



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JUNE 29, 2020
ATTEND VIRTUALLY

[HTTPS://WWW.YOUTUBE.COM/USER/CITYOFSANTAFE](https://www.youtube.com/user/cityofsantafe)

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

- a. Regular Finance Committee Minutes - June 15, 2020

6. **EXECUTIVE SESSION (IF NECESSARY)**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1 (H) 6, Discussion in Which the Contents of Competitive Sealed Proposal Solicited Pursuant to the Procurement Code and Discussed During the Contract Negotiation Process.

7. **CONSENT AGENDA**

- a. Request for Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Acting Public Works Director, jjromero1@santafenm.gov 955-6638)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/29/2020
Governing Body (Scheduled)	07/08/2020

- b. Request approval of Amendment #1 to the contract with Financial Consulting Solutions Group for the Asset Management Plan extending the term through June 30, 2021. (Lee Gagnon, Engineer Associate, Water Division, lrgagnon@santafenm.gov, 955-4229)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/29/2020
Governing Body (Scheduled)	07/08/2020



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- c. Salvador Perez Recreation Center Project Status Updated and Request for Approval of Amendment No. 1 to the Contract (MUNIS Contract #3201566) with Pool Pro, LLC to Increase the Contract by \$66,133.31 (Inclusive of NMGRT) to \$267,378.71 for Additional Work Discovered and Required to Complete Pool Replastering. (Anson Rane, PW Project Administrator, aerane@santafenm.gov, 955-5935)
- d. Request Approval of Change Order #4 Bradbury Stamm Construction WWM Treatment Plant Anaerobic Digesters Project in the Amount of \$288,280.59 Inclusive of NMGRT (Alan Macgregor, Engineering Supervisor, Public Utilities, asmacgregor@santafenm.gov, 955-4263 and Michael Dozier, Wasterwater Division Director, mldozier@santafenm.gov)
- e. Request approval of contracts awarded through RFP 20/15 to use affordable housing trust funds (AHTF) and general funds to support housing contracts, as follows:
 - NMIF Housing Corp \$200,000
 - SF Civic Housing Authority (Calle Resolana) \$200,000
 - SF Civic Housing Authority (Country Club) \$140,000
 - SF Habitat \$80,000
 - SF Recovery Center \$50,000
 - Youth Works \$40,000
 - NM Coalition To End Homelessness \$180,000
 - SFPS – Adelante - \$60,000(Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)
- f. Request Approval of Change Order #3 Sub Surface for FY 20/21 City Wide Utility Construction and Repair in the Amount of \$542,187.5 Inclusive of NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)
- g. Request for Approval for Amendment # 2 to Professional Services Agreement with Cannon Cochran Management Services, Inc 12-0718 in the amount of \$198,141 for third party administrative and adjusting services for our workers compensation and general liability claims. Bradley Fluetsch,



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JUNE 29, 2020
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[HTTPS://WWW.YOUTUBE.COM/USER/CITYOFSANTAFE](https://www.youtube.com/user/cityofsantafe)

CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

- h. Request for Approval of Amendment # 1 to Professional Service Agreement with Arthur J. Gallagher & Co. 12-0405 in the amount of \$77,613.32 for comprehensive insurance program broker services. Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885

8. **PRESENTATION**

- a. Tourism Presentation (Randy Randall, Executive Director of Tourism, rrrandall@santafenm.gov, 505.955.6209)

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Monday, July 20, 2020**

13. **ADJOURN**

City of Santa Fe, NM
Regular Committee
Monday, June 15, 2020
5:00 PM – Finance Committee
Virtual Viewing
<https://www.youtube.com/user/cityofsantafe>

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. APPROVAL OF CONSENT AGENDA

5. APPROVAL OF MINUTES

- a. Regular Finance Committee Minutes- June 1, 2020
[06-01-20 Finance Committee.pdf](#)

6. EXECUTIVE SESSION (IF NECESSARY) - In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1 (H) (6), Discussion in Which the Contents of Competitive Sealed Proposals Solicited Pursuant to the Procurement Code and Discussed During the Contract Negotiation Process.

7. CONSENT AGENDA

- a. Request for the Approval of Using CARES Act funding (\$361,227) provided by HUD to partially fund operations at the Midtown Shelter requiring three (3) approvals (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov; 505-303-9868):

1. Amendment to the 2019 Annual Action Plan to increase CDBG resources by \$361,227 via CARES Act funding provided by HUD
2. Budget Adjustment Request (BAR) to increase revenues in 2402750.490520 (CDBG) by \$361,227 and move funds to expenditures (2402750.510400).
3. Approval of a Professional Services Agreement + Project Budget in the total amount of \$361,227 of CARES Act funds for providing oversight and management of the Midtown Shelter; New Mexico Coalition to End Homelessness.

[AAP Amendment. comb.pdf](#)

[CDBG CARES Act Munis BAR 01June2020 encrypted \(2\).pdf](#)

- b. Request for Approval of Amendment #1 with Denora-MIOX, Inc. to Provide On-Site Disinfectant Solution Generation Units through December 2020 in the Amount of \$428,239.21 Inclusive of NMGRT. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373)

COMMITTEE REVIEW

Finance Committee (Scheduled)
Governing Body (Scheduled)

06/15/2020
06/24/2020

[Denora miox.rev.pdf](#)

- c. Request for Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Acting Public Works Director, jjromero1@santafenm.gov 955-6638)

COMMITTEE REVIEW

Finance Committee (Scheduled)

06/15/2020

Governing Body (Scheduled)

06/24/2020

[Item C Capital Project Re-Prioritization 06-03-20.xlsx](#)[COMBINED ITEM C.pdf](#)[Reprioritization City Capital Projects.1 6.10.20.pdf](#)

- d. Descartes Labs LEDA Amendment and Loan (Mayor Webber and Councilors Cassutt-Sanchez, Abeyta, Lindell, and Vigil Coppler) (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912)

a. Consideration of Bill No. 2020-11: An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting an Amended Local Economic Development Project Participation Agreement Between the City of Santa FE and Descartes Labs, Inc. for Design, Development, and Construction of Tenant Improvements; and Lease Payments for Expansion of a New World Headquarters Facility, a Local Economic Development Project

b. Consideration of Bill No. 2020-12: An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Descartes Labs, Inc. for an Economic Development Loan Project for Lease Payments to Provide Assistance for the Negative Financial Impacts of COVID-19.

- c. Request for Approval of Budget Amendment Resolution

Committee Review:

Economic Development Advisory Committee (approved)

5/27/20

City Council (request to publish) (approved)

5/27/20

City Council (public hearing) (scheduled)

6/24/20

[Descartes Labs LEDA Packet \(Signed\).ocr.pdf](#)[BAR from Descartes Labs LEDA Packet \(Signed\)_encrypted_signed.pdf](#)

- e. Consideration of Bill No. 2020-__: An Ordinance Amending Section 5-13.3 to Correct a Reference Citation. (Councilor Lindell) (Jesse Guillen, Legislative Liaison, jbg Guillen@santafenm.gov, 955-6518)

COMMITTEE REVIEW

Quality of Life Committee (Approved)

06/03/2020

Governing Body (Request to Publish) (Scheduled)

06/10/2020

Governing Body (Public Hearing) (Scheduled)

06/24/2020

[Item e.pdf](#)

- f. Request approval of contracts awarded through RFP 20/16 to use Dept. of HUD Community Development Block Grant (CDBG) funds to support community development activities, as follows (Total \$799,810) :

SFPS - ADELANTE \$ 27,000.00
 COMING HOME CONNECTION \$ 20,000.00
 SF HABITAT FOR HUMANITY \$ 90,000.00
 HOMEWISE \$ 200,000.00
 HOUSING TRUST \$ 150,000.00
 INTERFAITH SHELTER \$ 30,000.00
 SF CIVIC HOUSING AUTHORITY \$ 100,000.00
 YOUTH SHELTERS \$ 15,000.00
 YOUTH SHELTERS \$25,000.00

(Alexandra Ladd, Affordable Housing Director, agladd@santafe.nm.gov, 955-6346)

[2020-2021 \(CDBG\) Inerfaith - Womens Safe Haven \\$30000 - FC.pdf](#)

[2020-2021 \(CDBG\) Youth Shelter \(TLP\) \\$25000pdf \(002\)_encrypted_FC.pdf](#)

g. Consideration of Resolution No. 2020-__ : A Resolution Authorizing the Standard Process for Sale of Potable Water to Treated Effluent Customers in the Event Treated Effluent is Not Available; Directing the City to Pursue Alternative Methods and Actions to Increase Robustness and Dependability of Non-Potable Water Sources. (Councilors River and Abeyta) (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

COMMITTEE REVIEW

Governing Body (Scheduled)

06/10/2020

[Item g.pdf](#)

h. Request for the Approval of a Service Contract in the Total Amount of \$544,500.00 Including Applicable NMGRT for Comprehensive Design/Build Services for the Design and Construction of a Restroom Facility to be Located in the Water Street Parking Lot; FacilityBuild, Inc (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

COMMITTEE REVIEW

Finance Committee (Scheduled)

06/15/2020

Governing Body (Scheduled)

06/24/2020

[Item h.pdf](#)

8. PRESENTATION

a. Budget Update (Mary McCoy, Finance Director, mtmccoy@santafenm.gov 505.955.6171, Shannon Jones, Public Utilities Division Director, swjones@santafe.nm.gov, 505.955.4267)

9. MATTERS FROM STAFF

10. MATTERS FROM THE COMMITTEE

11. ADJOURN

RECEIVED AT THE CITY CLERK'S OFFICE	
DATE:	June 12, 2020
TIME:	1:17 PM

**SUMMARY OF ACTION
FINANCE COMMITTEE MEETING
VIA VIRTUAL ATTENDANCE
MONDAY, JUNE 15, 2020, 5:00 PM**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF CONSENT AGENDA	AMENDED/APPROVED	2
APPROVAL OF MINUETS	APPROVED	2
EXECUTIVE SESSION (IF NECESSARY)	NONE	2-3
 <u>CONSENT AGENDA</u>		
REQUEST FOR THE APPROVAL OF USING CARES ACT FUNDING (\$361,227) PROVIDED BY HUD TO PARTIALLY FUND OPERATIONS AT THE MIDTOWN SHELTER REQUIRING (3) APPROVALS.	APPROVED	3-4
REQUEST FOR APPROVAL OF AMENDMENT #1 WITH DENORA-MIOX, INC. TO PROVIDE ON-SITE DISINFECTANT SOLUTION GENERATION UNITS THROUGH DECEMBER 2020 IN THE AMOUNT OF \$428,239.21 INCLUSIVE OF NMGRT	APPROVED ON CONSENT	4
REQUEST FOR REVIEW AND APPROVAL OF RE-PRIORITIZATION OF CITY CAPITAL PROJECTS FOR THE PURPOSE OF UTILIZING CAPITAL FUNDS ON CAPITAL EXPENSES NORMALLY PAID FROM CITY OPERATING BUDGETS.	POSTPONED	4-6

DESCARTES LABS LEDA AMENDMENT AND LOAN. APPROVED ON CONSENT 6

CONSIDERATION OF BILL NO. 2020 - _____: AN ORDINANCE AMENDING SECTION 5-13.3 TO CORRECT A REFERENCE CITATION. APPROVED ON CONSENT 6

REQUEST APPROVAL OF CONTRACTS AWARDED THROUGH RFP 10/16 TO USE DEPARTMENT OF HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO SUPPORT COMMUNITY DEVELOPMENT ACTIVITIES (TOTAL \$799,810). APPROVED ON CONSENT 6

CONSIDERATION OF RESOLUTION NO. 2020 - _____: A RESOLUTION AUTHORIZING THE STANDARD PROCESS FOR SALE OF POTABLE WATER TO TREATED EFFLUENT CUSTOMERS IN THE EVENT TREATED EFFLUENT IS NOT AVAILABLE; DIRECTING THE CITY TO PURSUE ALTERNATIVE METHODS AND ACTIONS TO INCREASE ROBUSTNESS AND DEPENDABILITY OF NON-POTABLE WATER SOURCES. REMOVED/ APPROVED PREVIOUSLY 6

REQUEST FOR THE APPROVAL OF A SERVICE CONTRACT IN THE TOTAL AMOUNT OF \$544,500.00 INCLUDING APPLICABLE NMGRT FOR COMPREHENSIVE DESIGN/BUILD SERVICES FOR THE DESIGN AND CONSTRUCTION OF A RESTROOM FACILITY TO BE LOCATED IN THE WATER STREET PARKING LOT; FACILITYBUILD, INC. REMOVED/APPROVED PREVIOUSLY 6

PRESENTATION

BUDGET UPDATE POSTPONED 6

MATTERS FROM STAFF	NONE	7
MATTERS FROM THE COMMITTEE	INFORMATION/DISCUSSION	7-8
ADJOURN	ADJOURNED	8

**FINANCE COMMITTEE MEETING
VIA VIRTUAL ATTENDANCE
MONDAY, JUNE 15, 2020, 5:00 PM**

1. CALL TO ORDER

The meeting of the Finance Committee was called to order at 5:00 pm by Councilor Roman Abeyta, Chair, on Monday, June 15, 2020, via virtual attendance.

2. ROLL CALL

MEMBERS PRESENT

Councilor Roman Abeyta, Chair
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Renee Villarreal
Councilor Jamie Cassutt-Sanchez

OTHERS PRESENT

Mary McCoy, Director, Finance Department
Fabian Trujillo, Office of Economic Development
Sam Burnett, Public Works
Joe Abeyta, City of Santa Fe
Shannon Jones, Director, Water Department
Carolynn Roibal, Finance Department
Alexandra Ladd, Director, Affordable Housing
Jonathan Montoya, Water Department
Jesse Guillen, Legislative Services
Rich Brown, Director, Office of Economic Development
William Warrick, Descartes Labs
Jamie Defoe, Descartes Labs
Jett Metcalfe, Descartes Labs
Fran Dunaway, Finance Department
John Romero, Acting Director, Public Works
Bill Schneider, Water Department
Brad Fluetsch, Finance Department
Alexis Lotero, Finance Department

3. APPROVAL OF AGENDA

Chair Abeyta stated that Councilor Romero-Wirth was also a sponsor of item G.

Please make sure that she is added before Council.

Ms. McCoy said we would like to remove items G and H from the agenda as they were already approved.

Councilor Lindell said she would like to be added as a sponsor of item G.

Ms. McCoy postponed item 8 A.

MOTION A motion was made by Councilor Lindell, seconded by Councilor Villarreal, to approve the agenda as amended.

VOTE The motion passed unanimously by voice vote as follows:

Chair Abeyta, yes; Councilor Lindell, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Councilor Cassutt-Sanchez, yes.

4. APPROVAL OF CONSENT AGENDA

Chair Abeyta pulled items A and C for discussion.

MOTION A motion was made by Councilor Villarreal, seconded by Councilor Lindell, to approve the consent agenda as amended.

VOTE The motion passed unanimously by voice vote as follows:

Chair Abeyta, yes; Councilor Lindell, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Councilor Cassutt-Sanchez, yes.

5. APPROVAL OF MINUETS JUNE 1, 2020

Councilor Villarreal stated that Ms. McSherry is referred to as Ms. McSorley throughout the minutes.

MOTION A motion was made by Councilor Villarreal, seconded by Councilor Lindell, to approve the minutes as amended.

VOTE The motion passed unanimously by voice vote as follows:

Chair Abeyta, yes; Councilor Lindell, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Councilor Cassutt-Sanchez, yes.

6. EXECUTIVE SESSION (IF NECESSARY)

None.

7. CONSENT AGENDA

A. REQUEST FOR THE APPROVAL OF USING CARES ACT FUNDING (\$361,227) PROVIDED BY HUD TO PARTIALLY FUND OPERATIONS AT THE MIDTOWN SHELTER REQUIRING (3) APPROVALS.

Councilor Cassutt-Sanchez said she had sent an email to the Chair saying she wanted to pull this item. At this time she sees no need to pull it any longer, although she would be interested to hear how this will help us to transfer out of the Midtown shelter being run by the City to what the City is going to do long term.

Ms. Ladd said this is the first step out of using City staff. This allows us to hire contract staff for the provision of services and gives us six months to see how things play out. It is hard to know right now what it will look like in six months. We are working on what that will look like.

Councilor Cassutt-Sanchez asked what is the timeline to transferring City staff out and hiring professional staff.

Ms. Ladd said we will begin hiring as soon as possible and will get the Coalition on Homelessness in place as our fiscal agent. We also have to clear a few HUD hurdles.

Councilor Cassutt-Sanchez said that is wonderful.

Councilor Lindell asked what are the qualifications for spending the CARES Act money. Did we have other projects in the City who could have benefitted from this funding.

Ms. Ladd said we did not spend much time considering other projects. The shelter fit the requirements. We also knew that the shelter directors were maxed out with social distancing and safety requirements. We could hit the ground running.

Councilor Lindell asked are there other groups who are contributing financially to this.

Ms. Ladd said this is a regional effort. She believes the County is interested in supporting this. We need to get a more permanent framework. She will get that information about possible support and get back to her.

Councilor Lindell said it is really, really hard to ask a Council facing a massive

revenue deficit to fund a new program. She thinks we have to do this, but it is a really big ask. He wants to see us try to round up some people to help us with this financially. It is hard for her to fund new programs when we are facing furloughs and service cuts. She does not think the City has the capacity to run a shelter long term. It certainly will not continue to be at Midtown. Some of this needs to be for an exit plan. She would have liked to have seen our budget before voting on this.

Ms. Ladd said that is one reason the Coalition will be the fiscal agent. The idea is for them to manage it. The six months will be used to develop an exit strategy and long term plan.

MOTION A motion was made by Councilor Villarreal, seconded by Councilor Cassutt-Sanchez, to approve the request.

VOTE The motion passed unanimously by voice vote as follows:

Chair Abeyta, yes; Councilor Lindell, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Councilor Cassutt-Sanchez, yes.

B. REQUEST FOR APPROVAL FO AMENDMENT #1 WITH DENORAMIOX, INC., TO PROVIDE ON-SITE DISINFECTANT SOLUTION GENERATION UNITS THROUGH DECEMBER 2020 IN THE AMOUNT OF \$428,239.21 INCLUSIVE OF NMGRT.

Approved on consent.

C. REQUEST FOR REVIEW AND APPROVAL OF RE-PRIORITIZATION OF CITY CAPITAL PROJECTS FOR THE PURPOSE OF UTILIZING CAPITAL FUNDS ON CAPITAL EXPENSES NORMALLY PAID FROM CITY OPERATING BUDGETS.

Mr. Romero stated that this item was approved at the Public Works and Public Utilities Committee. The only additional change we made was to move \$250,000 in GO Bond money from SWAN Park to MRC Soccer Valley.

Councilor Villarreal asked Mr. Romero to explain what was taken from SWMA Park and why.

Mr. Romero said that amount was going to be used only for design for the road extension, playground area and other projects that are all large projects. There was no money for construction. We left \$350,000 to design and construct the water tank, horseshoe area, hiker/biker trail and a concrete wall and fencing to secure the area.

Councilor Villarreal asked what is going toward the MRC Soccer Valley.

Mr. Romero said we are going to tone down that scope to do key items and complete them with the SWAN money. If we don't need it we will revisit this. We are planning on using it for a GIS irrigation assessment, drainage, clubhouse rehabilitation and turf. The field lighting and the parking design have been removed. We may have to reduce the number of fields we improve. Also there was a question at Public Works from Councilor Lindell regarding the GIS irrigation assessment. He researched it and it was not done previously.

Councilor Villarreal asked what funds came for the MRC from GRT and the Legislature.

Mr. Romero said \$500,000 from the City, \$250,000 from the County and \$250,000 from the Legislature. That is safe so far.

