



Michael J. Garcia, Mayor

Purchasing Memo

Date: May 15, 2026

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Zoe Isaacson, River and Watershed Manager *zoi*

Via: Sam Burnett, Interim Public Works Director *SB*

Melissa McDonald, Parks and Open Space Division Director *MMc*

Carol Swenson, Public Works Business Operations Manager *CS*
YVONNE SWENSON

Subject: Santa Fe River Improvements at Cristobal Colon

Vendor Name: Jocelyn Water and Sewer, LLC

Munis Vendor Number: 11478

ACTION:

Request for Approval of Construction Contract with Jocelyn Water and Sewer, LLC for the Santa Fe River Improvements at Cristobal Colon in the Amount of \$767,195 through June 30, 2030. (Zoe Isaacson River and Watershed Manager: zrisaacson@santafenm.gov)

COMMITTEE REVIEW:

Public Works and Utilities Committee: June 1, 2026

Finance Committee: June 8, 2026

Governing Body: June 10, 2026

CONTRACT NUMBER:

The FY26 Munis contract number is 3260428.

City Council

Alma G. Castro, District 1

Elizabeth "Liz" Barrett, District 2

Lee Garcia, Mayor Pro Tem, District 3

Jamie Cassutt, District 4

Patricia Feghali, District 1

Paul C. Bustamante, District 2

Pilar F.H. Faulkner, District 3

Amanda Chavez, District 4

BACKGROUND AND SUMMARY:

In 2018, Santa Fe experienced an extreme precipitation event that caused widespread damage throughout the Santa Fe River corridor, including significant failure of several grade control structures. This project builds upon prior work to repair the riparian corridor using more robust designs to help mitigate against future risks.

The purpose of this project is to re-establish channel grade stability by repairing five A-weir boulder cross vane grade control structures located between Camino de la Vuelta and Camino Rio. The design incorporates salvaged boulders from the failed structures and reconstructs them as more resilient, grouted grade control features. The use of grouting will enhance structural integrity and reduce the risk of erosion and failure during future high-flow events.

The work will include reconstruction of the failed structures as grouted boulder ramps featuring integrated stilling basins, cutoff sills, and subsurface drain tiles to mitigate erosion and seepage risks.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: City Drainage/231

Munis Org Name/Number: Stormwater/2310411

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 05/21/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

The bid opening took place on March 30, 2026 with three successful bidders. Jocelyn Water and Sewer, LLC was the apparent low bidder and after a review of the bid, the Public Works Department concurs with the recommendation of award.

Chief Procurement Officer (CPO)/Designee: [Signature] **Date:** 05/21/2026

CPO Comment/Exceptions: _____

AP (May 21, 2026 08:33:48 MDT)

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: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: EPM2423103 _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Construction Contract No. 3260428

ITB# FY26-Const. ITB-075

Bid Tabulation

Vendor's Response

Horizon's Declination

CPO Determination

COI

Business License



CITY OF SANTA FE

CITY OF SANTA FE

CONSTRUCTION CONTRACT

Santa Fe River Improvements at Cristobal Colon - Construction

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Jocelyn Water and Sewer, 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

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for *Santa Fe River Repair at Cristobal Colon - Construction (Bid Number FY26-Const. ITB-075)*

1. Site Preparation - The Contractor shall review the final construction plans, perform an initial site survey, and clearly mark all features scheduled for demolition and/or protection. All necessary permits (including, but not limited to, erosion control, traffic management, and environmental compliance) shall be obtained prior to mobilization. The Contractor is responsible for all construction staking and related surveys, mobilizing equipment, establishing staging areas, and implementing site-specific traffic control measures as required to begin the project safely and in compliance with governing agencies. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad.

2. **Removal & Demolition** - The scope includes selective demolition of existing grade control structures and gabion baskets within the project area. Project managers will mark all rock and gabion baskets to remain in place, as well as rock to be reused to construct the grouted boulder ramps. Any debris removed by contractor and not repurposed into the new grade control structures shall be removed and properly disposed of per project specifications and local regulations; costs associated with disposal are considered incidental to the overall project cost. Existing native trees and shrubs shall be protected to the maximum extent practicable per project specifications. Non-native trees in area of disturbance with a diameter at breast height (DBH) less than 6 inches shall be removed.

3. **Earthwork & Grading** - Contractor shall perform excavation, cutting, and filling operations as needed to bring the site to the required subgrade elevations. This includes compaction of subgrade materials and shaping of the terrain to support proper drainage, trail alignment, and structural stability of new improvements. All earthwork shall conform to the specified grading tolerances and compaction requirements. Construction staking should be replaced as needed by surveyor to ensure locations and elevations are met.

4. **Installation of Grouted Boulder Structures** - New boulder A-weir cross vein grade control structures shall be built and grouted per project specifications and may include salvaged boulders. Boulders shall be placed as tightly together as possible (without touching) while providing enough room between them to thoroughly vibrate the grout and to ensure no gaps in the grout. Concrete cutoff sills will be installed to help hold structures in place. Refer to sheet SPECS1 of the construction drawings for details.

5. **Erosion Control & Site Restoration** - This project will not require an Environmental Protection Agency (EPA) issued Construction General Permit, however, a comprehensive Stormwater Pollution Prevention Plan (SWPPP) detailing both temporary and permanent erosion control measures will be required. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad. This may involve the installation of silt fences, sediment traps, erosion control blankets, or other best management practices (BMPs) as approved by the Project Manager. Final site restoration shall include the placement of topsoil, seeding, and vegetation in all disturbed areas to stabilize the site and prevent future erosion. Revegetation shall be completed using seed mixes and tree planting compliant with current NM Department of Transportation (NMDOT) standards or as specified in the construction drawings.

6. **Traffic Control Plan** - A Traffic Control Plan shall be prepared and implemented to ensure the safety of pedestrians, vehicles, and workers during construction. The Contractor shall provide all required traffic signage, barricades, flagging operations, and detours in accordance with applicable City of Santa Fe and Manual on Uniform Traffic Control Devices (MUTCD) standards. The work zone must always remain safe and accessible.

7. **Mobilization, Demobilization & Final Cleanup** - The Contractor shall mobilize all labor, materials, and equipment necessary to perform the work. Upon completion of construction, all temporary

installations, debris, staking, excess materials, and equipment shall be removed from the site. Final cleanup shall return the site to a neat, orderly condition, satisfactory to the Engineer and the City. All final restoration work, including revegetation and erosion control measures, shall be verified for compliance prior to demobilization. as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions.

