual and final inspection reports, air monitoring reports, manometer logs, final inspection report, and waste manifests. **ProDOC™** documents important regulatory/liability information for the protection of the facility owner.

REGULATORY COMPLIANCE

This project is subject to one or more of the following Federal governmental regulation or equivalent delegated State regulation: OSHA (29 CFR 1910 and 1926), EPA (40 CFR 260-299, 40 CFR 763, Subparts E and G), National Emission Standards for Hazardous Air Pollutants (NESHAPS 40 CFR 61, Subpart M), and DOT (49 CFR 100-177) and 24 CFR Part 35. This Proposal/Agreement is in compliance with the applicable regulatory sections.

PROJECT QUALITY/SAFETY ASSURANCE

This project proposal includes our 107-point QA/QC (health, safety, quality and regulatory Control) job site inspection program.

IMPORTANT NOTICE REGARDING REMOVAL OF ASBESTOS FLOORING

Our services are intended to remove asbestos-containing materials only. If flooring products are re-installed, it is the installer's responsibility to prepare the floor for reinstallation according to manufacture's recommendations and requirements. Keers will not be responsible for floor preparation.

Proposal/Service Agreement

Project Title: ITB 25111 Midtown Demolition

Proposal Number: 25-103-Revised Proposal 04/19/25

Date: April 19, 2025

IMPORTANT REMINDER: REGULATORY NOTIFICATIONS

Asbestos

On most asbestos abatement projects, a notice of intent to remove asbestos must be filed with the local NESHAPS regulatory authorities, 10 working days before work can begin. In many locations, local regulatory agencies bill the owner a fee based on the number of asbestos removal units stated on the notification. If you need help estimating what this fee is in your area, please ask your local Keers' Service Coordinator.

Toxic Mold

On some mold remediation projects, a notice of intent to remediate mold must be filed with the local regulatory authorities, (Texas: 5 working days.)

Lead

On some lead abatement projects, a notice of intent to remove lead must be filed with the local or national regulatory authorities, (Texas: 7 working days, USHUD: 5 business days.)

Proposal/Service Agreement

Project Title: ITB 25111 Midtown Demolition
Proposal Number: 25-103-Revised Proposal 04/19/25
Date: April 19, 2025

Submitted to:	MR. TIMOTHY FARRELL	Project Name:	ITB 25111 MIDTOWN DEMOLITION
Client:	COSF FACILITIES DIVISION	Project Location:	SANTA FE, NM 87501
Mailing Address:	2651 SIRINGO RD. # E	Telephone/Fax:	1-505-955-5935
City/State/Zip:	SANTA FE, NM 87505	Email Address:	TGFARRELL@SANTAFENM.GOV

PRICING: ITB 25111 Midtown Demolition

BUILDING DEMOLITION LASALLE HALL STUDENT APARTMENTS A & B INCLUDING THE ATTACHED LAUNDRY FACILITIES	\$ 867,311.00
PLUS, NM GRT @ 8.1875%	71,011.09
TOTAL WITH NM GRT FOR BUILDING DEMOLITION SERVICES	\$ 938,322.09

Note: We reserve the right to withdraw this proposal if not accepted within 30 days.

Keers Facility Services, LLC Signature: Christopher Lara Date: 04/19/25
Name/Title: Christopher Lara, Service Coordinator, E-mail: clara@keers.com

Limitation of Authority: Proposals over \$50,000 require Keers corporate review and signature by an officer and approval to be valid.

Reviewed and approved by: _____ Date: _____
Name/Title

CUSTOMER ACCEPTANCE

The above proposals (pages 1-6) are hereby accepted. You are authorized to complete the work as described.

Client Signature: _____

Name/Title: _____ **Date:** _____

Please Return to:

Keers Facility Services, LLC
5904 Florence Ave. NE, Albuquerque, NM 87113
Telephone: (505) 823-9006 or Toll Free 800-327-8642
Fax: (505) 823-2766 or Above Email Address

**Service Center Located in
El Paso, Texas**

Proposal/Service Agreement

Project Title: ITB 25111 Midtown Demolition

Proposal Number: 25-103-Revised Proposal 04/19/25

Date: April 19, 2025

General Conditions

Scope of Work

Keers Facility Services, LLC (Contractor) agrees to furnish necessary labor, materials, supplies, equipment and tools to perform and complete in a professional workmanlike manner, the services described in the proposal.