Ms. McCoy said she asked Brad to add on some items and he has an update.

Mr. Fluetsch said the City Attorney's Office, Erin and Marcos, have been in mediation with the County over RECC (Regional Emergency Communication Center) issues. The GRT Bond was to have also funded dispatch at RECC. With the closure of the fire station we wanted to see if any of the GRT funds could be used to allocate to the RECC. There are two amounts that need to be covered. \$425,000 and \$131,000. This just happened on Friday. We wanted to see if the Finance Committee would consider these two items as additions to this item.

Ms. McCoy said we can provide details to the Committee on the two amounts.

Chair Abeyta said he would like to show respect to the Public Works and Utilities Committee. The Chair did a good job moving this along. He does not want to act on this.

Councilor Romero-Wirth said she agrees with the Chair. Unless this is time sensitive she would like to see the additional information first.

Chair Abeyta said he would like to take this back with the question of additions to the Public Works and Utilities Committee to act on and then bring it back here.

Ms. McCoy agreed to do that.

MOTION A motion was made by Councilor Lindell, seconded by Councilor Villarreal, to postpone this item.

VOTE The motion passed unanimously by voice vote as follows:

Chair Abeyta, yes; Councilor Lindell, yes; Councilor Romero-Wirth, yes;
Councilor Villarreal, yes; Councilor Cassutt-Sanchez, yes.

D. DESCARTES LABS LEDA AMENDMENT AND LOAN.

Approved on consent.

**E. CONSIDERATION OF BILL NO. 2020 - _____: AN ORDINANCE
AMENDING SECTION 5-13.3 TO CORRECT A REFERENCE CITATION.**

Approved on consent.

**F. REQUEST APPROVAL OF CONTRACTS AWARDED THROUGH RFP
10/16 TO USE DEPARTMENT OF HUD COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) FUNDS TO SUPPORT COMMUNITY
DEVELOPMENT ACTIVITIES (TOTAL \$799,810).**

Approved on consent.

**G. CONSIDERATION OF RESOLUTION NO. 2020 - _____: A
RESOLUTION AUTHORIZING THE STANDARD PROCESS FOR SALE
OF POTABLE WATER TO TREATED EFFLUENT CUSTOMERS IN THE
EVENT TREATED EFFLUENT IS NOT AVAILABLE; DIRECTING THE
CITY TO PURSUE ALTERNATIVE METHODS AND ACTIONS TO
INCREASE ROBUSTNESS AND DEPENDABILITY OF NON-POTABLE
WATER SOURCES.**

Removed from agenda, previously approved.

**H. REQUEST FOR THE APPROVAL OF A SERVICE CONTRACT IN THE
TOTAL AMOUNT OF \$544,500.00 INCLUDING APPLICABLE NMGR
FOR COMPREHENSIVE DESIGN/BUILD SERVICES FOR THE DESIGN
AND CONSTRUCTION OF A RESTROOM FACILITY TO BE LOCATED
IN THE WATER STREET PARKING LOT; FACILITYBUILD, INC.**

Removed from agenda, previously approved.

8. PRESENTATION

A. BUDGET UPDATE

Postponed.

9. MATTERS FROM STAFF

None.

10. MATTERS FROM THE COMMITTEE

Councilor Villarreal stated that she and others had asked staff to provide us with a time frame and detailed breakdowns of information on items related to budget gaps and hiring freeze specifics.

Ms. McCoy said the information presented was a certain point in time. An updated list will be provided in July with the budget.

Councilor Villarreal said she wanted to flag that we are asking because departments are asking to do 42% reductions across the board. Does that apply to Police and Fire as well. How are we looking at that.

Ms. McCoy said the reductions for each department are based on their funding source. The reductions vary from zero to reductions in the high 40s. They are not a certain amount across the board.

Mr. Fluetsch said for instance, the decline in lodgers tax is the largest decline of all of the revenue sources. That funds Tourism and Arts and Culture. Those departments will have the largest budget cuts.

Councilor Villarreal said she wants the details and percentages on that.

Ms. McCoy said we are going into a special Legislative Session on the 18th and there is a possibility of State funding. Our estimates now do not include that possible revenue, our use of reserves or Utility revenues.

Chair Abeyta said we don't want to go into the budget hearings blind as to what thinking went into the budget. The more information you can give us the better. Thank you Councilor Villarreal for asking for that. We want to know the rules of the game before we play.

Councilor Villarreal said there are things that seem to ebb and flow based on values. There are ways to look at it more in more in a big picture and holistic manner. It would help the public as well to understand. Simplify the information as well.

Councilor Lindell said thank you Councilor Villarreal. She thinks all of us have had many emails and phone calls on the Police budget. Any information we can get before the budget hearings is important. Time is not our friend in these things. This year in particular. She doesn't think we should be rushed. We need to vet these

things. This should not go unsaid.

Councilor Lindell said on another note, Councilor Harris became a grandfather today. We were tickled to hear that.

11. ADJOURN

There being no further business before the Committee the meeting adjourned at 5:50 pm.

Councilor Roman Abeyta, Chair



Elizabeth Martin, Stenographer

City of Santa Fe, New Mexico

memo

DATE: June 16, 2020

TO: Public Works Committee

FROM: John J. Romero, Acting Public Works Department Director *JR*

SUBJECT: **Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital Funds on Capital Expenses Normally Paid from City Operating Budgets**

BACKGROUND:

During this unprecedented time staff is looking for creative solutions towards closing a roughly \$100M funding gap in next fiscal year's operating budget, brought on by the current COVID-19 pandemic. Potential funds that can aid in closing this gap are existing capital funds.

The Public Works Department has been working with other city departments to evaluate all existing capital projects, looking at what projects can be placed on hold for the purpose of freeing up funds. These funds are primarily bond proceeds backed by ½% of the City's GRT earmarked for capital improvements. Capital project fund saving will then be applied towards capital expenses that are typically paid out of the City's operating funds.

A capitalizable expense is a fixed asset that has a useful life greater than 1 year and costs more than \$5k. In order to utilize bond proceeds, the average life of all capital expenditures must exceed the average life of the bond (10 years). This criteria will be utilized when determining what operation related capital expenses we apply these funds towards. The list of expenses staff will be looking to apply these funds towards, will be presented by the Finance Department during our upcoming FY20/21 budget proposals.

The re-prioritization was approved by the Public Works Committee on June 8, 2020 with a recommendation that it go before the Finance Committee. At the June 15, 2020 Finance Committee, an amendment was presented to add \$556,000 of additional funding to the Public Safety Radio System Replacement project in order to add a Computer Aided Dispatch (CAD) system to the project. The Finance committee recommended that the item be tabled so that the Public Works Committee can review the amendment.

At this time, the Public Works Department is asking the Public Works Committee to review and approve the revised re-prioritization of capital projects. The attached spreadsheet summarizes all active capital projects including staff recommendations for amendments to certain project budgets including the above mentioned revision. These amendments to project budgets now generates \$6,500,410 in project savings. The amendments are as follows:

- City Hall Improvements–Amend budget from \$600,000 to \$163,001 (\$436,999 savings)
 - Reduction in project scope including removal of renovations to Land Use’s office space and removal of under budgeted HVAC improvements.
- GCCC Improvements–Amend budget from \$4,934,243 to \$4,577,556 (\$356,687 savings)
 - Reduction in project scope including removal of pool room & window painting, removal of structural painting, and removal of pool tile repairs.
- Southside Library-Amend budget from \$88,998 to \$63,998 (\$25,00 savings)
 - Reduction in project scope including removal of rainwater harvesting system repair.
- New Fire Station #2-Amend budget from \$6,535,000 to \$399,688 (\$6,135,312 savings)
 - Design has been completed for this project. Postponement of construction is proposed.
 - Emergency service coverage lost due to postponement of this project will be coordinated between the City’s Fire Department and Santa Fe County Fire Department.
- Public Safety Radio System Replacement-Amend budget from \$2,000,000 to \$2,556,000 (\$556,000 increase)
 - Addition of Computer Aided Dispatch (CAD) system to project.
- MEG Cafeteria-Amend budget from \$413,664 to \$411,252 (\$2,412 project savings)
 - Remaining balance of completed project
- CRM Upgrade-Amend budget from \$100,000 to \$0 (\$100,000 project savings)
 - The Constituent and Council Services Department created a new CRM system in-house with City resources.
- SWAN Park-Amend budget from \$599,000 to \$349,000 (\$250,000 savings)
 - Amendment of scope to only include design and construction of Water Tank Plant Screen, Horse Shoe Pits/Huachas, BMX Pump Track, Dog Park, Hiker/Biker Trail Head & Park Overlook, and Jersey Barrier Perimeter Control.
 - Project Saving to be utilized for MRC Soccer Valley Improvements.
- MRC Soccer Valley-Amend budget from \$1.25M to \$1.5M (\$250,000 increase)
 - Revised Scope:
 - GIS Irrigation Assessment + Water Budgets
 - Complete Irrigation System Rehabilitation
 - Field Improvements & Drainage mitigation Via Irrigation Rehabilitation
 - Pump House Assessment and Rehabilitation
 - Edge Turf Reduction and Reduced Water Requirements
 - Removed from Scope:
 - Field Lighting
 - Parking and Circulation Design
 - Field Specific Rehabilitation

RECOMMENDED ACTION:

Approval of above mentioned project budget adjustments further explained in the attached spreadsheet.

2018 GRT Funded Project
1/2% GRT Revenue Funded Projects
GO Bonds
Special Revenue
Grant Funded Projects

Department	Project	Project Start Date/(Projected)	Project Projected Complete Date	Project Budget	Revised Project Budget	Project Savings	Justification	Comments	Funding Source
Facilities	City Hall	March-20	June-21	600,000.00	\$ 163,001.00	\$ 436,999.00	Land Use work not essential. HVAC for city hall is extensive. The current budget is not sufficient.	Continue roof repair. Place on hold Land Use work. Place on hold HVAC work as existing budget not sufficient.	2018 GRT Bond: \$600,000
	LU office reconstruction			10,278.35	10,278.35				
	LU misc electrical equipment			4,662.81	4,662.81				
	LUIP tile and new carpet installation			4,902.41	4,902.41				
Facilities	Fort Marcy	March-19	May-21	693,361.00	\$ 693,361.00	\$ -		Project complete with no remaining balance.	2018 GRT Bond: \$700,000
Facilities	Genoveva Chavez Community Center	April-19	October-21	4,934,243.00	\$ 4,577,556.00	\$ 356,687.00	Non-essential items that can be placed on hold; \$85,000 - Pool room and window painting; \$250,000 - structural painting; and \$21,687 Pool tile repairs	All essential repair work with the exception of: \$85,000 - Pool room and window painting; \$250,000 - structural painting; and \$21,687 Pool tile repairs	2018 GRT Bond: \$4,300,000
Facilities	Main Library	March-19	June-20	175,000.00	\$ 175,000.00	\$ -		Roof repair to the Main Library. Work to commence in May 2020.	2018 GRT Bond: \$155,000
Facilities	Southside Library	April-19	August-20	88,998.00	\$ 63,998.00	\$ 25,000.00	Non-essential item that can be placed on hold; \$25,000 Southside Library Rainwater Harvesting System Repair	Continue HVAC repair. Place on hold \$25,000 Harvesting System Repair	2018 GRT Bond: \$165,000
Facilities	Salvador Perez	November-19	June-20	2,124,965.00	\$ 2,124,965.00	\$ -		Renovation project underway and close to completion.	2018 GRT Bond: \$2,450,000
	Sal P Pool Filter	May-20	May-20	5,000.00	5,000.00				
	Sal P Structural Envelope Rehab			115,000.00	115,000.00			This is required to maintain the pool filtration system	
Facilities	Siringo Complex	February-20	August-20	117,113.00	\$ 117,113.00	\$ -		Continue HVAC and roof repair essential for staff return in Bldg. 1 which includes Polic Records	2018 GRT Bond: \$120,000
Facilities	Sher Building C	April-19	June-20	421,686.00	\$ 421,686.00	\$ -		Continue HVAC and roof repair.	2018 GRT Bond: \$580,000
Facilities	Tree Root & Paver Repair	October-19	May-20	60,000.00	\$ 60,000.00	\$ -		Checking on ADA compliance; safety issue on the eastside of the SF Convention Center.	2018 GRT Bond: \$60,000
Facilities	New Fire Station #2	May-20	December-21	6,000,000.00	\$ -	\$ 6,000,000.00		\$535,000 for Design is funded by Fire/ 1/2% GRT funds; new facility	2018 GRT Bond: \$6,000,000
	New Fire Station #2 - Design			395,000.00	395,688.00	139,312.00			
Facilities	MEG Cafeteria Addition - \$235K GRT Bond (+\$178K State Aging Grant)	April-19	September-19	413,664.00	\$ 411,252.00	\$ 2,412.00	Project Complete; remaining balance.	Project Complete; remaining balance.	2018 GRT Bond: \$235,000
Facilities	Restore Bridges at Urban Trails	March-20	October-20	240,000.00	\$ 240,000.00	\$ -		Continue essential bridge rehab work needed for safety.	2018 GRT Bond: \$235,000
Facilities	Midtown Planning and Site Preparation	July-19	April-21	1,100,000.00	\$ 1,100,000.00	\$ -			2018 GRT Bond: \$1,100,000
ITT	Public Safety Wireless	February-20	December-22	352,000.00	\$ 352,000.00	\$ -			2018 GRT Bond: \$200,000
ITT	Public Safety Radio System Replacement	December-19	December-20	2,000,000.00	\$ 2,556,000.00	\$ (556,000.00)		\$873,357 received from the County; Adding Computer Aided Dispatch (CAD) system.	2018 GRT Bond: \$2,000,000 & County
Constituent Svc	Constituent Relationship Manager (CRM)	90 days after contract awarded	June-20	100,000.00	\$ 100,000.00	\$ -		Project being performed inhouse	2018 GRT Bond: \$100,000
	TOTAL			19,895,873.57	13,395,463.54	6,500,410.03			

Facilities	SWAN Park	January-21	January-22	599,000.00	\$ 349,000.00	\$ 250,000.00	Revised Phase II scope. Project savings to be utilized for MRC Project.		2013, 2014 GO Bonds & CIP reallocation
Engineering	Tierra Contenta Trail	August-20	June-21	462,295.00	\$ 462,295.00	\$ -		\$426,438 funded from 13/14 GO Bonds	2013 & 2014 GO Bonds
Engineering	Rail Trail - All Segments	April-20	October-20	1,025,225.00	\$ 1,025,225.00	\$ -		Construction of the Rail Trail from Pen Road to Alta Vista Street	2013, 2014 GO Bonds & CIP reallocation
	TOTAL			2,086,520.00	1,836,520.00	250,000.00			

Facilities	GCCC Mechanical Mezzanine Roofs	February-20	December-20	865,000.00	\$ 865,000.00	\$ -		Renovation project is underway with design, imperative to addressing the desiccated droppings	GCCC CIP budget
Parking	Parking Revenue Access & Revenue Control System (PARCS)	January-20	June-20	1,500,000.00	\$ 1,500,000.00	\$ -		Funding is through Parking's CIP Enterprise fund & NMFA loan	Parking CIP funds & NMFA loan
Engineering	Arroyo Chamiso Crossing Study	May-19	July-20	275,000.00	\$ 275,000.00	\$ -		Planning costs only - Public Meeting 3/2020	City Road Impact Fees
Engineering	Camino Entrada Roundabout	December-19	November-20	1,141,000.00	\$ 1,141,000.00	\$ -		\$241,000 for design has already been funded the remaining \$900,000 is for construction. Funded through Traffic Mitigation funds	Traffic impact fees
	TOTAL			3,781,000.00	3,781,000.00	-			

Engineering	Acequia Trail	June-21	April-22	422,000.00	\$	422,000	\$	-	\$300,000 grant from NMDOT multi-purpose trail from S. Meadows/Rufina Street to San Felipe	NMDOT Grant for Design of Trail
Engineering	Agua Fria/Cottonwood	March-17	May-21	1,956,000.00	\$	1,956,000	\$	-	Grant award \$362,000- Design & ROW - \$1,594,000 Construction. No City match.	NMDOT Grant
Engineering	Agua Fria/S. Meadows	September-18	September-21	989,492.00	\$	989,492	\$	-	Grant award for \$989,492 - Additional funding will be needed for construction	NMDOT Grant & NM DFA Appropriation
Engineering	El Museo Cultural	March-20	December-20	160,000.00	\$	160,000	\$	-	\$160,000 DFA appropriation for roof repairs to El Museo	NM DFA Appropriation
Engineering	Green House for Therapy Program	February-20	November-20	150,000.00	\$	150,000	\$	-	\$148,500 DFA Appropriation	NM DFA Appropriation
Engineering	Guadalupe Street	August-17	August-22	5,117,200.00	\$	5,117,200	\$	-	\$5,117,200 Grant for Design & Construction	NMDOT Grant
Engineering	Harrison Road Sidewalk - Light Improvements	March-20	TBD depending on scope	228,000.00	\$	228,000	\$	-	\$228,000 in DFA Appropriation for lighting	NM DFA Appropriation
Engineering	Kitchen Angels	March-20	March-21	216,117.00	\$	216,117	\$	-	\$216,117 for Kitchen Angels renovations	NM DFA Appropriation
Engineering	La Comunidad del los Ninos	December-19	April-20	50,000.00	\$	50,000	\$	-	\$50,000 DFA appropriation for sewer repairs and minor interior repairs	NM DFA Appropriation
Engineering	Sandoval/Montezuma Intersection	September-19	January-20	100,000.00	\$	100,000	\$	-	\$100,000 DFA Appropriation for design services	NM DFA Appropriation
Engineering	Santa Fe Business Incubator	March-20	June-20	260,000.00	\$	260,000	\$	-	\$257,400 grant from NMEDD for new roof & ITT equipment	NMEDD
Transit	Southside Transit Center	April-19	April-21	3,198,071.00	\$	3,198,071	\$	-	The location of the shelter and stop upgrades were determined as the results of the Santa Fe MPO Bus Stop and Sidewalk Connectivity Assessment.	US DOT funding/20% Transit match required
Transit	Bus Shelter/Stop Upgrades	January-20	December-22	686,480.00	\$	686,480	\$	-	\$2,340,824 Funded by US DOT	US DOT funding/20% Transit match required
Transit	Downtown Transit Center	November-11	July-21	2,400,862.00	\$	2,400,862	\$	-	\$925,000 in DFA Appropriations; investment-grade energy due diligence phase underway - near completion.	US DOT funding/15% Transit match required
Facilities	Solarization and Lighting Project	August-19	December-21	14,922,462.00	\$	14,922,462	\$	-	\$500K City Match 18 GRT Bond Funds, \$250K City 12 GO Bond Funds, \$500K County Match and \$250K DFA Appropriation - per Project Manager the budgeted amount of \$1,250,000 is only for the design and development and the total soccer valley improvement will be \$8M	NM DFA Appropriation
Facilities	MRC Soccer Valley	February-20	October-21	1,250,000.00	\$	1,500,000	\$	(250,000.00)	\$117,000 DFA Appropriation for installation of bullet proof windows at Muni court; project near completion; awaiting delivery on bullet proof window.	City, County and NM DFA Appropriation
Facilities	Municipal Court Bullet Proof Windows	November-19	August-20	107,612.00	\$	107,612	\$	-	\$550,000 DFA Appropriation & \$24,118 Lodger's tax; project underway with phase II design and review by Historic preservation	NM DFA Appropriation
Facilities	Downtown Restroom Facility	July-18	February-21	693,807.00	\$	693,807	\$	-	\$1.1M DFA Appropriation, \$1M City already funded	NM DFA Appropriation & Lodgers tax
Facilities	Southside Teen Center	October-19	June-22	6,100,000.00	\$	6,100,000	\$	-	Total Appropriations \$9,765,000 (\$8,910,000 +\$855,000)	2 NM DFA Appropriations
Airport	Airport Terminal and Parking Lot Expansion	August-19	September-21	11,500,000.00	\$	11,500,000	\$	-	Grant award for \$1,250,200	NMDOTAD Grant
Airport	Runway 10-28 Mill and Overlay	May-19	November-11	1,227,500.00	\$	1,227,500	\$	-	\$1,064,161 was funded from the GRT Premium funds	GRT Premium Funds
Airport	Runway 20 RSA	October-19	April-20	729,096.00	\$	729,096	\$	-	\$2,262,660 USDOT & \$70,708 NMDOT	NMDOTAD Grant & NMDOT
Airport	Taxiway D Phase II	January-19	September-20	2,459,936.00	\$	2,459,936	\$	-		
TOTAL				54,924,635.00		55,174,635.00		(250,000.00)		