The Contractor shall be responsible for all permits, bonds, Workforce Solutions requirements, fees, and State inspections associated with the construction.

- B. Project: Santa Fe River Repairs at Cristobal Colon
- C. City Department: Public Works/Parks and Open Space
- D. Distribution: City Contractor

2. COMPENSATION

- A. Payment. The City shall compensate the Contractor for the services described in the scope of work, the City agrees pay the Contractor \$709,134.00. The services in the contract include GRT levied at the rate of 8.1875% equaling \$58,060.35. The total compensation for the contract including GRT is \$767,194.35.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

3. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 4 years from the date of final signature unless terminated pursuant to Paragraph "Termination" or Paragraph "Appropriations". A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

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.
- a. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - b. 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.
 - c. 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 "Appropriations," of this Contract.
- B. 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 construction contract is awarded 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:
- a. 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
 - b. 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 City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. RELEASE

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

11. CONFIDENTIALITY

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

12. PRODUCT OF SERVICE - COPYRIGHT

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

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 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 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 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 "Termination" 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 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:
- a. Deliverable requirements, as outlined in the Scope of Work;
 - b. Due date of any Deliverable, as outlined in the Scope of Work;
 - c. Compensation of any Deliverable, as outlined in the Scope of Work;
 - d. Contract compensation, as outlined in "Compensation"; or
 - e. Contract termination, as outlined in "Termination".
- 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:
- a. 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.
 - b. 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 the **ITB FY-26-CONST.ITB-075** and the Contractor's response to such document(s) are incorporated herein by reference and is 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 \$1,000,000 per occurrence 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, 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 or agents. 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 legal counsel of 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, NMSA 1978, Section 41-4-1, et. seq., 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 affect-ed 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: Public Works / Parks and Open Space Zoe Isaacson, River & Watershed Manager 1142 Siler Rd, Building C Santa Fe, NM 87507 zisaacson@santafenm.gov 505-955-6853	To the Contractor: Jeremy Jocelyn Jocelyn Water and Sewer, LLC 18759 Range Pole Pt Big Lake, MN 55309 jocelynwands@outlook.com (612) 607-9306
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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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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:

CONTRACTOR:

JOCELYN WATER AND SEWER, LLC.

MICHAEL GARCIA, MAYOR

Jeremy Jocelyn
Jeremy Jocelyn (May 15, 2026 09:23:53 EDT)
JEREMY JOCELYN, PRESIDENT

DATE: May 15, 2026

NMBTIN: 417991

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (May 15, 2026 09:18:40 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips
ANDREA PHILLIPS (May 21, 2026 11:08:13 MDT)
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



The City of Santa Fe (City), Central Purchasing Division (CPD)

INVITATION TO BID (ITB)

Santa Fe River Repair at Cristobal Colon

ITB#: FY26-Const. ITB-075

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- 6. VENDOR QUESTIONNAIRE
- 7. BID
- 8. Attachments

Attachments:

- A - Pre-Con Meeting Location - Santa Fe River Repair at Cristobal Colon
- B - Pre-Bid Meeting Attendance SFRCC_031626
- C - Stamped Construction Plans - Santa Fe River Repair at Cristobal Colon
- D - Design and Floodplain Model Report Amended - SFRCC
- E - EOPCC Final - SFCC - February 27, 2026
- F - NMDWS Wage Decision
- G - Draft Contract - Santa Fe River Repairs at Cristobal Colon

1. DEBARRED OR SUSPENDED CONTRACTORS

A business (e.g., contractor, subcontractor, supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual, ordinance or NMSA 1978, Sections 13-1-177 through 13-1-180, and 13-4-17, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

2. PROCUREMENT AND CONTRACTING REQUIREMENTS

2.1. Solicitation Information

Solicitation No.: FY26-Const. ITB-075

Project Title: Santa Fe River Repair at Cristobal Colon

Issue ITB:	March 11, 2026
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Pre-Bid Conference (Mandatory):	March 16, 2026, 1:00pm John Griego Vietnam Veterans Memorial Park - 1610 Paseo de la Conquistadora, Santa Fe, NM 87501
Deadline for Pre-Bid Questions:	March 20, 2026, 5:00pm
Response to Pre-Bid Questions:	March 23, 2026, 5:00pm
Electronic Bid Submittal Deadline:	March 30, 2026, 1:55pm
Bid Opening Date, Time and Link (Non-Mandatory):	March 30, 2026, 2:00pm https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fmeet%2F263489892392%3Fp%3D%2FSpy25c&data=05%7C02%7Crdgabaldon%40santafenm.gov%7C9d738605619a4b2442c208de634fcac7%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C639057391513127341%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlIsIkF0IjoiTWVpbCIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=%2Fd3RiDvBqlR4pRhD%2FclK6zwPXwMRaSk7u0mtKXes5E%3D&reserved=0

BIDS RECEIVED AFTER THE ABOVE BID DUE DATE AND TIME WILL NOT BE ACCEPTED.

2.2. ITB Access and Bid Submission

- A. Bidders may contact ONLY the Department Project Manager and the CPD regarding this procurement by asking questions on the Q&A page of this project or at the following email addresses:
Project Manager: Claire Jordy
Email: csjordy@santafenm.gov
CPD: purchasing_ITB@santafenm.gov
Other city employees do not have the authority to respond on behalf of the Project Manager.
- B. Bidders shall promptly notify the Project Manager and the CPD of any ambiguity, inconsistency, or error that they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.
- C. Bids shall be valid for ninety (90) days subject to action by the City.

D. Solicitation packets are available in the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/santafenm>.

It is each Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via OpenGov by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through OpenGov as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

- Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

2.3. Bid Opening

- A. Public bid openings, will be held Virtually at the following link: [Virtual Bid Opening Link](#)
The bid tabulations will be available on the results page of this procurement.
- B. The City of Santa Fe is committed to ensuring accessibility for all individuals, including those with disabilities. Bid openings are conducted virtually and include features such as closed captioning, which participants can enable during the session. If you experience technical issues or have specific concerns related to accessibility, you may contact the Chief Procurement Officer (CPO) or their designee in advance.
- C. CPO contact information is:
Travis Dutton-Leyda, CPO
purchasing@santafenm.gov
- D. The CPO reserves the right to reject any bids or to waive any non-substantial irregularity in bids received as long as it doesn't affect the price, quantity, or quality of the bid, whenever such rejection or waiver is in the best interest of the City.
- E. The Bidding Documents and subsequent Work Orders contain a time for completion of the work by the successful Bidder and further impose liquidated damages for failure to comply with that time.
- F. Bidders shall be responsible for verifications of all existing conditions, measurements, and dimensions before responding to this bid.