Payment

100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the contractor will submit invoices monthly, or as otherwise agreed, for completed portions of services or additional work authorized pursuant to Paragraph 5 herein. Client agrees to pay the invoiced amount within 20 days from date of invoice. Any payment not received by Contractor within 30 days shall be considered delinquent and the amounts due contractor shall accrue a late charge of 1 percent per month for each month from date of invoice. In the event any payment due Contractor under the terms of this Agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.

Standard of Care

a. While performing services under this agreement, Contractor shall exercise the degree of skill ordinarily exercised where performing the kind of services stated in the "Scope of Work".

b. Contractor assumes no responsibility for errors in public data utilized, statements from sources outside of Contractor, or developments resulting from situations outside the control of the contractor.

c. The standard of care set forth herein is the sole and exclusive standard of care that will be applied to measure Contractor's performance of the services or the creation of its work product.

There are no other representations or warranties made by Contractor. In particular, but not by way of limitation, Contractor makes no representation or warranty that the implementation or use of the recommendations, findings, conclusions, or final results produced as a result of performing the services will result in compliance with applicable law or provide a perfect result. Furthermore, with regard to microbial remediation, the contractor makes no warranties, claims, or guarantees that mold has been forever eliminated. It is possible that mold may return, unless the environment which supports mold growth is altered, which may or may not be possible, even given the best efforts of the contractor. Moreover, to the extent allowed by law, any and all implied representations or warranties arising out of the services are hereby expressly disclaimed and negated. **IN PARTICULAR, BUT NOT BY WAY OF LIMITATION, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

Time For Performance

The work will be completed within the calendar days as described in the scope of work, or as expeditiously as possible.

If the Contractor is delayed at any time in the progress of the work by any act or omission of the Client, or by its officers, directors, employees, agents and assigns ("Representatives"), or by any separate contractor employed by the Client, or by changes ordered in the work, or by labor dispute, fire, unusual delay in transportation, adverse weather conditions, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the owner pending arbitration, then the contract time shall be extended by agreement for such reasonable time as required.

Additional Work

The Client, without invalidating the agreement, may order changes in the work within the general scope of the agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All such changes in the work shall be authorized in writing. The cost or credit to the Client resulting from a change in the work shall be determined by one or more of the following: (1) by mutual agreement of either a fixed fee and/or unit price to be multiplied by the units worked in determining the total sum; (2) hourly rate per

man hour multiplied by the man hours expended; or (3) by other mutually agreeable cost methods. If the outcome of the completed work indicates that additional or different work is required: the Contractor will notify the Client and will use his best professional judgment in assisting the Client in deciding how to proceed. The cost of services will be equitably adjusted by written change order or supplemental agreement between both parties.

Access, Approvals, Permits

Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. Unless expressly stated in the proposal as the responsibility of contractor.

Client Provided Information

Work will not commence until the Contractor has received a duly executed copy of this contract. The Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) all necessary or appropriate data to the Contractor in connection with its performance under this agreement.

Any data furnished shall be furnished at the Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures, or other installations, unless the express responsibility of the Contractor as stated in the "Scope of Work".

Safety

In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time claimed by the Contractor on account of emergency work shall be determined as set forth, under the Additional Work section.

Hazardous Substances

Nothing herein shall be construed or interpreted as requiring Contractor to assume the status of a generator of any hazardous substances or hazardous materials, as those terms are defined under any applicable federal, state and local laws, statutes regulations, ordinances, rules or orders. If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders, ("Hazardous Substances") are encountered at the site, and if these Hazardous Substances require handling, transportation or disposal at an off-site facility, Contractor will assist in advising the Client of his options. However, Contractor will not "arrange" for disposal of, accept title to, sign manifests for, or take control of any Hazardous Substances, unless expressly stated in the "Scope of Work". Client shall indemnify and hold Contractor harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to handling, transportation and disposal of any Hazardous Substances in the course of Contractor's performance of this Agreement

Restoration

The Client understands that in the normal course of work, some minor damage to property may occur including damage to landscaping, pavement, sprinkler systems, and interior building finishes. While the Contractor will act to minimize damage, the Client understands that the cost of restoration is not included in this agreement unless expressly stated in the scope of work.

Independent Contractor

Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over its personnel and operations. Neither Contractor nor its subcontractors shall be, or shall be construed to be Client's

Proposal/Service Agreement

Project Title: ITB 25111 Midtown Demolition

Proposal Number: 25-103-Revised Proposal 04/19/25

Date: April 19, 2025

employees or agents, or have authority to bind Client in any way.