ORG	OBJECT	DESCRIPTION	EFF DATE	REF1	PO/REF2	REFERENCE
3209980	572960	WIP Design	1/7/2020	008182	22001303	LIQ/INV
3209980	572960	WIP Design	10/10/2019	008182	22001303	LIQ/INV
3209980	572960	WIP Design	9/17/2019	008182	22001303	PO ENT/PRF
3209980	572960	WIP Design	4/20/2020	008273	22001590	PO MAINT
3209980	572960	WIP Design	3/3/2020	008273	22001590	LIQ/INV
3209980	572960	WIP Design	12/12/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	11/21/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	10/10/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	10/2/2019	008273	22001590	PO ENT/PRF
3209980	572960	WIP Design	1/27/2020	003097	22001611	LIQ/INV
3209980	572960	WIP Design	12/24/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	12/24/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	11/19/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/17/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/17/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/4/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/4/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/2/2019	003097	22001611	PO ENT/PRF
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3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/3/2019	005730	22001615	PO ENT/PRF
3209980	572960	WIP Design	3/16/2020	003069	22001675	PO MAINT
3209980	572960	WIP Design	10/4/2019	003069	22001675	PO ENT/PRF
3209980	572960	WIP Design	10/10/2019	007567	22001788	PO ENT/PRF
3209980	572960	WIP Design	11/12/2019	008273	22002247	PO ENT/PRF
3209980	572960	WIP Design	3/13/2020	007856	22002449	LIQ/INV
3209980	572960	WIP Design	11/20/2019	007856	22002449	PO ENT/PRF
3209980	572960	WIP Design	2/6/2020	001834	22003428	PO ENT/PRF
3209980	572960	WIP Design	3/12/2020	001005	22003621	LIQ/INV
3209980	572960	WIP Design	2/20/2020	001005	22003621	PO ENT/PRF
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3209980	572960	WIP Design	3/13/2020	008249	22003643	PO MAINT
3209980	572960	WIP Design	3/3/2020	008249	22003643	PO MAINT

3209980	572960	WIP Design	2/21/2020 008249	22003643	PO ENT/PRF
3209980	572960	WIP Design	2/24/2020 008279	22003644	LIQ/INV
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3209980	572960	WIP Design	3/5/2020 001322	22003803	PO ENT/PRF
3209980	572960	WIP Design	3/5/2020 001954	22003865	PO ENT/PRF
3209980	572960	WIP Design	4/3/2020 003553	22003973	LIQ/INV
3209980	572960	WIP Design	3/10/2020 003553	22003973	PO ENT/PRF
3209980	572960	WIP Design	4/17/2020 002574	22004527	PO ENT/PRF
3209980	572960	WIP Design	4/17/2020 002574	22004527	PO ENT/PRF

FS#2 Design PO 22001611

Conceptual design to building & parking lot at MEG PO 22001615

Solarization of City Facilities PO 22001675

Snow melt system for dock area - MEG PO 22001788

City Hall - Depart reorg, Re-arrange departments and Haz Mat Report PO 22002247

Ft. Marcy Equipment Room PO 22002449

DFA Grant - design behavior & substance abuse facility PO 22003428

LU office reconstruction PO 22003803

LU Maint/reconstruction of new office PO 22003865

Sal P Structural Envelope Rehab PO 22003973

Southside Teen Center PO 22004527

AMOUNT	VDR NAME/ITEM DESC
-14,457.61	EARTH CARE INTERNATIONAL
-7,228.81	EARTH CARE INTERNATIONAL
21,686.42	EARTH CARE INTERNATIONAL
-0.99	SPEARS HORN ARCHITECTS
-201.51	SPEARS HORN ARCHITECTS
-1,112.42	SPEARS HORN ARCHITECTS
-9,715.89	SPEARS HORN ARCHITECTS
-10,624.16	SPEARS HORN ARCHITECTS
21,654.97	SPEARS HORN ARCHITECTS
-5,818.26	ATKIN OLSHIN SCHADE ARCHITECTS
-30,969.57	ATKIN OLSHIN SCHADE ARCHITECTS
-8,223.87	ATKIN OLSHIN SCHADE ARCHITECTS
-35,287.93	ATKIN OLSHIN SCHADE ARCHITECTS
-6,633.12	ATKIN OLSHIN SCHADE ARCHITECTS
-33,100.12	ATKIN OLSHIN SCHADE ARCHITECTS
-4,876.96	ATKIN OLSHIN SCHADE ARCHITECTS
-91,931.48	ATKIN OLSHIN SCHADE ARCHITECTS
383,752.89	ATKIN OLSHIN SCHADE ARCHITECTS
-447.30	MIFSUD ASSOCIATES ARCHITECTS LLC
-520.50	MIFSUD ASSOCIATES ARCHITECTS LLC
-650.63	MIFSUD ASSOCIATES ARCHITECTS LLC
-780.75	MIFSUD ASSOCIATES ARCHITECTS LLC
17,000.00	MIFSUD ASSOCIATES ARCHITECTS LLC
183,981.75	YEAROUT SERVICE LLC
113,480.00	YEAROUT SERVICE LLC
5,567.45	TOEPPER BRANDON DBA TEPPICS ENGINEERING
20,223.59	SPEARS HORN ARCHITECTS
-12,234.84	B&D INDUSTRIES INC
13,594.27	B&D INDUSTRIES INC
50,000.00	ST VINCENT HOSPITAL
-54.00	STATE OF NEW MEXICO REGULATION &
54.00	STATE OF NEW MEXICO REGULATION &
-650.63	EONS DE SANTA FE, LLC
600.00	EONS DE SANTA FE, LLC
-549.37	EONS DE SANTA FE, LLC

600.00 EONS DE SANTA FE, LLC

-988.95 PNM

988.95 PNM

2,382.63 CHAPARRAL MATERIALS INC

7,895.72 HOME DEPOT CREDIT SERVICE

-22,695.35 COOPERATIVE EDUCATIONAL SERVICES

38,896.12 COOPERATIVE EDUCATIONAL SERVICES

448,630.72 WILSON AND COMPANY INC (ALQ)

37,853.22 WILSON AND COMPANY INC (ALQ)

1,069,087.68

166,911.58 ATKIN OLSHIN SCHADE ARCHITECTS

14,600.82 MIFSUD ASSOCIATES ARCHITECTS LLC

297,461.75 YEAROUT SERVICE LLC

5,567.45 TOEPFER BRANDON DBA TEPPICS ENGINEERING

20,223.59 SPEARS HORN ARCHITECTS

1,359.43 B&D INDUSTRIES INC

50,000.00 ST VINCENT HOSPITAL

2,382.63 CHAPARRAL MATERIALS INC

7,895.72 HOME DEPOT CREDIT SERVICE

16,200.77 COOPERATIVE EDUCATIONAL SERVICES

486,483.94 WILSON AND COMPANY INC (ALQ)

1,069,087.68

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COMMENTS

CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES

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Christus St. Vincent Project

MISCELLANEOUS FEES, DUES, 2020
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increase to include NMGRT 2020

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MISCELLANEOUS FEES, DUES, 2020
MISCELLANEOUS FEES, DUES, PERM

BUILDING CONSTRUCTION SERVICES

BUILDING CONSTRUCTION SERVICES

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On-Call - Southside Teen Cente

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CONSULTING SERVICES
ENERGY COLLECTING EQUIPMENT AN
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ENGINEERING AND ARCHITECTURAL
Christus St. Vincent Project
BUILDING CONSTRUCTION SERVICES
BUILDING CONSTRUCTION SERVICES
ENGINEERING SERVICES, PROF2020

ORG	OBJECT	DESCRIPTION	EFF DATE	REF1	PO/REF2	REF3	REFERENCE
3209980	572970	WIP Construction	4/21/2020	001448	22000872	CAN 1	PO MAINT
3209980	572970	WIP Construction	8/30/2019	001448	22000872		PO ENT/PRF
3209980	572970	WIP Construction	4/21/2020	001265	22000992	CAN 1	PO MAINT
3209980	572970	WIP Construction	8/30/2019	001265	22000992		PO ENT/PRF
3209980	572970	WIP Construction	10/23/2019	001349	22001015	5166	LIQ/INV
3209980	572970	WIP Construction	10/23/2019	001349	22001015	5166	LIQ/INV
3209980	572970	WIP Construction	9/4/2019	001349	22001015		PO ENT/PRF
3209980	572970	WIP Construction	10/21/2019	001954	22001016	CAN 1	PO MAINT
3209980	572970	WIP Construction	9/4/2019	001954	22001016		PO ENT/PRF
3209980	572970	WIP Construction	1/28/2020	008212	22001099	11294	LIQ/INV
3209980	572970	WIP Construction	1/3/2020	008212	22001099	9469	LIQ/INV
3209980	572970	WIP Construction	12/12/2019	008212	22001099	8440	LIQ/INV
3209980	572970	WIP Construction	10/30/2019	008212	22001099	5901	LIQ/INV
3209980	572970	WIP Construction	9/6/2019	008212	22001099		PO ENT/PRF
3209980	572970	WIP Construction	4/15/2020	003553	22001249	16730	LIQ/INV
3209980	572970	WIP Construction	2/26/2020	003553	22001249	13645	LIQ/INV
3209980	572970	WIP Construction	1/17/2020	003553	22001249	10889	LIQ/INV
3209980	572970	WIP Construction	12/27/2019	003553	22001249	9241	LIQ/INV
3209980	572970	WIP Construction	12/19/2019	003553	22001249	8877	LIQ/INV
3209980	572970	WIP Construction	10/11/2019	003553	22001249	4551	LIQ/INV
3209980	572970	WIP Construction	9/26/2019	003553	22001249	3700	LIQ/INV
3209980	572970	WIP Construction	9/13/2019	003553	22001249		PO ENT/PRF
3209980	572970	WIP Construction	4/20/2020	006681	22001388	CAN 1	PO MAINT
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3209980	572970	WIP Construction	11/25/2019	001954	22001958	7488	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6745	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6746	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6748	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6749	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6752	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6747	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6750	LIQ/INV
3209980	572970	WIP Construction	10/22/2019	001954	22001958		PO ENT/PRF
3209980	572970	WIP Construction	12/19/2019	005996	22002855		PO ENT/PRF

3209980	572970	WIP Construction	3/12/2020	008046	22003996	PO ENT/PRF
3209980	572970	WIP Construction	3/13/2020	007926	22004041	PO ENT/PRF

Sal P Pool : PO 22001099
Sal P Struc PO 22001249
muni cour PO 22002855
LU-Misc El PO 22003996
LU - tile an PO 22004041

AMOUNT	VDR NAME/ITEM DESC	COMMENTS
-64.13	NEW MEXICAN	fees paid with PCARD 2020
64.13	NEW MEXICAN	COMMUNICATIONS AND MEDIA RELAT
-70.21	ALBUQUERQUE PUBLISHING COMPANY	paid fees with PCARD 2020
70.21	ALBUQUERQUE PUBLISHING COMPANY	COMMUNICATIONS AND MEDIA RELAT
-148.12	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PI2020
-3.10	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PI2020
151.22	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PINS,
-1,874.90	HOME DEPOT CREDIT SERVICE	quantity not amount 2020
1,874.90	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES
-1,270.89	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-843.64	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-422.91	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-1,131.00	GEO-TEST, INC.	Job No. 2-91012 Salvador P2020
4,901.38	GEO-TEST, INC.	ENGINEERING SERVICES, PROFESSI
-13,935.12	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-18,489.94	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-36,243.79	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-13,713.11	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-15,609.35	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-27,386.06	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-4,175.74	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
141,500.00	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: FABR
-74.08	FACILITYBUILD INC	project complete and paid 2020
-2,352.30	FACILITYBUILD INC	BUILDING MAINTENANCE, INST2020
-5,020.62	FACILITYBUILD INC	BUILDING MAINTENANCE, INST2020
7,447.00	FACILITYBUILD INC	BUILDING MAINTENANCE, INSTALLA
-4.07	HOME DEPOT CREDIT SERVICE	Invoices paid; ok to close2020
-204.68	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-43.88	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-87.85	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-86.93	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-184.36	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-863.23	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-330.42	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-69.48	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
1,874.90	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES
107,612.42	CONSTRUCTION DAVENPORT	GLASS AND GLAZING SUPPLIES

4,662.81 ALIVE ELECTRIC, INC.

ELECTRICAL EQUIPMENT AND SUPPL

4,902.41 CORONADO PAINT & DECORATING CENTER

FLOOR COVERING, FLOOR COVERING

130,357.47

1,232.94 GEO-TEST, INC.

ENGINEERING SERVICES, PROFESSI

11,946.89 COOPERATIVE EDUCATIONAL SERVICES

BUILDINGS AND STRUCTURES: FABR

107,612.42 CONSTRUCTION DAVENPORT

GLASS AND GLAZING SUPPLIES

4,662.81 ALIVE ELECTRIC, INC.

ELECTRICAL EQUIPMENT AND SUPPL

4,902.41 CORONADO PAINT & DECORATING CENTER

FLOOR COVERING, FLOOR COVERING



130,357.47


City of Santa Fe, New Mexico

MEMO

Date: June 15, 2020

To: Public Works/Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Director 
Jesse Roach, PhD, PE, Water Division Director 
Shannon Jones (Jun 16, 2020 08:16 MDT)

From: Lee R. Gagnon, Water Division Engineer Associate 

RE: Request to Re-budget Professional Services Agreement #19-0074 with FCS Group related to Asset Management Plan, CIP #3055 to FY 20/21

ITEM AND ISSUE

Request to re-budget all encumbered, unexpended funds for Professional Services Agreement #19-0074 with Financial Consulting Solutions (FCS) Group related to Water Division's Asset Management Plan, CIP #3055 to Fiscal Year 2020/2021. The project Munis number is #3200480. Contract duration is requested to be extended 365 days to expire June 30, 2021.

BACKGROUND AND SUMMARY

The City entered into a Professional Services Agreement contract for Asset Management Plan in January 2019. The contract expires on June 30, 2020. Approximately 85% of the scheduled tasks have been completed this fiscal year; 80% of the encumbered budget has been invoiced to date. The asset management plan report has been received; the remaining work is associated with implementation, software analysis, and change management to shift the Water Division's operation to a more proactive approach to asset management. Unexpected project delays occurred due to COVID-19 travel restrictions, as well as a shift in the contractor's hierarchy. The workload/personnel hours and costs for the contractor will remain unchanged.

FUNDING

Funding is available under Organization/Object #5050395.510300, Munis #3200480. This project is listed in the Public Utilities Department CIP. The existing PO #22001181 that funds this contract reflects \$210,709.73 inclusive of NMGRT. The remaining budget requested to be carried forward is estimated to be \$53,768.20 inclusive of NMGRT.

ACTION REQUESTED

The Water Division recommends:

- Re-budget all encumbered, unexpended funds for Professional Services Agreement #19-0074 with Financial Consulting Solutions (FCS) Group related to Water Division's Asset Management Plan, CIP #3055 to Fiscal Year 2020/2021.
- Extend contract duration date by 365-days to expire on June 30, 2021.









Memo - To Comms - Request to Rebudget FCS for AMP

Final Audit Report

2020-06-16

Created:	2020-06-15
By:	Lee Gagnon (lrgagnon@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2_7R4nlqiJH3Gb-S5PYIWRSm77mJ1t

"Memo - To Comms - Request to Rebudget FCS for AMP" History

-  Document created by Lee Gagnon (lrgagnon@ci.santa-fe.nm.us)
2020-06-15 - 10:34:44 PM GMT - IP address: 63.232.20.2
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-06-15 - 10:36:42 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-06-15 - 11:05:18 PM GMT - IP address: 23.103.200.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-06-15 - 11:06:09 PM GMT - Time Source: server - IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-06-15 - 11:06:10 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-06-16 - 2:15:52 PM GMT - IP address: 23.103.201.254
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-06-16 - 2:16:01 PM GMT - Time Source: server - IP address: 63.232.20.2
-  Signed document emailed to Jesse Roach (jdroach@santafenm.gov), Shannon Jones (swjones@santafenm.gov) and Lee Gagnon (lrgagnon@ci.santa-fe.nm.us)
2020-06-16 - 2:18:01 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0074**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 30, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and FCS Group, Inc.. The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide financial services to the City.

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

1. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2021, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and

shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

CONTRACTOR: Financial Consulting Solutions Group, Inc.

ALAN WEBBER, MAYOR

NAME & TITLE

Date: _____

Date: _____

CRS#03-420605-00-1
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2020 15:34 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050395.510300
Business Unit/Line Item






2020 06 15 Amenfment#1 FCS amp

Final Audit Report

2020-06-15

Created:	2020-06-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3iQa8SwO6JVZGZ2rwnkq73SSeLj5F7BOD

"2020 06 15 Amenfment#1 FCS amp" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-15 - 9:32:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-15 - 9:32:54 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-15 - 9:34:15 PM GMT- IP address: 67.0.215.15
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-15 - 9:34:28 PM GMT - Time Source: server- IP address: 67.0.215.15
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-15 - 9:34:28 PM GMT



City of Santa Fe

Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor FCS Group

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$285,035.75

Termination Date: June 30, 2020

Approved by Council Date: 19-0074

or by City Manager Date: _____

Contract is for: AMP Contract

Amendment # 1 to the Original Contract# 19-0074

Increase/(Decrease) Amount \$ \$0.00

Extend Termination Date to: June 30, 2021

Approved by Council _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 285,035.75 of original Contract# _____ Termination Date: 6/30/2020

Reason: AMP

Amount \$ 0.00 amendment # 1 Termination Date: 6/30/2021

Reason: Extend Term

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$285,035.75



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 19/13/P Date: _____

RFQ # _____ Date: _____

Sole Source # _____ Date: _____

Other _____

6 **Procurement History:** 2 yr
example: (First year of 4 year contract)


Fran Dunaway, CPO (May 19, 2020 11:38 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP **BU/Line Item:** 5050395.510300

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: FINANCIAL CONSULTING SOLUTIONS GROUP, INC. (FCS GROUP)

Procurement Title: ENGINEERING SERVICES FOR CITY OF SANTA FE WATER DIV. ASSET MANAGEMENT PLAN, CIP # 3055

Solicitation RFP#: '19/13/P

Department Requesting/Staff Member: PUBLIC UTILITIES DEPT/WATER DIVISION/LEE R. GAGNON

Procurement Requirements:

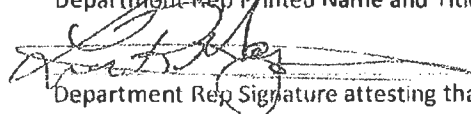
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

LEE R. GAGNON - ENGINEER ASSOCIATE

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

Frank Dunaway, CPO (May 19, 2020 11:38 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Pricing evaluation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract Award Notice |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of Executed Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (if applicable)*

YES

N/A

- Documentation from protester filed with the Purchasing Office
- Letter from Department to Purchasing Office Providing response to protest
- Letter from Purchasing Officer to protester and Department on final outcome
- Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES

N/A

Original proposal (s) with no redactions

LEE R. GAGNON, ENGINEER ASSOCIATE

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0074**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 30, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and FCS Group, Inc.. The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide financial services to the City.