3. INSTRUCTIONS TO BIDDERS

3.1. Examination of Bidding Documents and Site

- A. Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the work, and (c) study and carefully correlate the Bidder's

observations with the Bidding Documents, (d) at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine a Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

- B. The lands and properties upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are primarily inside the City Limits of Santa Fe.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this ITB and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- D. It shall be the responsibility of the successful awarded contractor to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) and the City such permits or licenses required to carry out the construction. Construction Industries Division website is as follows: <https://www.rld.nm.gov/construction-industries/>

3.2. Bidding Documents

- A. Copies of Bidding Documents:
 - a. This record contains all complete bidding documents. The City does not assume responsibility for errors or misinterpretations.
 - b. Deposits are not required for plans obtained through OpenGov.

3.3. Interpretations

- A. All questions concerning this solicitation must be submitted through the Questions & Answers section of the solicitation's page in OpenGov.
- B. Responses will be posted directly on the same page and visible to all registered vendors. If a question results in a material change to the solicitation, a formal Addendum will be issued through OpenGov. Vendors will receive an automated email notification when an Addendum is posted. Questions must be submitted no later than ten (10) calendar days prior to the Bid opening date. Only information provided in written Addenda shall be considered binding.

3.4. Substitute Material and Equipment

- A. The Contract, if awarded, will be based on materials, labor and equipment described in the Specifications without consideration of possible substitute ("of equal" or "or equal") items. Whenever it is indicated in the Specifications that substitute ("of equal" or "or equal") items of material or equipment may be furnished or used by the Contractor if acceptable to the Owner, application of such acceptance will not be considered by the Owner until after the "effective date of the Contract." The procedure for submittal of any such application by the Contractor and consideration by the Owner is set forth in the Contract Documents.

3.5. Amendment/Addenda

- A. Oral and other interpretations or clarifications will be without legal effect. No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make assessment for an amendment or addendum.
- B. Any and all such interpretations and any supplemental instructions will be in the form of written amendments or addenda to the specifications which, if issued, will be delivered electronically to all prospective bidders not later than three (3) days prior to the date fixed for the opening of the bids.
- C. Failure of any bidder to receive any such amendment or addendum or interpretations shall not relieve such bidder from any obligation under a bid as submitted. All amendments or addenda so issued shall become part of the contract documents.
- D. Procurement amendments are processed through OpenGov. If amendments (addenda) are processed,
 - before bids are submitted, ensure bids reflect the amendments;
 - after bids are submitted, bidders must update the bid by clicking “modify” and updating the associated area(s)* to ensure bid reflects the amendment.

*Bidders must replace the previously submitted documents if the amendment affects uploaded documents.
- E. The City reserves the right to not comply with these time frames if a critical change, which will be written in amendment or addendum, is required or if the bid deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

3.6. Form and Style of Bids

- A. Bids shall be submitted in OpenGov.
- B. All addenda will be acknowledged when submitting in OpenGov.

3.7. Bid Security

- A. Bid security, made payable to the City of Santa Fe, in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by cashier’s check.
- B. The Bid security shall pledge that the Bidder will enter into a Contract with the City in accordance with the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the City as liquidated damages, not as a penalty.
- C. The City will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed, and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- D. When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.

- E. If a Bidder is permitted to withdraw a Bid before award, no action shall take place against the Bidder or the Bid Security.

3.8. Pre-Bid Conference

- A. The City may conduct an on-site mandatory Pre-Bid Conference prior to the Bid opening date. All pre-bid conferences shall be stated in the Invitation for Bid.
- B. The City and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.
- C. Questions and requests for clarification are to be submitted via the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/santafenm/projects/239141>
- D. Responses to questions will be written and issued electronically as Amendment or Addenda. No verbal response shall be binding.

3.9. Resident Preference

To qualify for a Resident Preference, a vendor must attach a State of New Mexico Taxation and Revenue Department-issued Resident Certification of eligibility to its bid. If a bid is received without a copy of the certificate, the preference will not be applied.

A public body shall not award a contractor both a resident contractor preference and a resident veteran contractor preference or a Native American resident contractor preference and a Native American resident veteran contractor preference.

Application. This section shall not apply when the expenditure of federal and/or state funds and the award requirements of the funding prohibit resident and/or local preference(s).

3.10. Subcontractors

- A. The listing threshold amount for this project shall be one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (NMSA 1978, Sections 13-4-31 through 13-4-43) shall apply.
- B. The Bidder shall list on the Subcontractor Listing Form attached to the Bidding Document, all proposed Subcontractors or material suppliers for all trades or items. If the Bidder is awarded the contract, the listed Subcontractors and suppliers shall perform their trade scope of services as indicated unless a request for a change or substitution is approved by the City for any reason as outlined herein. If the work is self-performed, the Prime Contractor shall list themselves on the form.
- C. The City shall consider any request for a change in the listed Subcontractors if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the City

and the Bidder by using a different Subcontractor or self-performing said work. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the City's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material supplier and/or any other confirmation satisfactory to the City.

- D. The Bidder shall not be listed as the supplier or as the Subcontractor for any trade unless having previously performed work of this type and shall have all required licenses and certifications to perform the work.
- E. Non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.
- F. Prior to the award of the Contract, the City will notify the Bidder in writing if, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list and refuses, in writing, to accept such person or organization. The Bidder may then optionally, (1) withdraw the Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.
- G. The successful Bidder shall, within ten (10) calendar days of notification of selection for the award of Contract for the work, submit the following information to the City:
 - a. A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and
 - b. A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.
- H. The successful Bidder will be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.
- I. Persons and organizations proposed by the Bidder and to whom the City has made no reasonable objection shall perform the work as indicated on the Subcontractor Listing Form and shall not be changed except with the written consent of the City.
- J. No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom the Bidder has reasonable objection.