Indemnity

a. Contractor shall indemnify and hold harmless Client, and its respective officers, directors, employees, subcontractors, agents and assigns ("Representatives"), from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Contractor or its Representatives; and, provided that such injury, death, or property damage is not caused by the sole or contributory negligence of Client, or its Representatives; and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance coverage and limits of liability identified in this proposal or the total cost of services under of this agreement, whichever amount is less.

b. Client shall indemnify and hold harmless Contractor, and its Representatives, from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Client or its Representatives; and provided further that such injury, death, or property damage is not caused by the sole or contributory negligence of Contractor or its Representatives.

c. The provisions this paragraph shall survive the completion of the work or the termination of the agreement between Contractor and Client.

Dispute Resolution

All claims, disputes and other matters in question between the Contractor and Client arising out of, or relating to, this agreement or breach thereof, shall be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association, unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of demand for arbitration shall be filed in writing with the other party to the contract agreement within a reasonable time after the claim, dispute or other matter in question has arisen.

Subcontractors

The Contractor reserves the right to remove any person, firm or corporation (Subcontracted to the Contractor) from participation in the services being provided to the Client.

Termination

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the Client has failed to make payment as provided in this agreement for work performed, or has otherwise

stopped the contractor's work, then the Contractor may at his option provide three (3) days notice to the Client, terminate this agreement and recover from the Client, payment for all work completed, with all costs arising out of such termination.

Sample Handling and Retention

Generally, test samples or specimens are consumed and/or substantially altered during analysis. Contractor, at its sole discretion, will cause disposal of test samples, unless Client requests otherwise, in writing.

Reporting

By virtue of entering into this Agreement and providing services hereunder, Contractor does not assume responsibility for any conditions at the site that may present a danger, either potential or real, to the health, safety or the environment, except as set forth in the "Scope of Work".

Client hereby agrees to promptly notify Contractor of any Hazardous Substances and any special risk to human health, the environment or equipment on site of which Client is or becomes aware. By virtue of entering into this agreement or of providing services hereunder, Contractor does not assume control of or

responsibility for reporting to any federal, state or local public agencies or governmental authorities any conditions at the site that may present a potential danger to health, safety, or the environment.

Waste Characterization

Prior to Contractor's performance of any services under this agreement, Client shall provide Contractor with an accurate waste characterization, which fully informs Contractor of the chemical, physical and hazardous characteristics of any waste to be managed pursuant to this agreement, unless the express responsibility of Contractor as stated in "Scope of Work". Client shall promptly notify Contractor if the waste characterization, or process generating the waste, changes in any respect during the term of this agreement.

Non-conforming Waste

Within a reasonable time after receipt of waste, Contractor may reject any waste that does not materially conform to the characterization or sample provided to Contractor by Client. Contractor shall immediately orally notify Client of such rejection and the manner in which the waste is non-conforming and shall confirm such oral notification in writing within a reasonable period of time. In the event of such rejection, Contractor shall have the right to: (a) return the waste to Client; or (b) arrange for treatment or disposal of the waste at another permitted facility. In any event, Client shall pay all additional fees and costs incurred in the handling of non-conforming waste, including, without limitation, transportation, storage, treatment, and disposal charges.

Title To Waste

Title, responsibility and risk of loss for waste conforming to the waste characterization shall pass from Client to Contractor as follows: (a) if Contractor provides transportation, upon departure of the Contractor vehicle carrying the waste from Client's site; (b) if Client provides transportation, upon acceptance of the waste at the Contractor facility or facility designated by Contractor.

Entire Agreement

The agreement and any referenced attachments constitute the entire agreement between Contractor and Client and supersedes all prior or oral or written representations or agreements. This agreement shall not be modified except in writing and signed by both parties.

Severability

If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties.

Applicable Law and Venue

This Agreement shall be governed by the laws of the state of New Mexico. All actions, disputes, claims or other matters arising from this agreement shall be decided per the "Disputes Clause" in Albuquerque, New Mexico.

Limitations of Liability

In no event will the contractor be liable to the Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits that result in any way connected with the services provided herein.

The Client agrees that the liability of the contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with the services provided will not exceed the amount the Client originally paid the contractor for the service, or the available insurance identified elsewhere in the agreement, whichever amount is less.