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

1. TERM.

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

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and

shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

CONTRACTOR: Financial Consulting Solutions Group, Inc.

JAREL LAPAN HILL, CITY MANAGER

NAME & TITLE

Date: _____

Date: _____

CRS#03-420605-00-1

Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.510300
Business Unit/Line Item

City of Santa Fe, New Mexico

MEMO

Date: April 21, 2020

To: Jarel Lapan Hill, City Manager

Via: Shannon Jones, Public Utilities Director ^{SJ}
Jesse Roach, PhD, PE, Water Division Director ^{5 J (Apr 22, 2020)} JR

From: Lee R. Gagnon, Water Division Engineer Associate LRG

RE: Request to Re-budget Professional Services Agreement #19-0074 with FCS Group related to Asset Management Plan, CIP #3055 to FY 20/21

ITEM AND ISSUE

Request to re-budget all encumbered, unexpended funds for Professional Services Agreement #19-0074 with Financial Consulting Solutions (FCS) Group related to Water Division's Asset Management Plan, CIP #3055 to Fiscal Year 2020/2021. The project Munis number is #3200480. Contract duration is requested to be extended 365 days to expire June 30, 2021.

BACKGROUND AND SUMMARY

The City entered into a Professional Services Agreement contract for Asset Management Plan in January 2019. The contract expires on June 30, 2020. Approximately 85% of the scheduled tasks have been completed this fiscal year; 80% of the encumbered budget has been invoiced to date. The asset management plan report has been received; the remaining work is associated with implementation, software analysis, and change management to shift the Water Division's operation to a more proactive approach to asset management. Unexpected project delays occurred due to COVID-19 travel restrictions, as well as a shift in the contractor's hierarchy. The workload/personnel hours and costs for the contractor will remain unchanged.

FUNDING

Funding is available under Organization/Object #5050395.510300, Munis #3200480. This project is listed in the Public Utilities Department CIP. The existing PO #22001181 that funds this contract reflects \$210,709.73 inclusive of NMGRT.

ACTION REQUESTED

The Water Division recommends:

- Re-budget all encumbered, unexpended funds for Professional Services Agreement #19-0074 with Financial Consulting Solutions (FCS) Group related to Water Division's Asset Management Plan, CIP #3055 to Fiscal Year 2020/2021.
- Extend contract duration date by 365-days to expire on June 30, 2021.









Memo - To CM - Request to Rebudget FCS for AMP

Final Audit Report

2020-04-22

Created:	2020-04-22
By:	Lee Gagnon (lrgagnon@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsKD9oTU6x6xjUO3If3zvmAuCcbJ8dzf

"Memo - To CM - Request to Rebudget FCS for AMP" History

-  Document created by Lee Gagnon (lrgagnon@ci.santa-fe.nm.us)
2020-04-22 - 3:12:41 PM GMT - IP address: 63.232.20.2
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-04-22 - 3:13:42 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-04-22 - 8:22:58 PM GMT - IP address: 63.232.20.2
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-04-22 - 8:24:56 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to S J (swjones@santafenm.gov) for signature
2020-04-22 - 8:24:58 PM GMT
-  Email viewed by S J (swjones@santafenm.gov)
2020-04-22 - 9:19:48 PM GMT - IP address: 63.232.20.2
-  Document e-signed by S J (swjones@santafenm.gov)
Signature Date: 2020-04-22 - 9:20:26 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to S J (swjones@santafenm.gov), Lee Gagnon (lrgagnon@ci.santa-fe.nm.us) and Jesse Roach (jdroach@santafenm.gov)
2020-04-22 - 9:20:26 PM GMT

City of Santa Fe

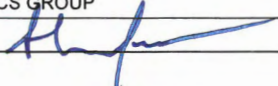
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	PUBLIC UTILITIES	Department Name:	
Division Name:	WATER	Division Name:	

Financial Information

Amount Requested:	N/A (term extension only)	Munis Fund Number:	505
Vendor Name:	FCS GROUP	Munis Org Number:	5050395
Approved by Director?		Munis Object Code:	510300

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This is a one-time term-only extension of the existing contract, due to delays caused by COVID-19 restrictions.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This will help to create an Asset Management Plan for the Water Division; this will help us to become more efficient with capital and operating expenses by optimizing the assets we rehabilitate, replace, and repair moving forward. This will also allow us to attain Water Trust Board funding for future projects.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No; the Water Division has never had an Asset Management Plan in place, so we will rely on subject matter experts to ensure our success. While we could develop a plan internally, the implementation of the plan is where the additional time with the Contractor will be most beneficial in our path forward.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

As this is term-only, there are no additional expenditures to approve.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

As this is term-only, there are no additional expenditures to fund.

Procurement Office Signature	Budget Office Signature	Finance Director Signature

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2019

PRODUCER

 SHINSTROM & NORMAN INC
 PO Box 638
 Kirkland, WA 98083
 (425) 827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

 FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
 7525 166TH AVENUE NE, STE #D-215
 REDMOND, WA 98052

INSURERS AFFORDING COVERAGE
NAIC#

INSURER A: LIBERTY MUTUAL INS. CO.

INSURER B.

INSURER C.

INSURER D.

INSURER E.

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	BKW58035312	09/20/19	09/20/20	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	BAA58035312	09/20/19	09/20/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY \$
A		EXCESS/UMBRELLA LIABILITY	USO58035312	09/20/19	09/20/20	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE \$ 2,000,000
						\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY	BKW58035312	09/20/19	09/20/20	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L. EACH ACCIDENT \$ 1,000,000 E L. DISEASE - EA EMPLOYEE \$ 1,000,000 E L. DISEASE - POLICY LIMIT \$ 2,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WASH STOP GAP			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

 RE: OPERATIONS - PO #18191018, PO #18191019, PO #18191031
 THE CERTIFICATE HOLDER(S) ARE INCLUDED AS PRIMARY ADDITIONAL INSURED PER ATTACHED FORM CG8810 AND INCLUDES WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

 CITY OF SANTA FE
 801 W SAN MATEO RD
 SANTA FE, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

of REC

126

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.



205
202
123

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

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

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



235

of 282

121

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



235

of 262

133

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

10/3/2019

PRODUCER
 Shinstrom & Norman Inc.
 P.O. Box 638
 Kirkland, WA 98083
 (425) 827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
 7525 166TH AVE. NE, SUITE D-215
 REDMOND, WA 98052

INSURER A: STARSTONE NATIONAL INSURANCE CO.
 INSURER B: NAIC: 25496
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY; <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="0"> <tr> <td><input type="checkbox"/></td> <td>WC STATU- TORY LIMITS:</td> <td><input type="checkbox"/></td> <td>OTH- ER</td> </tr> <tr> <td>E L</td> <td>EACH ACCIDENT</td> <td>\$</td> <td></td> </tr> <tr> <td>E L</td> <td>DISEASE - EA EMPLOYEE</td> <td>\$</td> <td></td> </tr> <tr> <td>E L</td> <td>DISEASE - POLICY LIMIT</td> <td>\$</td> <td></td> </tr> </table>	<input type="checkbox"/>	WC STATU- TORY LIMITS:	<input type="checkbox"/>	OTH- ER	E L	EACH ACCIDENT	\$		E L	DISEASE - EA EMPLOYEE	\$		E L	DISEASE - POLICY LIMIT	\$	
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A	OTHER PROFESSIONAL LIABILITY	09550B198APL CLAIMS MADE FORM	09/20/19	09/20/20	\$2,000,000 EACH CLAIM \$4,000,000 AGGREGATE \$ 5,000 DEDUCTIBLE																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RETROACTIVE DATE: 7/26/1988

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CITY OF SANTA FE
 801 W SAN MATEO RD.
 SANTA FE, NM 87505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC 1987

Official Document
Please Post

Business Name: **FCS GROUP**

Location: **SF COUNTY**

Class: **BUSINESS LOCATED OUT OF CITY LIMITS**

Comment:

Control Number: 0073024

License Number: 19-00154590

Issue Date January 09, 2019

Expiration Date December 31, 2019

FCS GROUP
7525 166TH AVE NE STE D215

REDMOND WA 98052

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

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

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform Engineering Services for a Capital Asset Management Plan for the City of Santa Fe as in Exhibit A – The Work Plan attached hereto and incorporated herein:

B. Performance Measures/ Deliverables.

Contractor shall substantially perform the following Performance Measures:

Task	Number of Sub-Task	Sub-Task Descriptions
Phase 1: Gathering Data	1	Kick-Off Meeting
Phase 1: Gathering Data	2	Literature Review
Phase 1: Development of AMP	3A	First 50% Preliminary Draft
Phase 1: Development of AMP	3B	Second 75% Pre-Final Draft
Phase 1: Development of AMP	3C	Third 100% Final Draft
Phase 2: Development of Replacement Schedule	4	To feed City Capital Improvement Plan
Phase 3: Asset Management Software	5	Scope and Setup for tie-in to asset management/work order system

- 1) Kickoff Meeting Agenda (via email)
- 2) Draft Final Work Plan and Kickoff Meeting Materials (10 copies)
- 3) Kickoff Meeting Minutes (via email)
- 4) Final Work Plan (10 copies)
- 5) Bi-Weekly Progress Meeting Minutes (via email)
- 6) Monthly Progress Reports (10 copies)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed a sum not to exceed an amount of two hundred eighty five thousand and thirty five dollars (\$285,035.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand two hundred fifty one and seventy five cents (\$14,251.75) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred ninety nine thousand two hundred eighty six dollars and seventy five cents (\$299,286.75). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2020** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims

for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers

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

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

20. Records and Financial Audit.

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

21. Indemnification.

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

22. New Mexico Tort Claims Act

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

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
FCS Group
Redmond Town Center
7525 166th Ave. NE, Ste D-215
Redmond, WA 98052

26. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:
FCS Group

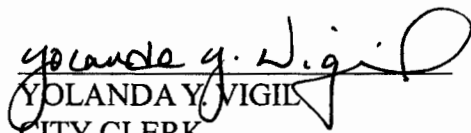

ALAN WEBBER, MAYOR

 / PRESIDENT
NAME AND TITLE

DATE: 3/25/19

DATE: 3/8/2019
CRS#03-420605-00-1
Registration # 18-00154590

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 1/30/2019

APPROVED AS TO FORM:

 12/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52354.510300
Business Unit Line Item

Item# _____
Munis Contract# _____

**CITY OF SANTA FE
AMENDMENT No. 1 TO
AGREEMENT BETWEEN CITY AND CONTRACTOR
ITEM#19-0874**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE CONTRACT for SERVICES AGREEMENT #19-0874 BETWEEN CITY AND CONTRACTOR, dated November 13, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Pool Pro LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, the Contractor has agreed to provide construction services for replacement of existing pool liner with pool plaster system at the Salvador Perez Recreation Building per Cooperative Educational Services Contract #17-011AB-C121-ALL.

B. Pursuant to Article 8 of the City of Santa Fe Contract for Services Agreement #19-0874, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. CONTRACT SUM:

Article 3 of the Agreement is amended to increase the total contract sum dollar amount by \$66,133.31 to include provision for additional Work per the attached proposal dated March 16, 2020 (Exhibit 1,A), so that Article 3 reads as follows:

The City shall pay the Contractor based upon acceptance of completed work and as invoiced for each deliverable itemized in the Contractor's price proposal.

The total compensation under this Agreement shall not exceed two hundred sixty-seven thousand, three hundred seventy-eight dollars and seventy-one cents, (\$267,378.71) inclusive of New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Contract for Services Agreement #19-0874 Between Owner and Contractor for the removal of pool liner and replacement with pool plaster system at the Salvador Perez Recreation Building.

CITY OF SANTA FE:

CONTRACTOR:
POOL PRO LLC

Russell Fausnaugh

ALAN WEBBER, MAYOR

RUSSELL FAUSNAUGH,
MANAGING MEMBER.

DATE: _____

DATE: 4/14/2020
CRS# 2-499252-11-6
Registration# 19-00110959

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

MDM *3/25/20*

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item

3359980.572970; GRT 183550-Construct



PO Box 19426
Albuquerque, NM 87119
Tel: (505) 328-7665 Fax: (505) 466-5005

March 16, 2020

Anson Rane
City of Santa Fe Facilities Division, Project Administrator
601 Alta Vista St. Santa Fe NM 87505

Re: Removal of extra plaster, gutter skirt, and expansion joint Salvador Perez Pool
Pool 75' x 55' 3' to 10' deep with ramp in shallow end

1. Remove additional layers of plaster from the pool shell and haul off. Chip down the concrete where the new main drains were installed so the concrete will be flush with the existing plaster

\$21,500.00

Note: 5 men, 4 days, equipment, hauling

2. Removal of flanges and gutter skirt

\$12,775.00

Note: 2 men, 3 days, 2 welders, equipment, hauling

3. Install 2 coats of waterproofing membrane with poly fabric to cold joints in the pool where the new ramp was added. Clean out the existing expansion joint at the break line and repair concrete along the joint. Install 2x2" non-skid tile along each side of the expansion joint and seal with chemical resistant white sealant

\$14,460.00

Note: 2 men, 2 days, Tiler, application of membrane and waterproof coating at ramp cold joints, tile, joint sealant

4. Rebuild ramp wall where the loose material has been removed in prep for new tile. Install 2x2" non-skid white tile on the side walls of the ramps where the railing is non removable and seal around railing post with chemical resistant sealant

\$11,180.00

Note: 2 tilers, 2 masons, 2 days, rebuild wall behind rail and at rail penetrations, 220 sq.ft. 2"x2" tile, grout and sealant

5. Bond

\$1,500.00

6. Tax

\$4,718.31

\$66,133.31

Thank you for the opportunity to participate in your project. Please call if you have any questions.

Respectfully submitted,

Rusty Fausnaugh

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, APRIL 06, 2020**

ITEM 6d

Salvador Perez Recreation Center Project Status Updated and Request for Approval of Amendment No. 1 to the Contract (MUNIS Contract #3201566) with Pool Pro, LLC to Increase the Contract by \$66,133.31 (Inclusive of NMGRT) to \$267,378.71 for Additional Work Discovered and Required to Complete Pool Replastering. (Anson Rane, PW Project Administrator, arane@santafenm.gov, 955-5935)

PUBLIC WORKS COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON RIVERA	X		
COUNCILOR ABEYTA	X		
COUNCILOR VIGIL COPPLER	X		
COUNCILOR GARCIA	X		
COUNCILOR VILLARREAL	X		

City of Santa Fe New Mexico

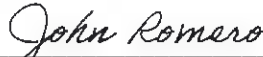
Public Works Dept. - Facilities Division

MEMO

DATE: March 27, 2020

TO: Public Works, CIP & Land Use Committee/ Governing Body

VIA:



John Romero, Acting Department Director, Public Works
Michael Rodriguez, Division Director, Facilities

FROM: Anson Rane, Facilities Division Project Administrator, Public Works

ISSUE: Project Progress Update and Approval of Amendment No. 1 for Pool Pro LLC Construction Contract for Pool Resurfacing at Salvador Perez Pool

PROJECT SUMMARY

The Salvador Perez Recreation Building has been undergoing extensive improvements for the past six months with the scope of work including the rehabilitation of the insulation and building envelope, structural repairs, HVAC replacement, upgrades to the locker rooms and swimming pool resurfacing. Four general contractors are engaged to complete this broad scope: B&D Industries for building envelope and structural; Ameresco for HVAC, FacilityBuild, Inc. for locker rooms and PoolPro LLC for pool resurfacing. The project is funded by the 2018 GRT bond for \$2,124,965; \$201,245 from the GRT Bond Premium for the pool resurfacing and \$52,396.88 from savings on the GRT Bond funded Southside Library Roof Replacement Project.

Currently, major portions of the work are complete or are nearing completion. The work on the existing swimming pool, the last major component of the schedule, has commenced and is progressing well. However, during the removal of the existing pool liner and plaster finish, several unforeseen conditions came to light which will require additional work and cost to the project. All of the following conditions were not apparent at the time of Pool Pro's proposal due to the fact that the pool liner was still covering the pool surface at that time and could not be removed due to ongoing work in the natatorium:

- The existing pool surfacing consists of 5 total layers of plaster over the original gunite concrete base and all layers must be removed to provide a proper substrate for the new plaster system.
- An existing expansion joint was uncovered under several layers of existing pool plaster and will need to be cleared of plaster and reconditioned.
- A concrete covered utility trench at the bottom of the pool and extending through the length of the pool, was uncovered and the concrete topping will need to be ground down to provide a flush surface for the new plaster system.
- At the perimeter gutter (pool water circulation system) a metal flashing that had been welded to the gutter for the pool liner system will need to be removed and the gutter surface ground smooth in order to provide proper termination of the new plaster system at the gutter.

MEMO

Project Progress Update and Approval of Amendment No. 1 for the Pool Pro LLC Construction Contract for Pool Resurfacing at Salvador Perez Pool

Page 2

The total project expenditure for the facility rehabilitation (including previous a change order to B&D Industries), the pool liner and this change order for Pool Pro LLC will be \$2,444,740 which is below the budget projected for the project in the GRT Bond of \$2,450,000.

Project Schedule

The work of all four contractors must be completed prior to reopening. Both the locker room remodel by FacilityBuild and the B&D Industries work on the building and envelope and structure are substantially complete. The HVAC work by Ameresco is 80% complete with testing and balancing work scheduled to be completed after the pool work. All work is anticipated to be complete by April 30, 2020 and at that time, fitness equipment and furniture can be moved into the building in preparation for the building to be turned back over to the Parks and Recreation Department.

Summary of Pool Pro Contract Amendment No. 1

1. Remove additional layers of existing plaster.
2. Repair and recondition existing plaster expansion joint.
3. At existing concrete covered utility trench in pool, grind down to provide flush surface to receive new pool plaster system.
4. At continuous perimeter gutter system, cut and remove existing metal flashing to allow for removal of existing plaster below, grind smooth at gutter and provide watertight transition of new plaster to gutter.

BUDGET

Funds for Pool Pro Contract Amendment 1 are available in GRT 183550-Construct, org 3359980 object 572970. This contract is procured through CES Contract 17-011AB-C121-ALL (Exhibit 1,C).

REQUESTED ACTION

Request approval of Amendment No.1 to the Pool Pro LLC contract for pool plastering at the Salvador Perez Recreation Building to increase compensation by \$66,133.31 to \$267,378.71 inclusive of NMGR.

ATTACHMENTS

City of Santa Fe – Amendment No.1 to City of Santa Fe Contract for Services (Exhibit 1)
Contractor's Amendment #1 Price Proposal dated 3/16/2020 (Exhibit 1,A)
Contractor's Certificate of Liability Insurance (Exhibit 1,B)
CES Contract with Pool Pro (Exhibit 1,C)
City of Santa Fe Contract 19-0874 with Pool Pro (Exhibit 1,D)
Procurement Checklist – Amendment 1, Pool Pro (Exhibit 2)
Summary of Contract – Amendment 1, Pool Pro (Exhibit 3)
xc: Project File

LEGISLATIVE SCHEDULE:

Public Works Committee: 4/6/2020

City Council: 4/8/2020

Item# _____
Munis Contract# _____

**CITY OF SANTA FE
AMENDMENT No. 1 TO
AGREEMENT BETWEEN CITY AND CONTRACTOR
ITEM#19-0874**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE CONTRACT for SERVICES AGREEMENT #19-0874 BETWEEN CITY AND CONTRACTOR, dated November 13, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Pool Pro LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, the Contractor has agreed to provide construction services for replacement of existing pool liner with pool plaster system at the Salvador Perez Recreation Building per Cooperative Educational Services Contract #17-011AB-C121-ALL.