3.11. Correction or Withdrawal of Bids

- A. A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering electronic written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

- B. Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.
- C. After Bid Opening, no modifications in Bid prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes said Bid non-responsive may be permitted to withdraw the Bid if:
 - a. The mistake is clearly evident on the face of the Bid document; or
 - b. The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.
- D. Any decision by the City to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid security will not be forfeited.

3.12. Bribes, Gratuities and Kickbacks

- A. It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (NMSA 1978, Sections 30-24-1 through 30-24-2).
- B. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-24-1, 30-23-2, and 30-41-1 through 3-41-3), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation.

3.13. Notice of Contract Requirements Binding on Bidder

- A. By submitting a Bid, the Bidder represents familiarity with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).
 - a. Definitions - Sections 1.0 to 1.1;
 - b. Contract Bond Requirements - Section 4.2;
 - c. Bribes, Gratuities, and Kickbacks - Section 4.8;
 - d. Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

3.14. Rejection or Cancellation of Bids

- A. An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

3.15. Protests

- A. Any Bidder who is aggrieved in connection with this procurement (Bid) may protest in writing to the CPD. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest.

3.16. Competitive Sealed Bids

- A. Contracts solicited by competitive sealed Bids shall require that the base Bid amount exclude the applicable state gross receipts taxes or applicable local option taxes, but that the contracting agency shall be required to pay the applicable taxes including any increase in the applicable tax which becomes effective after the date the Contract is entered into. The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

3.17. Consideration of Bids Receipt, Opening, and Tabulation

- A. Bids shall be unconditionally accepted for consideration for award without alteration or correction, except as authorized in the Procurement Code. In addition to the requirement for the prime contractor and subcontractors to be registered as provided in NMSA 1978, Section 13-4-13.1, bids shall be evaluated based on the requirements set forth in the invitation for bids, which requirements may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria such as discounts, transportation costs and total or life-cycle costs that will affect the bid price shall be objectively measurable, which shall be defined by rule. No criteria may be used in bid evaluation that are not set forth in the invitation for bids. A bid submitted by a prime contractor that was not registered as required by NMSA 1978, Section 13-4-13.1 shall not be considered for award. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with NMSA 1978, Section 13-4-36.
- B. Bid tabulations for public information and inspection will be posted to the following link:
<https://procurement.opengov.com/portal/santafenm/projects/239141>
- C. The City shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the City's best interest.

3.18. Bid Evaluation and Award

- A. It is the intent of the City to award a Contract to the most responsive and responsible Bidder submitting the lowest bid on the base bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, does not exceed the funds available and is in the best interest of the City. The City reserves the right to award a contract to the lowest Bidder using the criteria within the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

- B. The subsequent contract will be established as a source and convenience of the City. It is the responsibility of the Requesting Department to utilize this Contract to the best interests of the City.
- C. Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

3.19. Notice of Award

- A. A written Notice of Award shall be issued by the City after review and approval of the Bid and related documents by the City of Santa Fe Governing Body.

3.20. Identical Bids

- A. When two or more of the Bids submitted are identical in price and are the low Bid, the CPD may:
 - a. Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;
 - b. Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;
 - c. Award by lottery to one of the identical low Bidders;
 - d. Make multiple awards if it is in the best interest of the City, or
 - e. Reject all Bids and re-solicit Bids for the required services, construction, or items of tangible personal property.

3.21. Cancellation of Award

When in the best interest of the public, the City in its sole discretion, may cancel the award of any Contract at any time before the execution of said contracts by all parties without any liability against the City.

3.22. Post-Bid Information

- A. Return of Bid Security - All Bid security in the form of cashier's checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid security of the unsuccessful of the two lowest Bidders, if in the form of a cashier's check, will be returned within thirty (30) days following the award of contract. The retained Bid security of the successful Bidder, if in the form of a cashier's check, will be returned after a satisfactory contract bond has been furnished and the Contract has been executed.
- B. Notice of Award – The City will issue a written Notice of Award to the Contractor stipulating the scope of work, the contract sum, including taxes, and the required bonds. The Notice of Award will also include the contract for signature that will be sent back with the required executed bonds.
- C. Contractor's Qualification Statement - Bidders to whom award of a Contract is under consideration shall, when requested, submit information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory

delivery of the services, construction, or items of personal property described in the Bid Documents and form of Statement of Bidder's Qualifications.

- D. Contract Bond Requirements - The successful Bidder, where the Contract price exceeds twenty five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms similar to the forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the City.
- E. Insurance Requirements - The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.
 - a. The insurance shall be in limits not less than those stated in the enclosed contract forms. The insurance limits may be greater if required by law.
 - b. The insurance coverage shall include workers' compensation, employers liability, comprehensive general liability Comprehensive automobile liability (owned and hired), excess liability (umbrella form). For more specific insurance requirements refer to the enclosed Agreement Forms.
 - c. All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after Work Order/project Substantial Completion.
 - d. A valid certificate of insurance must be submitted to the City prior to routing the final Contract between the City and the Contractor for City approval. Be prepared to provide this with the City and project name listed as an additional insured.
- F. Failure to Execute Contract - Failure to return the signed Contract with acceptable contract bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised.
- G. Notice to Proceed - The City will issue a written Notice to Proceed, after a Purchase Order (PO) is issued, to the Contractor stipulating the contract time start date substantial completion date (Contract Time, finish date), subject to valid modifications of the Contract authorized by written amendment/Change Order.

3.23. Minimum Wage Rates

- A. In accordance with state requirements, any construction contract exceeding sixty thousand dollars (\$60,000) is subject to the minimum wage rates established by the New Mexico Department of Workforce Solutions (NMDWS). This project is governed by Wage Decision No. SF-26-0643-A, as issued and approved by NMDWS.

- B. Bidders shall ensure that the minimum wage rate determination, included herein, has been utilized in preparation of the Bid.
- C. The Bidder will be required to submit a bid that complies with the City's Living Wage Ordinance to the extent applicable.
- D. The awarded Contractor will be required to pay wages as per whichever wage decision is highest.

3.24. New Mexico Department of Workforce Solutions (NMDWS) Contractor and Subcontractor Registration

- A. A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a City project that is subject to the Public Works Minimum Wage Act (NMSA 1978, Section 13-4-10) shall be registered with the New Mexico Department of Workforce Solutions. The registration number shall be provided in the bid submitted for the contractor in the space provided (See Bid Form 00-5000 3.0) and for subcontractors on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the Contractor does not provide proof of the required registration for itself or its subcontractors. It is the responsibility of all bidders and the subcontractors to ensure the registration is completed prior to the bid opening.