Additional Named Insureds

Other Named Insureds

Keers Environmental, LLC

Keers Facility Services, LLC

Keers Industries dba Keers Environmental

Keers Industries, Inc dba Special Waste Disposal

Keers Industtries, Inc

Keers Remediation Inc dba Keers Clean

Keers Remedition Inc dba Keers Proclean

Special Waste Disposal Inc

ADDITIONAL COVERAGES

Ref #	Description Professional	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount 5,000	Deductible Type Per Claim	Premium
Ref #	Description Pollution	Coverage Code POL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount 5,000	Deductible Type Other	Premium
Ref #	Description THIRD PARTY CLAIMS EXPENSE	Coverage Code TPCLE	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description EMERGENCY Remediation Costs	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description COV A & B	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount 5,000	Deductible Type	Premium
Ref #	Description Limited cyber Liability	Coverage Code	Form No.	Edition Date	
Limit 1 50,000	Limit 2 25,000	Limit 3	Deductible Amount 1,000	Deductible Type	Premium
Ref #	Description THIRD PARTY CLAIMS EXPENSE	Coverage Code TPCLE	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Mold	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount 5,000	Deductible Type Per Claim	Premium
Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date	
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

ADDITIONAL COVERAGES

Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Terrorism Premium	Coverage Code TTER	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium



Services Offered to the City of Santa Fe (2025)

Approved:

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

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

Permissive:

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

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

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

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [KAHAHANE, ELIZABETH L.](#); [Purchasing DET](#)
Subject: Re: Determination Request – Demolition Services
Date: Friday, November 8, 2024 5:07:26 PM
Attachments: [image001.png](#)

Hello, demolition is construction.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

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

Internal Link: https://intranet.santafenm.gov/finance_1

Chart, text



From: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Friday, November 8, 2024 5:06:39 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: RE: Determination Request – Demolition Services

Aloha,

A friendly reminder... Thank you!

Best,

Elizabeth “Lisa” Kahahane

Contract Administrator | Facilities Division | Public Works Dept.

Email: elkahahane@santafenm.gov

M: (505) 795-2439

O: (505) 955-5934

From: KAHAHANE, ELIZABETH L.

Sent: Wednesday, November 6, 2024 3:05 PM

To: Purchasing DET <purchasing_det@santafenm.gov>

Subject: Determination Request – Demolition Services

Good afternoon,

Facilities Division is requesting a SOW determination for the following:

- The City of Santa Fe is seeking bids from qualified companies to provide demolition services for multiple buildings at 1600 St Michaels Drive (Midtown Site).

Please let me know if additional information is required.

Thank you!

Best,

Elizabeth “Lisa” Kahahane

Contract Administrator | Facilities Division | Public Works Dept.

Email: elkahahane@santafenm.gov

M: (505) 795-2439

O: (505) 955-5934













GB Packet_Midtown Remediation Demo_07 17 2025 ELK2 SB RW2 TF2

Final Audit Report

2025-07-28


Created:	2025-07-24
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoj_Nzrq4ySj6K3qTyD05AUeqRkCXPrz-

"GB Packet_Midtown Remediation Demo_07 17 2025 ELK2 SB RW2 TF2" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-07-24 - 7:49:52 PM GMT- IP address: 63.232.20.2
-  Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2025-07-24 - 7:54:49 PM GMT
-  Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2025-07-24 - 8:00:09 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2025-07-24 - 8:01:57 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-07-24 - 8:01:59 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-07-24 - 9:45:10 PM GMT- IP address: 104.156.39.164
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-07-27 - 9:08:00 PM GMT- IP address: 73.228.3.65
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-07-27 - 9:08:14 PM GMT - Time Source: server- IP address: 73.228.3.65
-  Document emailed to rawheeler@santafenm.gov for signature
2025-07-27 - 9:08:17 PM GMT
-  Email viewed by rawheeler@santafenm.gov
2025-07-27 - 9:08:20 PM GMT- IP address: 20.159.64.152

 Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler

2025-07-28 - 4:39:32 PM GMT- IP address: 63.232.20.2

 Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2025-07-28 - 4:39:34 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-07-28 - 4:39:34 PM GMT










GB Packet_Midtown Remediation Demo_07 17 2025 ELK2 SB RW2 TF2


Final Audit Report

2025-08-28


Created:	2025-08-21
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1AVcuNOpPvE-Fpj3xUTm70S3SCdw-YCh

"GB Packet_Midtown Remediation Demo_07 17 2025 ELK2 SB RW2 TF2" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2025-08-21 - 10:01:00 PM GMT- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-08-21 - 10:09:35 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-08-21 - 10:39:30 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-08-21 - 10:42:08 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda
(tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-08-21 - 10:42:11 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-08-21 - 10:51:20 PM GMT- IP address: 129.222.143.121
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-08-22 - 5:50:58 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-08-22 - 5:51:02 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-08-27 - 7:49:55 PM GMT- IP address: 104.47.65.254

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-08-28 - 1:00:11 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-08-28 - 1:00:11 AM GMT