B. Pursuant to Article 8 of the City of Santa Fe Contract for Services Agreement #19-0874, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. CONTRACT SUM:

Article 3 of the Agreement is amended to increase the total contract sum dollar amount by \$66,133.31 to include provision for additional Work per the attached proposal dated March 16, 2020 (Exhibit 1,A), so that Article 3 reads as follows:

The City shall pay the Contractor based upon acceptance of completed work and as invoiced for each deliverable itemized in the Contractor's price proposal.

The total compensation under this Agreement shall not exceed two hundred sixty-seven thousand, three hundred seventy-eight dollars and seventy-one cents, (\$267,378.71) inclusive of New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Contract for Services Agreement #19-0874 Between Owner and Contractor for the removal of pool liner and replacement with pool plaster system at the Salvador Perez Recreation Building.

CITY OF SANTA FE:

CONTRACTOR:
POOL PRO LLC

ALAN WEBBER, MAYOR

RUSSELL FAUSNAUGH,
MANAGING MEMBER.

DATE: _____

DATE: _____
CRS# 2-499252-11-6
Registration# 19-00110959

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

MDM 3/25/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item

3359980.572970; GRT 183550-Construct



PO Box 19426
Albuquerque, NM 87119
Tel: (505) 328-7665 Fax: (505) 466-5005

March 16, 2020

Anson Rane
City of Santa Fe Facilities Division, Project Administrator
601 Alta Vista St. Santa Fe NM 87505

Re: Removal of extra plaster, gutter skirt, and expansion joint Salvador Perez Pool
Pool 75' x 55' 3' to 10' deep with ramp in shallow end

1. Remove additional layers of plaster from the pool shell and haul off. Chip down the concrete where the new main drains were installed so the concrete will be flush with the existing plaster

\$21,500.00

Note: 5 men, 4 days, equipment, hauling

2. Removal of flanges and gutter skirt

\$12,775.00

Note: 2 men, 3 days, 2 welders, equipment, hauling

3. Install 2 coats of waterproofing membrane with poly fabric to cold joints in the pool where the new ramp was added. Clean out the existing expansion joint at the break line and repair concrete along the joint. Install 2x2" non-skid tile along each side of the expansion joint and seal with chemical resistant white sealant

\$14,460.00

Note: 2 men, 2 days, Tiler, application of membrane and waterproof coating at ramp cold joints, tile, joint sealant

4. Rebuild ramp wall where the loose material has been removed in prep for new tile. Install 2x2" non-skid white tile on the side walls of the ramps where the railing is non removable and seal around railing post with chemical resistant sealant

\$11,180.00

Note: 2 tilers, 2 masons, 2 days, rebuild wall behind rail and at rail penetrations, 220 sq.ft. 2"x2" tile, grout and sealant

5. Bond

\$1,500.00

6. Tax

\$4,718.31

\$66,133.31

Thank you for the opportunity to participate in your project. Please call if you have any questions.

Respectfully submitted,

Rusty Fausnaugh



PO Box 19426
Albuquerque, NM 87119
Tel: (505) 328-7665 Fax: (505) 466-5005

March 16, 2020

Anson Rane
City of Santa Fe Facilities Division, Project Administrator
601 Alta Vista St. Santa Fe NM 87505

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Respectfully submitted,

Rusty Fausnaugh



CERTIFICATE OF LIABILITY INSURANCE

POOLP-1

OP ID: MT

DATE (MM/DD/YYYY)
10/10/2019

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 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 Cress Insurance Consultants 6101 Moon St. NE Suite 1000 Albuquerque, NM 87111 Cara Cress	CONTACT NAME: Cara Cress PHONE (A/C, No. Ext): 505-822-8114 E-MAIL ADDRESS: ccress@cressinsurance.com	FAX (A/C, No): 505-822-0341
	INSURER(S) AFFORDING COVERAGE	
INSURED Pool Pro LLC Rusty Fausnaugh P O Box 19426 Albuquerque, NM 87119	INSURER A : Acuity	
	INSURER B :	
	INSURER C : New Mexico Mutual Casualty	
	INSURER D :	
	INSURER E :	
	INSURER F :	


COVERAGES**CERTIFICATE NUMBER:****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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZD5958	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZD5958	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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	44320.116	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

MISCEL 1 City of Santa Fe Salvador Perez Swimming Pool 601 Alta Vista 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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COOPERATIVE EDUCATIONAL SERVICES

December 02, 2016

Contract Award Letter

Julie Fausnaugh
POOL PRO
PO Box 19426
Albuquerque, NM 87119

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:
17-011AB-C121-ALL Swimming Pools

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2017-011A solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the RFP documents that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

Pool Pro, LLC is a company dedicated to providing an all-around safe aquatic environment at regulated swimming pools in New Mexico. Our expertise includes all aspects of managing a commercial swimming pool, from water quality and mechanical systems to staff training and programming. PoolPro is the only business in the State of New Mexico that provides product sales and support for commercial swimming pools.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

"Your New Mexico Procurement Partner Since 1979"

**ACCEPTANCE OF OFFER
and CONTRACT AWARD**

RFP NUMBER 2017-011A

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name PoolPro LLC

Address PO Box 19426 City Albuquerque State NM Zip 87,119

Contract Contact Person Julie Fausnaugh

Authorized Signature *Julie Fausnaugh* Printed Name Julie Fausnaugh

OFFER EXTENDED TO TEXAS SERVICE AGENCIES



If you are willing to enter into a contract with TexBury (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

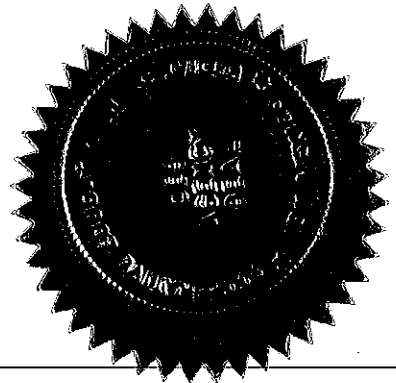
ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

David Chang
CES Authorized Signature

Awarded this 16th day of November 2016





COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between

POOL PRO

and

Cooperative Educational Services

Said Contract(s) being numbered: _____

17-011AB-C121-ALL Fitness, Parks, Playground, Recreational Equipment and Related Items

The existing Contract initially commenced on November 16, 2016 and will expire on November 16, 2017. The Term of Contract and Extension in 2017-011A RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 15, 2020. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until November 16, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2017-011A RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature *Daniel Chavez* Date October 10, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature *Julie Fauznanoff* Date 10/13/17
Printed Name Julie Fauznanoff Title Owner/member

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11-16-17

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective

11/16/2017

Authorized Signature _____ Date _____

"Your New Mexico Procurement Partner Since 1979"



Cooperative Educational Services - Contract Amendment for Increase in CES Administrative Fee

It is mutually agreed between the parties that the Contract Amendment to increase the CES Administrative Fee from 1.0% to 1.25% for all purchase orders received January 1, 2019 and after, regardless of the date of the quote, for the following Contract Holder and Contract Number(s).

POOLPRO LLC

17-011AB-C121-ALL

17-011BB-C102-ALL

17-011BB-R123-ALL

Must check one of the options below:

Increase administrative fee with no changes in contract(s) pricing;

Increase administrative fee with changes in contract(s) pricing;

Terminate the contract(s).

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of signature by CES below, or a specified date, whichever is later.

POOLPRO LLC

Company Name

Authorized Signature

Russell Fausnaugh

Print Name

12.7.2018

Date Signed

CES

Cooperative Educational Services

Authorized Signature

David Chavez

Print Name

11/30/2018

Date Signed

TAB 6**Form D: OFFEROR'S INDEFINITE QUANTITY UNIT PRICE DECLARATION FORM**

Instructions: (Place behind Tab 6)


To complete and submit your pricing information in response to this solicitation, Indefinite Quantity Offeror's Cost Proposal Excel Price Book, which has individual price sheets labeled for each Category to which you may respond. Please complete and place this form (Form D) document behind Tab 6.

Check the Category that applies:


- Lot - 1: Playgrounds
- Lot - 2: Water Parks & Fountains
- Lot - 3: Skate Parks
- Lot - 4: Site Furnishings
- Lot - 5: Surfacing Materials

By placing my initials here NT, I acknowledge that I have read and reviewed the solicitation document sections and exhibits that relate to preparing and submitting unit and pricing information.



1. Format to submit catalog, manufacturer, or public price list information:
 - a. Offeror's Name
 - b. Manufacturer's Name/Brand
 - c. Product Number
 - d. Product Name/Description
 - e. Unit of Measure - Example each, per dozen, 12 oz bottle, etc.
 - f. Unit Price
 - g. CES Discount
 - h. Discounted Price
2. Catalogs and Published Price Lists are to be submitted electronically. Other pricing related terms, conditions, stipulations and requirements that cannot be indicated and/or communicated using the established Excel pricing books must be attached as a separate document (Place behind Tab 6). Such areas may include, but is not limited to:
 - a. Shipping, freight, or delivery costs;
 - b. Minimum order requirements;
 - c. Volume discounts and pricing points;
 - d. Maintenance agreements, if applicable;
 - e. Warranties and extended warranty options;
 - f. Product returns and allowances
3. Once your offer is accepted, any future price adjustments must be made in the same manner and in accordance with the general terms and conditions.
4. If, for any reason, you need to lower a price to remain competitive, or to pass on a special price offered by a manufacturer or supplier, you must first send notice (fax, email, or letter) to CES, officially lowering the price. Once CES has received the information and acknowledged the price change, then you may offer the new prices to your customers. It is against the Terms and Conditions of this RFP to agree to a lower price with a customer and then later notify CES or not offer it to all CES Eligible Agencies wanting to procure the same item and the same quantity. CES and its Eligible Agencies understand that there are times when Offerors want to reward a customer or is in a very competitive situation and wants to provide an additional cost incentive. If this situation arises, the Offeror may donate (provide at no cost) any product or service as a cost enhancement. However, on its price proposal, the item shall be listed at its CES contract price with the notation that indicates it is a "(no cost) donated".

Pricing sheet - January 20, 2019 good through December 31, 2019 and subject to market changes.			2019	CES PRICING	
Most Prices do not include shipping • If you do not see something on this list, please call.				↓	
All pricing subject to change • Please call to confirm and determine availability					
visit our website at poolprollc.com or facebook.com/poolprollc					
 <p>2440 Alamo Ave, SE #108 Albuquerque, NM 87106</p>			505-328-7665		
			Not on the List? Call for a quote!!!		
SANITIZERS					
50#	Calcium Hypochlorite Tabs 1"	\$130.00		\$123.50	1-4 each
	Pricing by volume	\$122.00		\$115.90	5-12 each
	For Vantage/Pulsar feeders	\$115.00		\$109.25	13 +
50#	Bromine 1" tabs	\$255.00		\$242.25	
50#	Trichlor 1" Tabs	\$200.00		\$190.00	
50#	Trichlor 3" tabs	\$200.00	chlorine with stabilizer	\$190.00	
55#	Calcium Hypochlorite 3"	\$142.00		\$134.90	
CHEMICALS FOR WATER BALANCE					
55 Gal	Acid Magic - call for price quote				
15 gal	Acid Magic	\$121.00	Buffered Muriatic Acid - Less Fuming	\$114.95	
1 gal	Acid Magic	\$10.75	Buffered Muriatic Acid - Less Fuming	\$10.21	
Case/4	Acid Magic	\$43.00	Case 4x1 gal	\$40.85	
50#	Calcium Chloride	\$45.00	Increase Calcium Hardness	\$42.75	
100#	Cal Hypo (Granular)	\$250.00	shock increase chlorine	\$237.50	
50#	Cal Hypo (Granular)	\$162.50	shock increase chlorine	\$154.38	
50#	Potassium Monopersulfate	\$155.00	Non Chlorine shock	\$147.25	
55#	Cyanuric Acid (stabilizer)	\$130.00	Stabilizes Chlorine -- for outdoor pools only!	\$123.50	
100#	Cyanuric Acid	\$200.00	Stabilizes Chlorine -- for outdoor pools only!	\$190.00	
50#	Soda Ash	\$49.00	Sodium Carbonate - Increase pH	\$46.55	
50#	Sodium Bicarbonate	\$46.00	Raise Alkalinity	\$43.70	
50#	Sodium Bisulfate	\$60.00	Also Known as pH Down (dry acid)	\$57.00	
50#	Sodium Thiosulfate	\$75.00	Remove Chlorine	\$71.25	
SPECIALTY CHEMICALS					
10#	Poly-A Clarifying Tablets	\$59.00	For enhanced Filtration Capability	\$56.05	
1 gal	PoolZyme	\$32.00	Enzymes	\$30.40	
Case/4	PoolZyme	\$128.00	Enzymes	\$121.60	
quart	90- Day Algaecide	\$16.75	Treats all kinds of algae	\$15.91	
gallon	90-Day Algaecide	\$55.00	Treats all kinds of algae	\$52.25	
Case/4	90-Day Algaecide	\$201.00	Treats all kinds of algae	\$190.95	
gallon	Clear Blue/Super Clarifier	\$40.00	Clarifier	\$38.00	
Case/4	Clear Blue/super Clarifier	\$160.00	Clarifier	\$152.00	
quart	Foam Down	\$18.00	say no more!	\$17.10	
Case/12	Foam Down	\$216.00	say no more!	\$205.20	
quart	Metal Out/Metal Eliminator	\$16.00	Chelating Agent	\$15.20	
Case/12	Metal Out/Metal Eliminator	\$192.00	Chelating Agent	\$182.40	
4 oz	Pool Putty	\$14.00		\$13.30	
Case/12	Pool Putty	\$168.00		\$159.60	
64oz	Start up Tech/Beautec	\$47.84		\$45.45	
FILTER MEDIA					
50#	Filter Sand	\$15.50	the "right" kind for hi-rate sand filters	\$14.73	
25#	Zeosand	\$19.50	longer lasting alternative to sand	\$18.53	
25#	Diatomaceous Earth	\$19.90	for DE filters only	\$18.91	
REAGENTS/TEST KITS					
Palintest Photometers					
1 ea	Pooltest 9 photometer	985.00		\$935.75	
1 ea	Pooltest 6 photometer	685.00		\$650.75	
1 ea	Pooltest 3 photometer	495.00		\$470.25	
250	DPD #1, DPD #3, Phenol Red	29.00		\$27.55	
250	Cyanuric Acid	73.00		\$69.35	
250/250	Alkalinity (Alkaphot M)	87.00		\$82.65	
250	Calcium Hardness(Calcicol)	101.00		\$95.95	
Pkg/5	Glass Test Tube For Pal 9 Kit or Pal 6 Kit	48.50		\$46.08	
LaMotte					
1 ea	Color Q Photometer Pro 7	\$187.95		\$178.55	
1000 ct	DPD #1, #3	\$67.50		\$64.13	

1000 ct	DPD #1, #3 (Instrumental Grade)	\$72.50		\$68.88
1000 ct	Cal Hardness, Alkalinity, Phenol Red	\$67.50		\$64.13
1000 ct	Cal Hardness, Alkalinity, Phenol Red (IG)	\$72.50		\$68.88
1000 ct	Cyanuric Acid	\$69.50		\$66.03
1 ea	10 ml Test Tube	\$5.00		\$4.75
Taylor				
1 ea	K-2005 Professional Test Kit	\$78.50		\$74.58
1 ea	R0001 DPD #1 - .75	\$4.95		\$4.70
1 ea	R0001 DPD #1 - 2oz	\$9.20		\$8.74
1 ea	R0002 DPD #2 - .75	\$5.10		\$4.85
1 ea	R0002 DPD #2 -2oz	\$9.50		\$9.03
1 ea	R0003 DPD #3 - .75	\$5.25		\$4.99
1 ea	R0003 DPD #3- 2oz	\$10.50		\$9.98
1 ea	R0004 pH - .75	\$4.50		\$4.28
1 ea	R0004 pH - 2oz	\$6.30		\$5.99
1 ea	R0007 Thiosulfate -.75	\$4.50		\$4.28
1 ea	R0007 Thiosulfate - 2oz	\$6.30		\$5.99
1 ea	R0009 Sulfuric Acid .75	\$4.50		\$4.28
1 ea	R0009 Sulfuric Acid 2oz	\$6.30		\$5.99
1 ea	R0010 Calcium Buffer .75	\$4.95		\$4.70
1 ea	R0010 Calcium Buffer 2oz	\$7.09		\$6.74
1 ea	R0011 Indicator .75	\$7.55		\$7.17
1 ea	R0011 Indicator 2oz	\$10.81		\$10.27
1 ea	R0012 Calcium Hardness .75	\$4.30		\$4.09
1 ea	R0012 Calcium Hardness 2oz	\$7.45		\$7.08
1 ea	R0013 Cyanuric Acid .75	\$4.15		\$3.94
1 ea	R0013 Cyanuric Acid 2oz	\$6.25		\$5.94
1 ea	R0870 DPD Powder 10g	\$9.40		\$8.93
1 ea	R0870 DPD Powder 1/4#	\$55.00		\$52.25
1 ea	R0871 FAS-DPD Titrating 2oz	\$14.75		\$14.01
1 ea	R0871 FAS-DPD Titrating pint	\$38.00		\$36.10
1 ea	K-2005 Comparator	\$14.50		\$13.78
CHEMICAL CONTROLLERS AND PARTS				
1 ea	Strantrol pH Probes	\$259.00		\$246.05
1 ea	Strantrol Orp Probes	\$311.00		\$295.45
	Chemical Feed Pump Stenner 1/4"	\$450.00		\$427.50
	Stenner replacement parts			
Regular Maintenance (replace these parts every six months):				
1 ea	Feed Tube #1,2,5,7	\$20.00		\$19.00
5/PK	Feed Tube #1,2,5,7	\$100.00		\$95.00
1 ea	Duckbill	\$4.60		\$4.37
5/PK	Duckbill	\$23.00		\$21.85
10 ea	Ferrule	\$7.75		\$7.36
Parts that wear out:				
1 ea	1/4" Injection Check Valve	\$21.50		\$20.43
1 ea	3/8" Injection Check Valve	\$24.50		\$23.28
1 box	1/4" Tubing 100Ft	\$25.00		\$23.75
1 box	3/8" Tubing 100Ft	\$35.00		\$33.25
1 ea	1/4" Connecting Nuts	\$2.00		\$1.90
1 ea	3/8" Adaptor & Nut	\$12.45		\$11.83
1 ea	Index Plate	\$25.00		\$23.75
1 ea	Index Spider	\$35.00		\$33.25
1 ea	Index Pin Assembly with Lifter	\$75.00		\$71.25
1 ea	Roller Assembly	\$45.00		\$42.75
1 ea	Variable Cam	\$20.00		\$19.00
Signs				
1 ea	CPR, Pool Rules, No Lifeguard	\$20.00	18x24	\$19.00
1 ea	No Glassware, No Running	\$10.00	12x18	\$9.50
1 ea	Emergency Shut Off	\$10.00	9x12	\$9.50
1 ea	Shower Before Entering	\$10.00	12x18	\$9.50
1 ea	Pool Capacity	\$15.00	12x18	\$14.25
1 ea	No Diving	\$15.00	12x18	\$14.25
Misc Labor				
per hour	Brushing the Pool rate	\$115.79		\$110.00