4. PROCUREMENT SCOPE

4.1. Site Preparation

The Contractor shall review the final construction plans, perform an initial site survey, and clearly mark all features scheduled for demolition and/or protection. All necessary permits (including, but not limited to, erosion control, traffic management, and environmental compliance) shall be obtained prior to mobilization. The Contractor is responsible for all construction staking and related surveys, mobilizing equipment, establishing staging areas, and implementing site-specific traffic control measures as required to begin the project safely and in compliance with governing agencies. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad.

4.2. Removal & Demolition

The scope includes selective demolition of existing grade control structures and gabion baskets within the project area. Project managers will mark all rock and gabion baskets to remain in place, as well as rock to be reused to construct the grouted boulder ramps. Any debris removed by contractor and not repurposed into the new grade control structures shall be removed and properly disposed of per project specifications and local regulations; costs associated with disposal are considered incidental to the overall project cost. Existing native trees and shrubs shall be protected to the maximum extent practicable per project specifications. Non-native trees in area of disturbance with a diameter at breast height(DBH) less than 6 inches shall be removed.

4.3. Earthwork & Grading

Contractor shall perform excavation, cutting, and filling operations as needed to bring the site to the required subgrade elevations. This includes compaction of subgrade materials and shaping of the terrain to support

proper drainage, trail alignment, and structural stability of new improvements. All earthwork shall conform to the specified grading tolerances and compaction requirements. Construction staking should be replaced as needed by surveyor to ensure locations and elevations are met.

4.4. Installation of Grouted Boulder Structures

New boulder A-weir cross vein grade control structures shall be built and grouted per project specifications and may include salvaged boulders. Boulders shall be placed as tightly together as possible (without touching) while providing enough room between them to thoroughly vibrate the grout and to ensure no gaps in the grout. Concrete cutoff sills will be installed to help hold structures in place. Refer to sheet SPECS1 of the construction drawings for details.

4.5. Erosion Control & Site Restoration

This project will not require an Environmental Protection Agency (EPA) issued Construction General Permit, however, a comprehensive Stormwater Pollution Prevention Plan (SWPPP) detailing both temporary and permanent erosion control measures will be required. Contractor shall provide a site plan, prior to the start of construction, detailing the location of staging area, planned access route, location of port-a-potties, concrete washout station, fueling and refueling area, and trackpad. This may involve the installation of silt fences, sediment traps, erosion control blankets, or other best management practices (BMPs) as approved by the Project Manager.

Final site restoration shall include the placement of topsoil, seeding, and vegetation in all disturbed areas to stabilize the site and prevent future erosion. Revegetation shall be completed using seed mixes and tree planting compliant with current NM Department of Transportation (NMDOT) standards or as specified in the construction drawings.

4.6. Traffic Control Plan

A Traffic Control Plan shall be prepared and implemented to ensure the safety of pedestrians, vehicles, and workers during construction. The Contractor shall provide all required traffic signage, barricades, flagging operations, and detours in accordance with applicable City of Santa Fe and Manual on Uniform Traffic Control Devices (MUTCD) standards. The work zone must always remain safe and accessible.

4.7. Mobilization, Demobilization & Final Cleanup

The Contractor shall mobilize all labor, materials, and equipment necessary to perform the work. Upon completion of construction, all temporary installations, debris, staking, excess materials, and equipment shall be removed from the site. Final cleanup shall return the site to a neat, orderly condition, satisfactory to the Engineer and the City. All final restoration work, including revegetation and erosion control measures, shall be verified for compliance prior to demobilization.

5. INFORMATION AVAILABLE TO BIDDERS

5.1. Existing Conditions

- A. It is the Contractor's responsibility to verify existing conditions prior to bidding.

- B. Accessing existing utility infrastructure may require special coordination. Bidders shall verify accessibility and take into consideration the access strategy as part of the offer. The Contractor shall notify 811 before beginning any work.

6. **VENDOR QUESTIONNAIRE**

1. **Acceptance of Bid***

All bidders agree, that if their bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

Please confirm

*Response required

2. **Acceptance of Terms and Conditions***

By submitting a bid, all Bidders acknowledge and accept the terms and conditions outlined in this ITB and its Instructions, including, but not limited to, provisions related to bid security and required documentation. Any concerns or objections to the contents of this solicitation must be submitted in writing to the Chief Procurement Officer (CPO) and, if applicable, the sponsoring Department (contact information provided in the ITB), with sufficient time for the City to issue an Addendum, if warranted

Bids shall remain valid and subject to acceptance for a period of one hundred and twenty (120) calendar days following the bid opening date. The selected Bidder must execute the Contract between the City and Contractor, including submission of all required bonds and supporting documents, within fifteen (15) calendar days of receiving the City’s electronic signature request.

Please confirm

*Response required

3. **Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.***

Yes

No

*Response required

4. **Bidder confirms they have performed a comprehensive review of the technical specifications and performance standards outlined on plan sheet SPECS 1.***

Yes

No

*Response required

5. **Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set**

forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.*

- Yes
- No

*Response required

6. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the T&C of the bidding documents.*

- Yes
- No

*Response required

7. Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.*

- Yes
- No

*Response required

8. Collusion*

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

- Yes
- No

*Response required

9. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City. *

- Please confirm

*Response required

10. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.*

- Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

Please confirm

*Response required

11. Confirmation of Bidder Regarding Equal Employment Opportunity*

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

Certification - The information above is true and complete to the best of my knowledge and belief.

Please confirm

*Response required

12. Forms Required at Time of Bid

12.1. Bid Bond, Bid Security and Agent's Affidavit*

Please download the below documents, complete, and upload.

- [Bid Bond Form.Bid Security ...](#)

*Response required

12.2. Non-Collusion Affidavit of Prime Bidder*

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit of ...](#)

*Response required

12.3. Subcontractor Listing*

Please download the below documents, complete, and upload.

- [Subcontractor_Listing.pdf](#)

*Response required

12.4. Certification of Non-Segregated Facilities*

Please download the below documents, complete, and upload.

- [Certification_of_Non_Segreg...](#)

*Response required

12.5. Bid Form

Please download the below documents, complete, and upload.

- [BID_FORM.docx](#)

13. Forms Required at Time of Contract

13.1. Certificate of Liability Insurance

- [Certificate_of_Liability_In...](#)

13.2. Payment Bond - SAMPLE

- [Payment_Bond_SAMPLE.pdf](#)

13.3. Performance Bond - SAMPLE

- [Performance_Bond_SAMPLE.pdf](#)

13.4. Affidavit of Wages Paid*

Please download the below documents, complete, and upload.

- [AFFIDAVIT_OF_WAGES_PAID.pdf](#)

*Response required

13.5. Statement of Intent to Pay Prevailing Wages*

Please download the below documents, complete, and upload.

- [STATEMENT_OF_INTENT_TO_PAY ...](#)

*Response required

13.6. Payroll Statement of Compliance*

Please download the below documents, complete, and upload.

- [Payroll_Statement_of_Compli...](#)

*Response required

7. BID

Line Item	NMDOT Item ID	Specification	Description	Quantity	Unit of Measure	Unit Cost	Total
1	621000	621	Mobilization and demobilization	1	Lump Sum		
2	201000	SP-201	Clearing and grubbing	1	Lump Sum		
3	801000	SP-801	Construction surveys and staking	1	Lump Sum		
4	6032801	603	Temporary erosion and sediment control	1	Lump Sum		
5	702810	702	Traffic control	1	Lump Sum		
6		SP-602-A	Salvage and install grouted boulders (42-64 cubic foot)	215	Tons		
7		SP-601	Grout existing boulders	7	Cubic Yards		
8		SP-602-A	Furnish and install grouted structure B24 rock (1.25 ton/rock)	648	Tons		
9		SP-602-A	Furnish and install grouted structure B36 rock (3.75 ton/rock)	348	Tons		
10	511000	SP-509, 511	Furnish and install a class a (3000psi) concrete cutoff sill	42	Cubic Yards		
11	203000	SP-203, 206	Earthwork: excavation and compacted backfill	392	Cubic Yards		
12	602010	602	Furnish and install Class B riprap	90	Cubic Yards		
13	605000	SP-605-A	Furnish and install 6" drain tile	267	Linear Foot		
14	632020	SP-632-A, 632, 664	Revegetation and planting	1	Lump Sum		
TOTAL							



EVALUATION TABULATION

Const. ITB No. FY26-Const. ITB-075
Santa Fe River Repair at Cristobal Colon
 RESPONSE DEADLINE: March 30, 2026 at 1:55 pm
 Report Generated: Wednesday, April 29, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Jocelyn Water and Sewer, LLC	\$709,134.00
Meridian Contracting, Inc.	\$874,741.00
Kimo Constructors, Inc.	\$893,011.00

TABLE 1

Selected Line Item	Description	Quantity	Unit of Measure	Jocelyn Water and Sewer, LLC			Kimo Constructors, Inc.			Meridian Contracting, Inc.					
				Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification
X 1	Mobilization and demobilization	1	Lump Sum	\$36,540.00	\$36,540.00	621000	621	\$79,000.00	\$79,000.00	621000	621	\$78,655.00	\$78,655.00	621000	621
X 2	Clearing and grubbing	1	Lump Sum	\$7,875.00	\$7,875.00	201000	SP-201	\$31,800.00	\$31,800.00	201000	SP-201	\$16,900.00	\$16,900.00	201000	SP-201
X 3	Construction surveys and staking	1	Lump Sum	\$36,750.00	\$36,750.00	801000	SP-801	\$24,000.00	\$24,000.00	801000	SP-801	\$26,350.00	\$26,350.00	801000	SP-801

EVALUATION TABULATION
 Const. ITB No. FY26-Const. ITB-075
 Santa Fe River Repair at Cristobal Colon

Selected	Line Item	Description	Quantity	Unit of Measure	Jocelyn Water and Sewer, LLC			Kimo Constructors, Inc.			Meridian Contracting, Inc.					
					Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification
X	4	Temporary erosion and sediment control	1	Lump Sum	\$9,818.00	\$9,818.00	6032801	603	\$23,300.00	\$23,300.00	6032801	603	\$37,400.00	\$37,400.00	6032801	603
X	5	Traffic control	1	Lump Sum	\$1,575.00	\$1,575.00	702810	702	\$62,900.00	\$62,900.00	702810	702	\$16,550.00	\$16,550.00	702810	702
X	6	Salvage and install grouted boulders (42-64 cubic foot)	215	Tons	\$309.00	\$66,435.00		SP-602-A	\$238.20	\$51,213.00		SP-602-A	\$163.00	\$35,045.00		SP-602-A
X	7	Grout existing boulders	7	Cubic Yards	\$3,493.00	\$24,451.00		SP-601	\$2,652.80	\$18,569.60		SP-601	\$1,367.00	\$9,569.00		SP-601
X	8	Furnish and install grouted structure B24 rock (1.25 ton/rock)	648	Tons	\$347.00	\$224,856.00		SP-602-A	\$343.50	\$222,588.00		SP-602-A	\$492.00	\$318,816.00		SP-602-A
X	9	Furnish and install grouted structure B36 rock (3.75 ton/rock)	348	Tons	\$464.00	\$161,472.00		SP-602-A	\$293.00	\$101,964.00		SP-602-A	\$339.00	\$117,972.00		SP-602-A
X	10	Furnish and install a class (3000psi) concrete cutoff sill	42	Cubic Yards	\$1,724.00	\$72,408.00	511000	SP-509, 511	\$1,660.50	\$69,741.00	511000	SP-509, 511	\$1,150.00	\$48,300.00	511000	SP-509, 511

EVALUATION TABULATION
 Const. ITB No. FY26-Const. ITB-075
 Santa Fe River Repair at Cristobal Colon

Selected	Line Item	Description	Quantity	Unit of Measure	Jocelyn Water and Sewer, LLC			Kimo Constructors, Inc.			Meridian Contracting, Inc.					
					Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification	Unit Cost	Total	NMDOT Item ID	Specification
X	11	Earthwork: excavation and compacted backfill	392	Cubic Yards	\$23.00	\$9,016.00	203000	SP-203, 206	\$126.10	\$49,431.20	203000	SP-203, 206	\$55.00	\$21,560.00	203000	SP-203, 206
X	12	Furnish and install Class B riprap	90	Cubic Yards	\$177.00	\$15,930.00	602010	602	\$245.20	\$22,068.00	602010	602	\$598.00	\$53,820.00	602010	602
X	13	Furnish and install 6" drain tile	267	Linear Foot	\$25.00	\$6,675.00	605000	SP-605-A	\$128.60	\$34,336.20	605000	SP-605-A	\$162.00	\$43,254.00	605000	SP-605-A
X	14	Revegetation and planting	1	Lump Sum	\$35,333.00	\$35,333.00	632020	SP-632-A, 632, 664	\$102,100.00	\$102,100.00	632020	SP-632-A, 632, 664	\$50,550.00	\$50,550.00	632020	SP-632-A, 632, 664
Total						\$709,134.00				\$893,011.00				\$874,741.00		