Pricing sheet - January 20, 2019 good through December 31, 2019 and subject to market changes.		2019		CES PRICING
Most Prices do not include shipping • If you do not see something on this list, please call.				↓
All pricing subject to change • Please call to confirm and determine availability				
visit our website at poolprollc.com or facebook.com/poolprollc				
 <p>2440 Alamo Ave, SE #108 Albuquerque, NM 87106</p>		505-328-7665	Not on the List? Call for a quote!!!	
SANITIZERS				
50#	Calcium Hypochlorite Tabs 1"	\$130.00		\$123.50 1-4 each
	Pricing by volume	\$122.00		\$115.90 5-12 each
	For Vantage/Pulsar feeders	\$115.00		\$109.25 13 +
50#	Bromine 1" tabs	\$255.00		\$242.25
50#	Trichlor 1" Tabs	\$200.00		\$190.00
50#	Trichlor 3" tabs	\$200.00	chlorine with stabilizer	\$190.00
55#	Calcium Hypochlorite 3"	\$142.00		\$134.90
CHEMICALS FOR WATER BALANCE				
55 Gal	Acid Magic - call for price quote			
15 gal	Acid Magic	\$121.00	Buffered Muriatic Acid - Less Fuming	\$114.95
1 gal	Acid Magic	\$10.75	Buffered Muriatic Acid - Less Fuming	\$10.21
Case/4	Acid Magic	\$43.00	Case 4x1 gal	\$40.85
50#	Calcium Chloride	\$45.00	Increase Calcium Hardness	\$42.75
100#	Cal Hypo (Granular)	\$250.00	shock increase chlorine	\$237.50
50#	Cal Hypo (Granular)	\$162.50	shock increase chlorine	\$154.38
50#	Potassium Monopersulfate	\$155.00	Non Chlorine shock	\$147.25
55#	Cyanuric Acid (stabilizer)	\$130.00	Stabilizes Chlorine -- for outdoor pools only!	\$123.50
100#	Cyanuric Acid	\$200.00	Stabilizes Chlorine -- for outdoor pools only!	\$190.00
50#	Soda Ash	\$49.00	Sodium Carbonate - Increase pH	\$46.55
50#	Sodium Bicarbonate	\$46.00	Raise Alkalinity	\$43.70
50#	Sodium Bisulfate	\$60.00	Also Known as pH Down (dry acid)	\$57.00
50#	Sodium Thiosulfate	\$75.00	Remove Chlorine	\$71.25
SPECIALTY CHEMICALS				
10#	Poly-A Clarifying Tablets	\$59.00	For enhanced Filtration Capability	\$56.05
1 gal	PoolZyme	\$32.00	Enzymes	\$30.40
Case/4	PoolZyme	\$128.00	Enzymes	\$121.60
quart	90- Day Algaecide	\$16.75	Treats all kinds of algae	\$15.91
gallon	90-Day Algaecide	\$55.00	Treats all kinds of algae	\$52.25
Case/4	90-Day Algaecide	\$201.00	Treats all kinds of algae	\$190.95
gallon	Clear Blue/Super Clarifier	\$40.00	Clarifier	\$38.00
Case/4	Clear Blue/super Clarifier	\$160.00	Clarifier	\$152.00
quart	Foam Down	\$18.00	say no more!	\$17.10
Case/12	Foam Down	\$216.00	say no more!	\$205.20
quart	Metal Out/Metal Eliminator	\$16.00	Chelating Agent	\$15.20
Case/12	Metal Out/Metal Eliminator	\$192.00	Chelating Agent	\$182.40
4 oz	Pool Putty	\$14.00		\$13.30
Case/12	Pool Putty	\$168.00		\$159.60
64oz	Start up Tech/Beautec	\$47.84		\$45.45
FILTER MEDIA				
50#	Filter Sand	\$15.50	the "right" kind for hi-rate sand filters	\$14.73
25#	Zeosand	\$19.50	longer lasting alternative to sand	\$18.53
25#	Diatomaceous Earth	\$19.90	for DE filters only	\$18.91
REAGENTS/TEST KITS				
Palintest Photometers				
1 ea	Pooltest 9 photometer	985.00		\$935.75
1 ea	Pooltest 6 photometer	685.00		\$650.75
1 ea	Pooltest 3 photometer	495.00		\$470.25
250	DPD #1, DPD #3, Phenol Red	29.00		\$27.55
250	Cyanuric Acid	73.00		\$69.35
250/250	Alkalinity (Alkaphot M)	87.00		\$82.65
250	Calcium Hardness(Calcicol)	101.00		\$95.95
Pkg/5	Glass Test Tube For Pal 9 Kit or Pal 6 Kit	48.50		\$46.08
LaMotte				
1 ea	Color Q Photometer Pro 7	\$187.95		\$178.55
1000 ct	DPD #1, #3	\$67.50		\$64.13

1000 ct	DPD #1, #3 (Instrumental Grade)	\$72.50		\$68.88
1000 ct	Cal Hardness, Alkalinity, Phenol Red	\$67.50		\$64.13
1000 ct	Cal Hardness, Alkalinity, Phenol Red (IG)	\$72.50		\$68.88
1000 ct	Cyanuric Acid	\$69.50		\$66.03
1 ea	10 ml Test Tube	\$5.00		\$4.75
Taylor				
1 ea	K-2005 Professional Test Kit	\$78.50		\$74.58
1 ea	R0001 DPD #1 - .75	\$4.95		\$4.70
1 ea	R0001 DPD #1 - 2oz	\$9.20		\$8.74
1 ea	R0002 DPD #2 - .75	\$5.10		\$4.85
1 ea	R0002 DPD #2 -2oz	\$9.50		\$9.03
1 ea	R0003 DPD #3 - .75	\$5.25		\$4.99
1 ea	R0003 DPD #3- 2oz	\$10.50		\$9.98
1 ea	R0004 pH - .75	\$4.50		\$4.28
1 ea	R0004 pH - 2oz	\$6.30		\$5.99
1 ea	R0007 Thiosulfate -.75	\$4.50		\$4.28
1 ea	R0007 Thiosulfate - 2oz	\$6.30		\$5.99
1 ea	R0009 Sulfuric Acid .75	\$4.50		\$4.28
1 ea	R0009 Sulfuric Acid 2oz	\$6.30		\$5.99
1 ea	R0010 Calcium Buffer .75	\$4.95		\$4.70
1 ea	R0010 Calcium Buffer 2oz	\$7.09		\$6.74
1 ea	R0011 Indicator .75	\$7.55		\$7.17
1 ea	R0011 Indicator 2oz	\$10.81		\$10.27
1 ea	R0012 Calcium Hardness .75	\$4.30		\$4.09
1 ea	R0012 Calcium Hardness 2oz	\$7.45		\$7.08
1 ea	R0013 Cyanuric Acid .75	\$4.15		\$3.94
1 ea	R0013 Cyanuric Acid 2oz	\$6.25		\$5.94
1 ea	R0870 DPD Powder 10g	\$9.40		\$8.93
1 ea	R0870 DPD Powder 1/4#	\$55.00		\$52.25
1 ea	R0871 FAS-DPD Titrating 2oz	\$14.75		\$14.01
1 ea	R0871 FAS-DPD Titrating pint	\$38.00		\$36.10
1 ea	K-2005 Comparator	\$14.50		\$13.78
CHEMICAL CONTROLLERS AND PARTS				
1 ea	Stranrol pH Probes	\$296.00		\$281.20
1 ea	Stranrol Orp Probes	\$311.00		\$295.45
	Chemical Feed Pump Stenner 1/4"	\$450.00		\$427.50
	Stenner replacement parts			
Regular Maintenance (replace these parts every six months):				
1 ea	Feed Tube #1,2,5,7	\$20.00		\$19.00
5/PK	Feed Tube #1,2,5,7	\$100.00		\$95.00
1 ea	Duckbill	\$4.60		\$4.37
5/PK	Duckbill	\$23.00		\$21.85
10 ea	Ferrule	\$7.75		\$7.36
Parts that wear out:				
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per hour	Brushing the Pool rate	\$115.79		\$110.00

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15 gal	Acid Magic	\$121.00	Buffered Muriatic Acid - Less Fuming	\$114.95
1 gal	Acid Magic	\$10.75	Buffered Muriatic Acid - Less Fuming	\$10.21
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Case/12	Metal Out/Metal Eliminator	\$192.00	Chelating Agent	\$182.40
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	1 ea	R0001 DPD #1 - 2oz	\$9.20			\$8.74
	1 ea	R0002 DPD #2 - .75	\$5.10			\$4.85
	1 ea	R0002 DPD #2 -2oz	\$9.50			\$9.03
	1 ea	R0003 DPD #3 - .75	\$5.25			\$4.99
	1 ea	R0003 DPD #3- 2oz	\$10.50			\$9.98
	1 ea	R0004 pH - .75	\$4.50			\$4.28
	1 ea	R0004 pH - 2oz	\$6.30			\$5.99
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	1 ea	R0009 Sulfuric Acid 2oz	\$6.30			\$5.99
	1 ea	R0010 Calcium Buffer .75	\$4.95			\$4.70
	1 ea	R0010 Calcium Buffer 2oz	\$7.09			\$6.74
	1 ea	R0011 Indicator .75	\$7.55			\$7.17
	1 ea	R0011 Indicator 2oz	\$10.81			\$10.27
	1 ea	R0012 Calcium Hardness .75	\$4.30			\$4.09
	1 ea	R0012 Calcium Hardness 2oz	\$7.45			\$7.08
	1 ea	R0013 Cyanuric Acid .75	\$4.15			\$3.94
	1 ea	R0013 Cyanuric Acid 2oz	\$6.25			\$5.94
	1 ea	R0870 DPD Powder 10g	\$9.40			\$8.93
	1 ea	R0870 DPD Powder 1/4#	\$55.00			\$52.25
	1 ea	R0871 FAS-DPD Titrating 2oz	\$14.75			\$14.01
	1 ea	R0871 FAS-DPD Titrating pint	\$38.00			\$36.10
	1 ea	K-2005 Comparator	\$14.50			\$13.78
	CHEMICAL CONTROLLERS AND PARTS					
	1 ea	Stranrol pH Probes	\$259.00			\$246.05
	1 ea	Stranrol Orp Probes	\$311.00			\$295.45
		Chemical Feed Pump Stenner 1/4"	\$450.00			\$427.50
	Stenner replacement parts					
	Regular Maintenance (replace these parts every six months):					
	1 ea	Feed Tube #1,2,5,7	\$20.00			\$19.00
	5/PK	Feed Tube #1,2,5,7	\$100.00			\$95.00
	1 ea	Duckbill	\$4.60			\$4.37
	5/PK	Duckbill	\$23.00			\$21.85
	10 ea	Ferrule	\$7.75			\$7.36
	Parts that wear out:					
	1 ea	1/4" Injection Check Valve	\$21.50			\$20.43
	1 ea	3/8" Injection Check Valve	\$24.50			\$23.28
	1 box	1/4" Tubing 100Ft	\$25.00			\$23.75
	1 box	3/8" Tubing 100Ft	\$35.00			\$33.25
	1 ea	1/4" Connecting Nuts	\$2.00			\$1.90
	1 ea	3/8" Adaptor & Nut	\$12.45			\$11.83
	1 ea	Index Plate	\$25.00			\$23.75
	1 ea	Index Spider	\$35.00			\$33.25
	1 ea	Index Pin Assembly with Lifter	\$75.00			\$71.25
	1 ea	Roller Assembly	\$45.00			\$42.75
	1 ea	Variable Cam	\$20.00			\$19.00
	Signs					
	1 ea	CPR, Pool Rules, No Lifeguard	\$20.00	18x24		\$19.00
	1 ea	No Glassware, No Running	\$10.00	12x18		\$9.50
	1 ea	Emergency Shut Off	\$10.00	9x12		\$9.50
	1 ea	Shower Before Entering	\$10.00	12x18		\$9.50
	1 ea	Pool Capacity	\$15.00	12x18		\$14.25
	1 ea	No Diving	\$15.00	12x18		\$14.25



REQUEST FOR PROPOSAL 2017-011A
ADDENDUM NO. 2

To: Prospective Offerors
From: Dotzy McKinney, Purchasing Manager
Cooperative Educational Services
Date: September 23, 2016
Subject: Changes to RFP Documents

As requested in the Pre-Proposal meeting, CES is moving the due date and time for the RFP one week and is modifying the warranty requirements for Lot 2 equipment. Please note as follows:

1. SECTION I: INSTRUCTIONS TO OFFERORS
Paragraph C: SCHEDULE OF EVENTS
RFP Proposal Due Date – change to read:

RFP Due Date shall be Friday, October 7, 2016 at 11:00 a.m. local time.

2. SECTION II: RFP 2017-011A Scope of Work & Specifications
Lot 2 – Water Park, Fountain and Pool Equipment and Related Products
Para. 2, Warranties

Subparagraph A. Equipment, materials and labor shall be warranted at a minimum as follows:
Change to read:

- 1) All equipment by manufacturer through installer
- 2) All materials by manufacturer through installer
- 3) All labor by installer for 3 year

By dating, signing and returning this page (please place behind Tab 1 of your response), the Offeror acknowledges receipt of Addendum No. 2.

Date: 10-5-2016

Company Name (Print): Boonville

Printed Name: Julie Ferrisburgh

Signature: [Handwritten Signature]



**REQUEST FOR PROPOSAL
RFP 2017-011A**

ADDENDUM NO. 1

To: Prospective Offerors

From: Dotty McKimney, Purchasing Manager
Cooperative Educational Services

Date: September 5, 2016

Subject: RFP 2017-011A Pre-Proposal Meeting Date and Time Change

Due to the New Mexico Parks and Recreation Association annual conference being held in Farmington, NM on September 14th, 15th and 16th, 2016, CES has moved up the date and time for the Pre-Proposal Meeting to accommodate potential Offerors that may be attending the NMRPA Conference.

**SECTION 1 INSTRUCTIONS TO OFFERORS
Para. C. SCHEDULE OF EVENTS**

Non-Mandatory Pre-Proposal Meeting
Change the date and time of the meeting to the following:

Tuesday, September 13, 2016 at 7:00 P.M. Local Time

Location of Meeting
4216 Balloon Park Rd, NE (West side of Jefferson off I-25)
Albuquerque, NM 87109

If you cannot attend, please contact our department for instructions to log-in remotely.

By dating, signing and returning this page (please place behind Tab 1 of your response), the Offeror acknowledges receipt of Addendum No. 1.

Date: 10-2-2016 Company Name (Print): Paul Prud'homme
Printed Name: Julie Fournier Signature: Julie Fournier



PO Box 19426
Albuquerque, NM 87119
Tel: (505) 328-7665 Fax: (505) 466-5005

Executive Summary - PoolPro LLC

Pool Pro, LLC is a company dedicated to providing an all-around safe aquatic environment at regulated swimming pools in New Mexico, West Texas and Southern Colorado.

Our company was established as a limited liability company in January of 2003. The business was originally established in August of 1995 as a sole proprietorship by Rusty Fausnaugh. Today our company is owned by Russell and Julie Fausnaugh our of our facility in Albuquerque, NM.

Our expertise includes all aspects of managing a commercial swimming pool, from water quality and mechanical systems to staff training and programming. PoolPro is the only business in the State of New Mexico that provides product sales and support for commercial swimming pools.

Products & Services

PoolPro has established strong relationships with a variety of local and national companies that provide products and services relevant to the swimming pool industry.

We have the capability of providing chemicals for water treatment, equipment (and installation) for recirculation, filtration, chemical feed and heating systems; for lifesaving, deck and ADA access equipment. We also have the credentials to provide staff training that provide a nationally recognized 5 year certified swimming operator certification as well as customized training for particular needs. In addition, we can provide repair/renovation for pump room components or pool structure/surfacing, leak detection services, startup and closing of seasonal pools, daily operational services, weekly/monthly operational maintenance, inspections for regulatory compliance, and feasibility studies for construction and renovation.

With Russell Fausnaugh as a qualifying party, we are licensed by the New Mexico Construction Industries Division to renovate and build swimming pools, spas and splash pads. Russell also carries a GS25, MS07 and JSP.

Market Segment

Over the past 20 years, PoolPro has worked with virtually every publicly owned swimming pool in the State of New Mexico as well as in Western Texas along the border with New Mexico. We also work with many private and non-profit owners that provide pools and/or spas for large groups of people, such as county clubs, homeowner's associations, hotels and therapy facilities.

Our company's philosophy has always been to provide the customer with what the need to create a safe environment for its patrons and staff. We work to educate owners on the products available to them so they can make the best choice for the facility. We strive to offer our services at fair prices, and honor all warranty and quality of workmanship agreements.

Form C AFFIDAVIT

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the Offeror), being duly sworn, on his oath, states that to the best of his/her belief and knowledge, no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing proposal, has directly or indirectly entered into any agreement or arrangement with any other Contractors, or with any official of CES, or any employee thereof, or any person, firm or corporation under contract with CES, whereby the Contractor, in order to induce the acceptance of the foregoing proposal by CES, has paid or is to pay to any other Contractor or to any of the aforementioned persons anything of value whatever, and that the Contractor has not, directly or indirectly, entered into any arrangement or agreement with any other Contractor or Contractors which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing proposal.
2. This is to certify that the Contractor, or any person on its behalf, has not agreed, connived or colluded in producing a deceptive show of competition in the manner of the responding or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Contractor, nor any officer, director, partner, member or associate of the Contractor, nor any of its employees directly involved in obtaining contracts with the State of New Mexico, Cooperative Educational Services, or any subdivision of the State has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Contractor or any person on its behalf has examined and understands the terms, conditions, scope of work and specifications and other documents of this solicitation.
5. This is to certify that, if awarded a contract, the Contractor will provide the equipment, commodities and/or minutes to Members and affiliate Members of Cooperative Educational Services in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this proposal.

Julie Faustmann

Authorized Representative (Please print or type)

Dwan

Position (Please print or type)

PC Sec. 03420

Mailing Address

1800 Avenue NM 37110

City, State, Zip

305-220-1000

Phone

office@poolprofs.com

Legal Address

Julie Faustmann

By: Signature of Authorized Representative Date

Subscribed and sworn to before me this 16 day of October 2016

Notary Public in and for County of Bernalillo State of New Mexico

My commission expires 4/19/2020

Signature Notary Public



OFFICIAL SEAL
Martha Galvez
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 4/19/2020

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code Sections 13-1-28, et seq., NMSA 1978 and NMSA 1902, § 13-1-101.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract. If the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

- "Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitively sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
- "Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to solicit, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un reimbursed travel or other personal expenses of

individuals who volunteer a portion or all of their time on behalf of a candidate or political committee; nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Periodicity of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

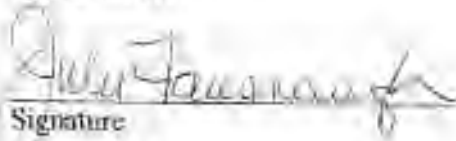
Signature: _____

Date: _____

Title (position)

~~-OR-~~

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

10/06/2016

Date

Owner

Title (Position)

**ACCEPTANCE OF OFFER
and CONTRACT AWARD**

RFP NUMBER 2017-011A

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the instruction to Offerors, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications, and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name PoolPro LLC

Address PO Box 19426 City Albuquerque State NM Zip 87119

Contract Contact Person Julie Fausnaugh

Authorized Signature *Julie Fausnaugh* Printed Name Julie Fausnaugh

OFFER EXTENDED TO TEXAS SERVICE AGENCIES



If you are willing to enter into a contract with Tedsby (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if this is determined to be in the best interests of Members/Participating Entities.

CES Authorized Signature _____

Awarded this _____ day of _____

AGENCY
SEAL
or
STAMP

Form A: Offeror's Declaration Form

ETS has divided the State of New Mexico into eight (8) service regions. In the spaces below, the Offeror must indicate (by placing an "X") those regions to which it will provide products and services if awarded a contract. Failure to complete and return this form will cause the proposal to be considered non-responsive.

Region One (1) – Aztec, Blydenfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shrock Associated Schools, and University of New Mexico - Gallup Branch

Region Two (2) – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Pinarasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico - Los Alamos Branch, and University of New Mexico – Taos Branch

Region Three (3) – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquera, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University

Region Four (4) – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty, Mountainair, Quemado, Rio Rancho, Socorro and Vaughn School Districts; Alamo Navajo School, New Mexico CPYD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus

Region Five (5) – Clovis, Dona, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucuman School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College

Region Six (6) – Artesia, Carlsbad, Dexter, Edrice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lyington, Roswell and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad

Region Seven (7) – Alamogordo, Capitán, Carrizosa, Cloudcroft, Corona, Honda Valley, Ruidoso, and Tularosa School Districts; Mescalero Apache School, New Mexico School for the blind and Visually impaired, New Mexico State University at Alamogordo,

Region Eight (8) – Armas, Lordsburg, Deming, Gadsden, Hatch Valley, Los Cruces, Lordsburg, Reservoir, Silver City and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

Charter Schools and other public agencies (Participating Entities) physically located within the Public School District's service areas are considered to be in that region.



There are number of levels of authority that must take action during the entire procurement process and within each of these levels there are a number of checks and balances. Therefore CES has made the determination, as it relates to complying with the Campaign Contribution Disclosure requirement, that even though the individuals listed below do not fall within the definition "Applicable public official" as defined in 13-1-191.1 NMSA-1978, in order to ensure that CES is in compliance with the intent of the requirements, the following have been identified as Name(s) of Applicable Public Official(s) if any that must be identified:

- David Chavez, Executive Director of Cooperative Educational Services (CES)
- Robin Struaver, Deputy Executive Director of CES
- Dotty McKinney, Procurement Manager of CES
- John Tortelli, Procurement and Contract Specialist of CES
- T.J. Parks, (Superintendent of Hobbs Municipal Schools) President of CES' Board of Directors
- Kirk Carpenter, (Superintendent of Aztec Municipal Schools) President Elect of CES Board of Directors
- Stan Rounds, (Superintendent of Las Cruces Public Schools) Past President of CES Board of Directors
- Vernon Jaramilla, (Executive Director of Carño De Los Niños Charter School) Past President of CES Board of Directors
- Vacant, CES' Executive Committee Representative for Region I
- Darlene Uliberti, (Superintendent of Piñasco Independent Public Schools) CES' Executive Committee Representative for Region II
- Richard Perea, (Superintendent of Santa Rosa Consolidated Schools) CES' Executive Committee Representative for Region III
- Marc Space, (Superintendent of Grants-Gibola County Schools) CES' Executive Committee Representative for Region IV
- Steve Barron, (Superintendent of Dona Consolidated Schools) Secretary of the CES Board of Directors and CES' Executive Committee Representative for Region V
- Dwan Haynes, (Superintendent of Kinico Municipal Schools) CES' Executive Committee Representative for Region VI
- Bronda Vigil, (Superintendent of Tularosa Municipal Schools) Treasurer of the CES Board of Directors CES' Executive Committee Representative for Region VII
- Erren Muraldo, (Superintendent of Gadsden Independent Schools) CES' Executive Committee Representative for Region VIII
- Vacant, CES' Executive Committee Representative for Region Charter Schools

- Your New Member Requirement Portal April 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2016

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 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).

Product: License # 0757775 HUB International Insurance Services (NMIX) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	CONTACT NAME: PHONE: (505) 828-4000 FAX: (866) 487-3572 EMAIL: ADDRESS:
Insured: Esolpro LLC PO Box 19426 Albuquerque, NM 87110	INSURER(A) AFFORDING COVERAGE: MOUNTAIN STATES MUTUAL CASUALTY COMPANY INSURER(B): PROGRESSIVE CASUALTY INSURER(C): NEW MEXICO ASSURANCE COMPANY INSURER(D): INSURER(E): INSURER(F):
	RATIONALE: 14548 24260 13573

COVERAGES: CERTIFICATE NUMBER: 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.

INSURER	TYPE OF INSURANCE	ACCIDENT INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> UMBRELLA / EXCESS LIABILITY <input type="checkbox"/> PRODUCTS / COMPLETED OPERATIONS <input type="checkbox"/> POLLUTANTS <input type="checkbox"/> FIRE <input type="checkbox"/> FLOOD <input type="checkbox"/> AIRCRAFT / HIRING <input type="checkbox"/> TERRORISM	X	CPP0252480	08/01/2016	08/01/2017	EACH OCCURRENCE: 1,000,000 DAMAGE TO RENTED AUTOMOBILES (per occurrence): 100,000 MEDICAL (Any one Person): 30,000 PERSONS & ANY FAULT: 1,000,000 GENERAL AGGREGATE: 2,000,000 PRODUCTS / COMPLETED OPERATIONS: 2,000,000
E	AUTOMOBILE LIABILITY PRIVATE PASSENGER AUTOS <input checked="" type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input checked="" type="checkbox"/> UNINSURED MOTORIST <input type="checkbox"/> UMBRELLA / EXCESS LIABILITY <input type="checkbox"/> POLLUTANTS <input type="checkbox"/> FLOOD <input type="checkbox"/> AIRCRAFT / HIRING <input type="checkbox"/> TERRORISM	X	03850620	08/01/2016	08/01/2017	TOWNSHIP LIMIT (per occurrence): 1,000,000 BODILY INJURY AND PROPERTY DAMAGE: 1,000,000 UNINSURED MOTORIST: 1,000,000 MEDICAL: 30,000 POLLUTANTS: 1,000,000 FLOOD: 1,000,000 AIRCRAFT / HIRING: 1,000,000 TERRORISM: 1,000,000
C	UMBRELLA / EXCESS LIABILITY <input type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> PRODUCTS / COMPLETED OPERATIONS <input type="checkbox"/> POLLUTANTS <input type="checkbox"/> FIRE <input type="checkbox"/> FLOOD <input type="checkbox"/> AIRCRAFT / HIRING <input type="checkbox"/> TERRORISM	X	44326	08/01/2016	08/01/2017	EACH OCCURRENCE: 1,000,000 DAMAGE TO RENTED AUTOMOBILES (per occurrence): 100,000 MEDICAL (Any one Person): 30,000 PERSONS & ANY FAULT: 1,000,000 GENERAL AGGREGATE: 2,000,000 PRODUCTS / COMPLETED OPERATIONS: 2,000,000

DESCRIPTION OF OTHER (NON-INSURANCE) POLICIES (if any): (attach a copy of each, or a statement of coverage if needed)

CERTIFICATE HOLDER: Russell Fauschugh P.O. Box 2859 Edgewood, NM 87015-0880	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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RFP 2017-011A
QUALIFICATIONS AND REQUIRED WRITTEN RESPONSE

CES has provide the questions below in both a Word and PDF file format. The PDF file is the control document and the Word file is provided to help with your response. All Offerors will need to submit your response to the questions below and label the Word or PDF file "Tab 4 Required Categorical Response". The answers to these questions are worth up to 600 points of a total 1000 points available for this RFP.

Check the Category that applies to the area of expertise you are responding to:

- Lot - 1: Playgrounds
- Lot - 2: Water Parks & Fountains
- Lot - 3: Skate Parks
- Lot - 4: Site Furnishings
- Lot - 5: Surfacing Materials

Required Mandatory Responses

The Offeror must respond to each of the items listed below by providing written narratives, documentation and other information necessary to answer the questions, demonstrate its ability to provide/perform the services proposed in response to this Category. Failure to respond and comply with the items below may result in the Offeror's response being considered non-responsive.

A. Organization

1. How many years has your organization been in business and under its' present name?
2. If your organization is a corporation, answer the following:
 - a. Date of incorporation - *1/22/2003*
 - b. State of incorporation - *New Mexico*
 - c. President's name
 - d. Vice-President's name(s)
 - e. Secretary's name
 - f. Treasurer's name
3. If your organization is a partnership, answer the following: *N/A*
 - a. Date of organization
 - b. Type of partnership (if applicable)
 - c. Name(s) of general partner(s)
 - d. If your organization is individually owned, answer the following:
 - i. Date of organization
 - ii. Name of owner
4. If the form of your organization is other than those listed above, describe it and the name of the principals.
Pool Pro LLC is a Limited Liability Company - Russell Fausnaugh is the Managing Member/Julie Fausnaugh Kennelly is a member.
5. Where the headquarters of the company are physically located?
 - a. Provide address, city, state and zip code. -
2440 Alamo Ave, SE #108, Albuquerque, NM 87106
 - b. Provide same information on any branch offices in New Mexico. *N/A*
 - c. How long has your company resided at these locations? *2 Months - Previously located at 2401B Rt 66 Edgewood, NM 87015 for 11 years.*
 - d. For what period of time and in what parts of New Mexico has your organization provided the services/products requested in this solicitation? *Mr. Fausnaugh has been providing sales and service to the entire state of New Mexico Since 1998.*

6. It has been CES' experience that a gap exists between the management (those who respond to RFPs) and sales staff (those who contact the schools and political subdivisions) which results in problems. For the key individuals who will be marketing, consulting, estimating, coordinating, supervising and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications and experience in the area(s) of services that they will be providing.

Please see our Executive Summary for our company overview. Our business covers commercial swimming pools, spas, spray pads, splash pads, and fountains.

Russell Fausnaugh - Owner - Master Technician

Rusty has been working on swimming pools and swimming since he was 15 years old. Rusty started his career as a life guard, moving into managing an aquatics facility. In 1994 Rusty moved to New Mexico to open an office for an equipment distributor, after a year the distributor asked Rusty to move to UT - with kids already enrolled in school, Rusty declined and chose to start PoolPro in 1995. The company has typically run with 2/3 employees in the office and 2 to 4 technicians out in the field. Rusty has always headed up the service side of the business.

Julie Kennelly Fausnaugh - Owner - Finance/Office Manager - Julie has been with the company since September of 2015. She has been in the financial services industry all of her career including equipment leasing and business banking. Most recently she was a VP - Commercial Banker at Wells Fargo Bank. Julie has extensive experience with selling to business customers, accounting, cash flow, credit underwriting and risk management. She oversees the business office, which includes our quote desk, order processing desk, AR/AP Desk and warehouse.

Ian Fausnaugh - Quote Desk/Technician - Ian has been working for PoolPro professionally for the past 2 years. After graduating from NMSU - he came back to join the family business. Ian has a great deal of technical skill (after growing up around commercial pools!) He currently works at our quote desk, provides telephone technical support to our existing customers and works in the field when needed.

Melissa Goerlitz - Order Desk - Melissa has a Master Degree in Environmental Science and enjoys working with our customers on a daily basis. She has a background in project management and previously worked for Burns & McDonnell - an Environmental Consulting firm out of Kansas City, MO. Melissa is very detail oriented and understands the science behind the commercial pool maintenance (chemistry).

Mark Goerlitz - Sr. Technician - Mark has spent his career working in the mechanical field and in the construction industry. He has a great aptitude for troubleshooting and problem solving that is invaluable in the field. Mark can fix just about anything from a small pump to organizing and executing a complete overhaul of a swimming pool pump room.

Katie Krien - Warehouse Manager/Delivery - Katie manages our warehouse and keeps our inventory, supplies and parts in top shape. When needed during our busy season she makes deliveries as well. Katie background is in retail having previously worked on the floor managing inventory at Kohls and Menards Hardware Store.

Jr. Technician - open position

Describe your organization's current in-house work force, equipment and facilities available to perform under this solicitation.

- a. Our work force is described above. We currently work out of a 3000+ SF facility in Albuquerque NM. This facility has the capacity to hold the necessary chemical and

parts inventory to support our business even during our busy season. In addition, we have a 5000 SF facility on 5 acres in Edgewood NM that is available for us should we take advantage of any equipment or chemical bulk buying opportunities. We note that this facility is currently on the market to be sold.

B. Financial Resources and Banking Information

1. For purposes of determining a bidder's capacity and ability to perform financially, the Offeror is asked to provide a financial statement, preferably audited, including your company's latest balance sheet and income statement showing the following items. Please see Instructions to Offerors on how to submit financial statements as **Confidential and Proprietary**.
2. Will it be necessary for your firm to assign payments to a financial institution in order to perform under this contract? If so, please name any financial institutions that you may use for assignments or for factoring. If you enter into any assignment agreements, will you sign a notarized Power of Attorney that grants the company receiving the assignment the right to endorse payments from CES? NO Please attach a sample assignment or factoring agreement with your bid if you intend to use these financial services. The fact that a company uses these services will not reflect on the credit stature of the CES vendor. N/A
3. Within the last seven (7) years, has your company been the subject of any voluntary or involuntary bankruptcy, insolvency or receivership proceeding? NO If so, please state the case name(s) and court file number of each proceeding, the nature of the proceeding, whether such proceeding is ongoing and the resolution of each completed proceeding. N/A

C. Insurance, Claims, Suits and Disputes History

1. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in which the Contractor, or any officer, is or was party? YES If no, please explain.
2. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that it filed a false claim with any Federal, State, or local government entity? YES If no, please explain.
3. Please provide the requested certificate of insurance detailed in the General Terms and Conditions. Upon award of a contract and prior to engaging in a project, if applicable, the Offeror must provide a certificate of insurance that names CES and the CES Eligible Agency as an additional insured on the certificate. Attached See Exhibit B

D. Marketing

Provide a written response containing the following:

1. The type of marketing and ordering process that you will use if awarded a contract under this solicitation.

PoolPro has worked with virtually every publicly owned swimming pool in the State of New Mexico as well as West Texas over the past 20 years. We currently have a system in place for order processing and fulfillment. Additionally we provide delivery service to our customers which gives us the ability to have a great deal of opportunities to discuss current and upcoming needs for their facilities. We provide many of these customers with their swimming pool chemicals, provide services and training. We previously had a Purchase Agreement with the State of New Mexico (matured in October of 2015) that provided the products and services that we are proposing here - many of our public customers have been asking for this purchasing solution and we will advise each and everyone of them if we are awarded a contract.

2. Describe the available resources you intend to commit to perform under a CES contract.

PoolPro previously had a Purchasing Agreement with the State of New Mexico that expired in October of 2015. We anticipate that the award of a CES contract will make purchasing the needed items and services for the public and non-profit entities much easier. During the summer months we increase our staff slightly to accommodate deliveries to assure that our 3 technicians have ample time to perform the service work required. We have a few future capital expenditures that will make us more efficient including a warehouse fork life and a larger delivery truck.

3. Why do you feel that it is advantageous for a CES Member or Participating Entity to purchase from your company?

We feel it is advantageous because we have 20 years of experience in their industry - we offer fair prices and offer a one stop shop for customers to get what they need to keep their facilities running - keeping their employees and members of their communities safe at their facilities. We have a private database of all of our customers, including how many pools they have, their equipment and chemical usage and what they have purchased in the past to make it easy for them to obtain what they need. In addition, due to high turn over rates of employees in the public aquatic industry, this database makes it easy for us to help any new employees that have been given the task of caring for their aquatic facility, ordering parts, supplies and new equipment.

- E. Background Checks Per 22-10A-5 NMSA 1978, the New Mexico Public Education Department (NMPED) mandates security and background checks for individuals working and/or providing services within public school buildings. Specifically, part C of the sections states, "Local school boards and regional education cooperatives shall develop policies and procedures to require background checks on an applicant who has been offered employment, a Contractor or a Contractor's employee with unsupervised access to students at a public school."**

Describe how your company's will comply to a CES Member's or Participating Entity's policies and procedures in regards to background checks.

PoolPro will secure the necessary background checks on any employee that have unsupervised access to students at a public school. We currently check for felonies and sex offenders. We also have been blessed to hire people that we know very well. If there is a specific check list required we will absolutely comply with CES request.

- F. Experience and Past Performance**

1. Provide an overview of your firm's capabilities, staff resumes, and office structure.

Russell Fausnaugh - Owner - Master Technician

Rusty has been working on swimming pools and swimming since he was 15 years old. Rusty started his career as a life guard, moving into managing an aquatics facility. In 1994 Rusty moved to New Mexico to open an office for an equipment distributor, after a year the distributor asked Rusty to move to UT - with kids already enrolled in school, Rusty declined and chose to start PoolPro in 1995. The company has typically run with 2/3 employees in the office and 2 to 4 technicians out in the field. Rusty has always headed up the service side of the business.

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Katie Krien - Warehouse Manager/Delivery - Katie manages our warehouse and keeps our inventory, supplies and parts in top shape. When needed during our busy season she makes deliveries as well. Katie background is in retail having previously worked on the floor managing inventory at Kohls and Menards Hardware Store.

Jr. Technician - open position

List the products and services that your company normally performs with its' own forces.

We purchase and provide all of the products and equipment from the various vendors listed on our supplier list. Our staff provides the installation, repairs and maintenance services to our customers. The service that we might subcontract out would include anything that our licensing does not allow, such as electrical work.

In the last three (3) years, has your company had any contracts that you failed to complete by the contracted date as agreed to by all parties? NO If yes,

- a. Describe the issues.
- b. Agency
- c. Reason for inability to resolve, such as owner not fulfilling obligations, etc.

G. Quality Assurance

1. Describe your company's control processes for services that will be provided to CES Members and Participating Entities under this solicitation.
2. Provide a narrative of your company's quality assurance policies, procedures and strategies to ensure quality control and response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure Member satisfaction.

See I below

H. Past Projects

Offeror must, through written documentation, demonstrate its ability to perform those services offered herein by providing prior experience with educational institutions.

Documentation shall include:

- a. List five (5) previous projects.
- b. The general scope of work for each project.
- c. The manufacturer's products and type of services provided for each project listed.
- d. The total cost of each project.
- e. The institution's name, address, phone number, contact person's name and title for each project.
- g. Provide the timeline for each project listed and provide a brief narrative of the pre-sale and follow-up services offered to ensure institution's satisfaction.

1. Isleta Pueblo - Aquatics Facility

Arnold Sena, Isleta Pueblo Recreation Facility Manager

April -2016 - Approximate cost \$20,000

Project: EPD Filtration Maintenance Service - Swimming Pool Management

PoolPro, LLC was called to provide daily pool management and service filtration system after the facility lost its certified pool operator.

Service Provided:

Daily chemical testing - monitoring and adding chemicals as necessary

Acid washed the pool.

Maintained the EPD filtration system that included removing and replacing filter media, rebuilding hydraulic valves and replacing filter laterals. Repaired pumps and updated chemical feeding systems with new equipment.

Trained new staff on mechanical operations of the pool..

PoolPro kept in constant contact with Mr. Sena as the project was underway and continue to currently provide repair service and supplies to the new aquatics manager.

2. Bernalillo County - Paradise Pool

Geno Romo 505-934-7374

May 2016 - Approximate Cost - \$24,000

New Neptune Benson Filtration System was installed.

Existing Filtration system was old and needed replacement. PoolPro proposed and installed the new system prior to the opening of the Paradise pool in late spring of this year. Gene Romo from the County of Bernalillo contact us to update the equipment and gave us the time line to complete the project prior to the pool opening.

3. City of Santa Fe - Bicentennial Pool

Robert Montoya 505-955-5933

A. Repaired and reinstalled 3 Aurora pumps (main pool, tot pool and features) included Labor \$4500.00

Customers pump pits were flooded with water making their pumps inoperable at time of season opening of the swimming pool. PoolPro removed all three pumps, provided the service to rebuild and bake the motors (after flooding) and reinstalled the pumps.