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Acceptance of Bid		Pass	Pass
Acceptance of Terms and Conditions		Pass	Pass

EVALUATION TABULATION
 Const. ITB No. FY26-Const. ITB-075
 Santa Fe River Repair at Cristobal Colon

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
<p>Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.</p>	<p>Pass</p>	<p>Pass</p>	<p>Pass</p>
<p>Bidder confirms they have performed a comprehensive review of the technical specifications and performance standards outlined on plan sheet SPECS 1.</p>	<p>Pass</p>	<p>Pass</p>	<p>Pass</p>
<p>Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.</p>	<p>Pass</p>	<p>Pass</p>	<p>Pass</p>
<p>Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the T&C of the bidding documents.</p>	<p>Pass</p>	<p>Pass</p>	<p>Pass</p>

EVALUATION TABULATION
 Const. ITB No. FY26-Const. ITB-075
 Santa Fe River Repair at Cristobal Colon

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.	Pass	Pass	Pass
Collusion	Pass	Pass	Pass
It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City.	Pass	Pass	Pass
The Scope of Work together with all related work required for comprehensive, fully functioning, warranted systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.	Pass	Pass	Pass
Confirmation of Bidder Regarding Equal Employment Opportunity	Pass	Pass	Pass
Forms Required at Time of Bid	Pass	Pass	Pass
Bid Bond, Bid Security and Agent's Affidavit	Pass	Pass	Pass
Non-Collusion Affidavit of Prime Bidder	Pass	Pass	Pass

EVALUATION TABULATION
 Const. ITB No. FY26-Const. ITB-075
 Santa Fe River Repair at Cristobal Colon

Question Title	Jocelyn Water and Sewer, LLC	Kimo Constructors, Inc.	Meridian Contracting, Inc.
Subcontractor Listing	Pass	Pass	Pass
Certification of Non-Segregated Facilities	Pass	Pass	Pass
Bid Form	Pass	Pass	Pass
Forms Required at Time of Contract			
Certificate of Liability Insurance	No Response	Pass	
Payment Bond - SAMPLE	No Response	Pass	
Performance Bond - SAMPLE	No Response	Pass	
Affidavit of Wages Paid		Pass	
Statement of Intent to Pay Prevailing Wages			
Payroll Statement of Compliance			



City of Santa Fe, NM
Parks, Trails, & Watershed
Melissa McDonald, Parks & Open Space Division Director
200 Lincoln Avenue, Santa Fe, NM 87501

[JOCELYN WATER AND SEWER, LLC] RESPONSE DOCUMENT REPORT

Const. ITB No. FY26-Const. ITB-075
[Santa Fe River Repair at Cristobal Colon](#)
RESPONSE DEADLINE: March 30, 2026 at 1:55 pm
Report Generated: Monday, March 30, 2026

Jocelyn Water and Sewer, LLC Response

CONTACT INFORMATION

Company:
Jocelyn Water and Sewer, LLC

Email:
jocelynwands@outlook.com

Contact:
Jeremy Jocelyn

Address:
18759 Range Pole Pt
Big Lake, MN 55309

Phone:
N/A

Website:
N/A

Submission Date:
Mar 30, 2026 1:46 PM (Mountain Time)

ADDENDA CONFIRMATION

- Addendum #1
Confirmed Mar 30, 2026 1:21 PM by Jeremy Jocelyn
- Addendum #2
Confirmed Mar 30, 2026 1:21 PM by Jeremy Jocelyn
- Addendum #3
Confirmed Mar 30, 2026 1:21 PM by Jeremy Jocelyn

QUESTIONNAIRE

1. Acceptance of Bid*

All bidders agree, that if their bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

Confirmed

2. Acceptance of Terms and Conditions*

By submitting a bid, all Bidders acknowledge and accept the terms and conditions outlined in this ITB and its Instructions, including, but not limited to, provisions related to bid security and required documentation. Any concerns or objections to the contents of this solicitation must be submitted in writing to the Chief Procurement Officer (CPO) and, if applicable, the sponsoring Department (contact information provided in the ITB), with sufficient time for the City to issue an Addendum, if warranted

Bids shall remain valid and subject to acceptance for a period of one hundred and twenty (120) calendar days following the bid opening date. The selected Bidder must execute the Contract between the City and Contractor, including submission of all required bonds and supporting documents, within fifteen (15) calendar days of receiving the City's electronic signature request.

Confirmed

3. Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.*
Yes
4. Bidder confirms they have performed a comprehensive review of the technical specifications and performance standards outlined on plan sheet SPECS 1.*
Yes
5. Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.*
Yes
6. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the T&C of the bidding documents.*
Yes
7. Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.*
Yes

8. Collusion*

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm

or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

Yes

9. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City. *

Confirmed

10. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE. *

- Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
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Confirmed

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Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

Certification - The information above is true and complete to the best of my knowledge and belief.

Confirmed

12. Forms Required at Time of Bid

BID BOND, BID SECURITY AND AGENT'S AFFIDAVIT*

Please download the below documents, complete, and upload.

- [Bid Bond Form.Bid Security ...](#)

Bid_Bond.pdf

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER*

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit of ...](#)

Non_Conclusion_Affadvit.pdf

SUBCONTRACTOR LISTING*

Please download the below documents, complete, and upload.

- [Subcontractor Listing.pdf](#)

f26c7f2b-9bd5-4296-8047-afa074a74ea9_Subcontractor_Listing.pdf

CERTIFICATION OF NON-SEGREGATED FACILITIES*

Please download the below documents, complete, and upload.

- [Certification of Non Segreg...](#)

Cert_Non_Segregated_Facilities.pdf

BID FORM

Please download the below documents, complete, and upload.

- [BID FORM.docx](#)

Bid_Form_Incorrect.pdf

13. Forms Required at Time of Contract

CERTIFICATE OF LIABILITY INSURANCE

- [Certificate of Liability In...](#)

No response submitted

PAYMENT BOND - SAMPLE

- [Payment Bond SAMPLE.pdf](#)

No response submitted

PERFORMANCE BOND - SAMPLE

- [Performance Bond SAMPLE.pdf](#)

No response submitted

AFFIDAVIT OF WAGES PAID*

Please download the below documents, complete, and upload.

- [AFFIDAVIT OF WAGES PAID.pdf](#)

Not_Required_At_This_Time.pdf

STATEMENT OF INTENT TO PAY PREVAILING WAGES*

Please download the below documents, complete, and upload.

- [STATEMENT OF INTENT TO PAY ...](#)

Not_Required_At_This_Time.pdf

PAYROLL STATEMENT OF COMPLIANCE*

Please download the below documents, complete, and upload.

- [Payroll Statement of Compli...](#)

Not_Required_At_This_Time.pdf

PRICE TABLES

Line Item	NM/DOT Item ID	Specification	Description	Quantity	Unit of Measure	Unit Cost	Total
1	621000	621	Mobilization and demobilization	1	Lump Sum	\$36,540.00	\$36,540.00
2	201000	SP-201	Clearing and grubbing	1	Lump Sum	\$7,875.00	\$7,875.00
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[JOCELYN WATER AND SEWER, LLC] RESPONSE DOCUMENT REPORT
 Const. ITB No. FY26-Const. ITB-075
 Santa Fe River Repair at Cristobal Colon

Line Item	NMDOT Item ID	Specification	Description	Quantity	Unit of Measure	Unit Cost	Total
10	511000	SP-509, 511	Furnish and install a class a (3000psi) concrete cutoff sill	42	Cubic Yards	\$1,724.00	\$72,408.00
11	203000	SP-203, 206	Earthwork: excavation and compacted backfill	392	Cubic Yards	\$23.00	\$9,016.00
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13	605000	SP-605-A	Furnish and install 6" drain tile	267	Linear Foot	\$25.00	\$6,675.00
14	632020	SP-632-A, 632, 664	Revegetation and planting	1	Lump Sum	\$35,333.00	\$35,333.00
TOTAL							\$709,134.00



Services Offered to the City of Santa Fe (FY26)

Services not offered by Horizons

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

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

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [JORDY, CLAIRE S.](#)
Cc: [Purchasing_DET](#)
Subject: RE: Determination for Santa Fe River Repairs at Cristobal Colon
Date: Friday, January 23, 2026 1:37:18 PM
Attachments: [image002.png](#)
[image004.png](#)

Greetings,

Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.

This determination is subject to change if the scope of work is modified from the original submission.

The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
 - Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
 - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
 - Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
 - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
 - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
 - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
 - Emergency Related Purchases – questions oem@santafenm.gov and. Request signature from: klmorgan@santafenm.gov
 - Asset over \$5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed.
- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you

choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - [Pavilion: Free Cooperative Contract Search for Governments](#) (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via [Submit Purchase Requests](#) or the appropriate email address:
 - Determination requests to purchasing_det@santafenm.gov
 - All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

 [Book time to meet with me](#)

Regards,

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

tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] <https://santafenm.munisselfservice.com/vss/>

[We Are Live With OpenGov] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

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



“A journey of a thousand miles begins with a single step” ~ Lao Tzu

From: JORDY, CLAIRE S. <csjordy@santafenm.gov>

Sent: Friday, January 23, 2026 1:36 PM

To: Purchasing DET <purchasing_det@santafenm.gov>

Subject: Determination for Santa Fe River Repairs at Cristobal Colon

Hello,

Can I get a determination for the following scope of work please?

Construction will consist of removal and reconstruction activities of grade control structures in the Santa Fe River, near Avenida Cristobal Colon. The work includes removal of deteriorated infrastructure, installation of new grouted boulder grade control structures, and revegetation.

The scope of the work for construction will include, but is not limited to:

- Onsite meetings with Engineer of Record
- Site Preparation
- Removal & Demolition
- Earthwork & Grading
- Erosion Control & Site Restoration
- Traffic Control
- Mobilization, Demobilization, and Final Cleanup

Best,

Claire Jordy

Project Manager II

River and Watershed Section

City of Santa Fe

phone: 505-469-8849

email: csjordy@santafenm.gov



CITY OF SANTA FE
RIVER & WATERSHED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2026

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 Miller-Hartwig Insurance PO Box 1177 Lakeville MN 55044	CONTACT NAME: John Rooney PHONE (A/C, No, Ext): 952-469-0404 E-MAIL ADDRESS: jrooney@millerhartwig.com		FAX (A/C, No): 952-469-1881
	INSURER(S) AFFORDING COVERAGE		
INSURED Jocelyn Water and Sewer, LLC 18759 Range Pole Pt Big Lake MN 55309-4652	INSURER A : Scottsdale Insurance Company		NAIC #
	INSURER B : Progressive		
	INSURER C : ACE AMERICAN INSURANCE COMPANY		
	INSURER D : Ohio Casualty Ins Co		24074
	INSURER E : SFM Mutual Insurance Co		11347
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 106390090

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPS8275192	8/19/2025	8/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			988080856	10/14/2025	10/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXS4062104	8/19/2025	8/19/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	189176.202	2/10/2026	2/10/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution Liability			G48828401 001	8/19/2025	8/19/2026	1,000,000
D	Equipment Coverage			BMO69602393	8/25/2025	8/25/2026	2,500 ded/condition 125,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 River and Watershed Section
 200 Lincoln Avenue
 Santa Fe NM 87501

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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



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

BUSINESS REGISTRATION

Business Name: Jocelyn Water and Sewer, LLC

Business Location: 18759 Range Pole Pt
Big Lake, MN 55309

Owner: Jeremy Jocelyn

License Number: 241583

Issued Date: October 02, 2025

Expiration Date: October 02, 2026

CRS Number: 03653593001-GRT

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
Specialty

Fees Paid: \$10.00

Jocelyn Water and Sewer, LLC

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

Signature: *Joe Isaacson*

Email: zrisaacson@santafenm.gov

Signature: *Melissa McDonald*

Email: mamcdonald@santafenm.gov

Signature: 
YVONNE SWENSON (May 18, 2026 15:49:07 MDT)

Email: ycswenson@santafenm.gov

Signature: 
JOHN BURNETT (May 20, 2026 10:14:34 MDT)

Email: jsburnett@santafenm.gov