We are currently working with the customer to replace these pumps and use the old ones as back up so that in the event of trouble in the future they have back up pumps available, allowing them to keep the pool open to the public.

B. Swimming Pool Cover: \$13,966 - Customer needed a new thermal winter cover for this swimming pool. Customer contact us - we have the dimensions on file for their pool, we provided a quote for a new LoopLoc thermal cover (custom sizing). Once we received their purchase order we went to their facility and picked up their old cover, shipped it to the manufacture (LoopLoc). They use the old cover as a pattern to be sure that the cover is made exactly to fit the pool. Once complete they ship the cover to PoolPro - we delivered the cover to the facility in time for them to close the pool for the winter.

4. - JCC of Greater Albuquerque
Matt Burnham -Aquatics Director

5520 Wyoming Blvd. NE Albuquerque, NM 87109 - 505-348-4497

A. Project/Purchase: Dolphin C4 Vacuum \$1550

Customer contacted us to provide a new Dolphin C4 automated vacuum for the center.

Customer was quoted a price, contacted us to place order - PoolPro ordered and received the vacuum and then delivered to the customer. Later in the summer he had difficulty with the vacuum not working properly. We use this as an example of our service work. We sent our technician over to examine the vacuum - determined there was debris in the wheel housing, the vacuum was cleaned and repaired on site.

B. Aurora Pump Repair \$4500 - Customers pump motor burned up on him - we provided the service to pull the pump out and have the motor rebuilt so the customer could use the pump as a back up in the event that his new pump had difficulties in the future.

5. City of Durango, CO - Aquatic Facility - Chris Tasevoli 970-375-7307

Installed 2 new Aquionics UV Systems - approximate cost \$59,000

UV systems are used as a secondary source of disinfection in swimming pools, spas, spray pads, and water parks. Cryptosporidium is an organism that is not killed by normal levels of chlorine in a swimming pool and if a person who has been sick with this virus enters the pool and can cause others to become ill. During the winter of 2015/2016 - the facility was notified by the CDC that a community member was reported to have been at the facility while ill with this virus. The facility was required to close and super chlorinate the pool with over \$2000 in chemicals - additionally they had to remain closed for a period of time while the water was retested. A closed indoor swimming pool is not popular with the public! By installing UV as its secondary form of disinfection (which kills cryptosporidium immediately as it passes through the UV light) they are assured that this virus is killed instantly and won't be forced to close their facility in the future.

This type of equipment is installed over a 3 to 4 day period. The swimming pool is only closed for a short time while a bypass pipe is installed. This was coordinated with the aquatics facility management to be done at a time where there was very limited impact to the pool operations. The City of Durango has been a customer of PoolPro for quite some time and continues to purchase their chemicals as well as necessary plumbing parts, valves, etc. when needed.

I. **Warranties and Maintenance of Equipment**

1. Provide a narrative of your company's policies, procedures and strategies to ensure quality control and response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure Member satisfaction.

If a customer purchase a piece of equipment from us that has a warranty, example, a swimming pool vacuum - we will trouble shoot this with the customer, bring the item back to our shop and coordinate getting any broken parts replaced and put back on the item - then returning it to the customer. With-in our ordering system, we have a service order request form that flows through like any Paying order (we call a service order "non-paying warranty work). As a company that has to compete with internet pricing of goods, we pride ourselves in providing this service - something they don't get if they buy goods on line.

2. Provide sample warranties for:
 - A. Each of the types of the types of products you are offering.
 - B. Describe the process how a CES Member or Participating Entity will be able to obtain warranty service within the first year.
 - C. Describe the process how a CES Member or Participating Entity will be able to obtain warranty service for the balance of the warranty after the first year.
 - D. Describe what is and is not covered under warranty.
3. A regular and ongoing maintenance program for playground facilities is essential in order to maintain a safe play environment. A critical aspect of any maintenance plan is an annual inspection by a qualified inspector, who possesses the knowledge, background, experience and maintains an awareness of the latest and most current rules, guidelines, standards and best practices established and published by federal, state, local, national agencies and associations. If an annual inspection program is available, the Offeror must provide documentation describing its inspection programs.
4. Provide a narrative of your company's policies, procedures and strategies to ensure quality control and response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure Member satisfaction.

We do not do playgrounds, however we do offer our customers inspection and maintenance service contracts if they would like to procure them. Typically a public swimming facility has an onsite maintenance person, a Certified Pool Operator, and maintenance people with in the Parks Department. We have a service that offers a monthly, quarterly or yearly inspection of their facility which goes through a list of over 100 questions to answer as we walk through the facility. We make recommendations on urgent needs and observations about deficiencies we may find that need to be budgeted and planned for.

- J. **Added Value:** Is there "added value" to the CES Member and Participating Entities that may purchase through your firm if awarded a contract. Describe these added value items or unique attributes your firm has to offer.
1. In comparing previous contracts your organization has completed similar to those offered in response to this RFP, do you see any areas where your organization possesses experience, facilities, personnel or other service reputation that should be considered with your ability to provide on time quality products, services and other resources that you think should be considered? If yes, fully describe these attributes and resources and how they are utilized to benefit CES Members if awarded this contract. YES

We feel we have added value because of our past experience working under a Purchasing Agreement with the State of New Mexico. In addition we have a contract to provide chlorine to the City of Albuquerque.

Our customers relied on that State of New Mexico Purchasing Agreement - they have historically come to PoolPro for a great deal of their needs. Our company is in a niche market where it is sometimes hard to get 3 quotes from QUALIFIED individuals. Many have done this only to be obligated to go with a rock bottom bid from an inadequate provider. Understanding we have a niche market we are careful to be competitive and charge a fair price to our customers. We feel it is advantageous for them to use us because we have over 20 years of experience in their industry - we quote fair prices and offer a one stop shop for customers to get what they need to keep their facilities running - keeping their employees and members of their communities safe at their facilities. We have a private database of all of our customers, including how many

pools they have, their equipment and chemical usage and what they have purchased in the past to make it easy for them to obtain what they need. In addition, due to high turn over rates of employees in the public aquatics industry, this database makes it easy for us to help any new employees hired that have been given the task of caring for their aquatic facility, ordering parts, supplies and new equipment.

Regarding our contract with the City of Albuquerque - we are required to deliver their chemical orders within 48 hours of order. This is very important, especially in the summer months when all of their outdoor pools are open. Should they not have this chemical delivered in a timely manner they potentially could be in a position of not being able to open the pool to the public. PoolPro keeps close watch on inventory to be sure we are prepared to make these deliveries as required. The city recently extended our contract for an additional year. Our value add is that we understand the importance of our services and products and the impact of our performance on their ability to operate.

2. Information to provide may include, but is not limited to: information relating to location, size of facilities and the human resources available at each; letters of reference from satisfied customers; listing of training and services that have been and will be made available; where and by whom these services will be provided. Offeror may include letters of commendations and awards received, or share a special project. Added Value information cannot exceed ten (10) pages.

END OF TAB 4 REQUIRED INFORMATION

TAB 5 - Form H SUPPORT AND MAINTENANCE PLANS

The warranty and maintenance plans contact information for CES Members, if applicable. Please identify the phone numbers below.

- Toll Free Number _____
Contact Person _____
- Collect Calls Accepted at this Number _____
Contact Person _____
- Service and Maintenance Number 505-322-7665
Contact Person Rusty Fournier, Julie Fournier
- Technical Help Phone Line _____
Contact Person _____

Describe your maintenance facilities: location, name, number of technicians, value of parts inventory normally on hand and average response time.

We have a 3000 SF Facility with Plumbing, electrical, misc Pump, radiator, mechanical parts. We use various suppliers for necessary parts. We trouble shoot and make repairs onsite at manufacturer's request.

Describe the steps a buyer should take to activate the warranty.

If our term is under warranty they should call us to initiate a service claim through the manufacturer.

Describe any maintenance plan available beyond the one-year warranty, including costs.

After warranty periods Poolpro is available to make service calls at our then hourly rate to best for time and materials. We will provide a quote to customer before any work is completed.

Request for Taxpayer Identification Number and Certification

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

Print or type
Sign Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line, as not shown in the blank.

PoolPro LLC

2 Address (omit unneeded entry items; if different from above)

3 Check appropriate line for federal tax classification; check only one of the following classifications:

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

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, R-partnership) ▶ **S**

Note: For a single-member LLC that is disregarded, do not check (1) C or check the appropriate source for the tax classification of the single-member owner.

Other (see instructions) ▶

4 Exceptions (codes apply only to certain entities; see instructions on page 2):
Exempts paid (check if any): _____

Exception from FATCA reporting (code if any): _____

5 Adjusted (member, client, and opt. account no.)

PO Box 19486

6 City, state, and ZIP code

Albuquerque, NM 87119

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer's identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2.

Social security number

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

or

Employer identification number

0	5	-	0	4	4	9	7	6	0
---	---	---	---	---	---	---	---	---	---

Note: If the taxpayer is more than one name, see the instructions for line 1 and the chart on page 2 for guidelines on which number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person

Date: 10/4/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Please disseminate information about this form to all persons affected. Form W-9 (and its instructions) is provided after the release of a public report.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or corporate identification number (CIN), or report an information return the amount paid to you, or the amount payable to an information return. Covered or exempt status must include, but is not limited to, the following:

- Form 1099-MISC (miscellaneous income)
- Form 1099-DIV (dividend, including distribution stocks, or other items)
- Form 1099-INT (interest, including distribution stocks, or other items)
- Form 1099-E (employee or nonemployee compensation) (see instructions for details)
- Form 1099-C (canceled debt instrument)
- Form 1099-K (payment to third-party network)

Form 1099 (non-employee compensation), Form 1099-C (canceled debt instrument), Form 1099-K (payment to third-party network)

• Form 1099-DIV (dividend)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) or an estate or trust.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See "What if backup withholding?" on page 2.

By signing the back-of-form line, you:

- 1. Certify that the TIN (or TINs) you provide is correct for you and will be a primary or co-primary.
- 2. Certify that you are not subject to backup withholding, or
- 3. Certify exemption from backup withholding if you are a U.S. exempt person. If applicable, you are also certifying that you are a U.S. person, that you are not a U.S. partner, trustee, or beneficiary of a trust, and that you are not subject to the withholding tax on foreign interest, state or locally sourced income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See "What if FATCA reporting?" on page 2 for further information.

Form G: QUESTIONNAIRE FOR OFFEROR

Company Name: PoolPro LLC

Circle Answers Where Appropriate

1. For products on your price list, is shipping/handling included in the price? YES NO

If No, Explain pre-paid authorization, estimated shipping/handling on purchases:

Shipping/Handling will be quoted on each order - Shipping may be estimated on a quote with actual billed upon delivery. Estimates will be based on standard or rush deliveries based on customer need.

2. Is the product line(s) offered, marketed and sold by anyone else in New Mexico? YES NO

If Yes, Explain by whom:

Some products are and some we are the distributor for. Other commercial pool companies may sell commercial parts.

3. Do you guarantee that prices offered in response to this RFB/RFQ are the lowest you will offer to CES Members and other procurement units in New Mexico during the time of any contract between CES and your company? Do you also agree to immediately reduce any price to CES equal to or lower than a price quoted to any other New Mexico procurement unit?

YES NO

If No, Explain Why:

4. Describe your return policy? What is your restock fee, if any?

We may be charged a return/restock fee and this would be passed on to the customer. We typically see a 20% restock fee plus shipping to return.

If your normal area of service is regional, will you honor and fill purchase orders in any part of the State at the prices quoted in this RFB?

YES NO

5. Name of individual who will be managing the Contract on your behalf (RFP/Contract)

Contract Name: Julie Fausnaugh Position/Title: Owner

Mailing Address: PO Box 19426

City: Albuquerque State: NM Zip: 87106

Email Address: office@poolprollc.com

Telephone: 505-328-7665 Cell: _____ Fax: 505-466-5005

Form G: **QUESTIONNAIRE FOR OFFEROR** (Continued)

G. Where should CES mail purchase orders?

Contractor Name Pool Pro LLC
Attention Line Purchasing
UPS Address 2440 Alamo Ave SE #108, Albuquerque, NM 87106
Mailing Address PO Box 19426
City Albuquerque State NM Zip 87119
Email Address office@poolprollc.com
Telephone (to verify prices) 505-328-7665 Fax 505-466-5005

H. If you want CES to send purchase orders by a private, NEXT DAY carrier, please identify the carrier and your account number: _____

I. Where do you want payments sent?

Contractor Name PoolPro LLC
Attention Line Julie Kennelly
UPS Address _____
Mailing Address PO Box 19426
City Albuquerque State NM Zip 87119
Telephone (invoice questions) 505-328-7665 Fax 505-466-5005

If you want CES to send payments by a private, NEXT DAY carrier, please identify the carrier and your account number: _____

J. Will you offer CES a quick pay discount? If YES, what is the discount? _____ days? _____

K. If your firm is proposing offering (Services) under this solicitation, please provide your New Mexico Taxation and Revenue CRS# 02-499252-006

L. Additional contacts for CES:

New Mexico Representative/Sales Staff:
Name Julie Fausnaugh/Rusty Fausnaugh Sales Territory NM/TX/CO
Mailing Address PO Box 19426
City Albuquerque State NM Zip 87119 Email office@poolprollc.com
Telephone 505-328-7665 Cell 505-220-1502 Fax 505-466-5005

Form G: QUESTIONNAIRE FOR OFFEROR (Continued)

Name: _____ Sale Territory: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Telephone: _____ Cell: _____ Fax: _____

If/Maintenance and Support, if applicable:

Name: _____ Sale Territory: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell: _____ Fax: _____

OFFEROR'S SUPPORT FOR CES PRICES

CES contracts are produced utilizing the sealed Invitation to Bid or Request for Proposal process in accordance with New Mexico Procurement Code statutes 17-1-71 to 19-1-198, CES contract terms, conditions and specifications. CES Members and Participating Entities that chose to use a CES contract save valuable time and money by eliminating the development, sealing, and awarding their own Bid or Request for Proposal. CES contractors have agreed that their CES contract pricing is the lowest price that the contractor will offer, thereby assuring that issuance of a CES Member's or Participating Entity's own solicitation may not afford them a better price.

A CES contractor receives many of the same benefits as a CES Member and Participating Entity. Rather than having to respond to numerous individual Bids or Request for Proposals, a single response to a CES solicitation opens doors to over 180 procuring entities. A CES contract means that your staff can rely on CES at any time to act as your best interest to solve problems, resolve difficulties, settle disputes, and if required, manage collections on your account.

Offeror agrees that prices offered through this contract, which includes the CES one percent (1%) administration fee, will be at least two percent (2%) below the lowest price that may be offered directly to an individual CES Member or Participating Entity that has issued their own Invitation to Bid or Request for Proposal for a similar volume.

If a CES Member or Participating Entity issues a Bid or Request for Proposal instead of using your CES contract, the bid or Proposal pricing shall be higher than your CES contract pricing, by the percentage indicated below. CES asks this, not as a "most favored nation" relationship, but as a commitment of partnership between CES and the Contractor.

Please indicate the level of support you will offer on this contract. *Check only one box*

My prices will be no different from what we ordinarily offer to individual public educational institutions and local public bodies that chose to purchase directly rather than through the CES contract. If this is checked, Bid Offeror's response will be considered NON-RESPONSIVE

If my firm is notified of an Invitation to Bid or Request for Proposal being issued by a CES Member or Participating Entity in lieu of using my CES contract, the Bid/RFP pricing I submit shall be one of the following:

- CES prices shall be two percent (2%) lower than your best price to individual Members or Participating Entities.
- CES prices shall be three percent (3%) lower than your best price to individual Members or Participating Entities.
- CES prices shall be four percent (4%) lower than your best price to individual Members or Participating Entities.
- CES prices shall be five percent (5%) lower than your best price to individual Members or Participating Entities.
- CES prices shall be ten percent (10%) lower than your best price to individual Members or Participating Entities.

other Explain other: _____


Signature (must match signature on cover sheet)

Owner

Title

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: POOLPRO, LLC

DBA: POOLPRO, LLC
PO BOX 19426
ALBUQUERQUE, NM 87119-0426

Expires: **29-Sep-2019**

Certificate Number:

L0316145968



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

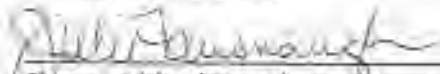
Acceptance of General Terms and Conditions

Rather than duplicate each general term and condition and indicate acceptance, Offeror may sign the statement below. Any exceptions must be listed on this page (additional pages may be attached, if necessary).

I accept the General Terms and Conditions of this RFP 2017-011A, except as listed below:

Julie Fausnaugh, Owner

Printed Name and Title



Signature (should match cover signature)

List exceptions taken below:

**Cooperative Educational Services Supplemental Terms and Conditions
To Comply With
Federal Government Terms, Conditions, and Contract Clauses**

1. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly refer to an appropriate Federal Inspector general any credible evidence that a principal, employee, agent, subContractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.
2. **SUBRECEIPT REQUIREMENTS:** Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS, 31 U.S.C. 3801 et seq., 49 CFR Part 31, 18 U.S.C. 1001 & 49 U.S.C. 5307

- (1). Program Fraud and False or Fraudulent Statements or Related Acts.
- (2) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the federal assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (3) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 on the Contractor, to the extent the Federal Government deems appropriate.
- (4) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subContractor who will be subject to the provisions.

4. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance funds. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

5. LOBBYING, 31 U.S.C. 1352

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. § 1601, *et seq.*) - Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made

lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an official or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an official or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, PoolPro LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Date: 10/6/2016

Signature: [Handwritten Signature]

Company Name: PoolPro LLC

Title: Owner

E. CIVIL RIGHTS REQUIREMENTS, 28 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 32112, 42 U.S.C. § 12132, 29 CFR Part 1630, 41 CFR Parts 50 et seq.

The following requirements apply to the underlying contract:

- (1) **Non-discrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 702 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other

implementing requirements by federal agencies may issue.

- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. ... (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements a federal agency may issue.
 - (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements federal agency may issue.
 - (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements federal agency may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal funds, modified only if necessary to identify the affected parties.

7. DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION

This clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government (the department or agency with which this transaction originated) may pursue available remedies, including suspension and/or debarment.

- (1) The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (2) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (3) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (4) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause (with "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (5) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible,

or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- (6) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
- (7) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (8) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions.**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, excluded, ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Date: October 6, 2016

Signature: _____

Company Name: PoolPro LLC

Title: Owner

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the (Federal) Government." 40 USC 3701(b)(2)(B)(iii) and (b)(7). 29 CFR 5.2(h). Applies to "contracts in an amount that is greater than \$100,000." 40 USC 3701(b)(3)(A)(ii).

- (1) **Overtime requirements:** - No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages:** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subContractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable in the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages:** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts - The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section.

9. PRIVACY ACT, 5 U.S.C. 552

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of this Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance funds.

10. ENERGY CONSERVATION REQUIREMENTS, 42 U.S.C. 6321 et seq. and 49 CFR Part 18

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. CLEAN WATER REQUIREMENTS, 33 U.S.C. 1251

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance funds.

12. CLEAN AIR, 42 U.S.C. 7401 et seq., 40 CFR 15.61 & 49 CFR Part 18

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to appropriate federal agency and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal funds.

13. RECYCLED PRODUCTS, 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14. SEISMIC SAFETY REQUIREMENTS, 42 U.S.C. 7701

The Contractor agrees to ensure that any new building or addition to an existing building leased or purchased with Federal funds will be designed and constructed in accordance with the with appropriate seismic design standards. These standards must be equivalent to or exceed the seismic safety levels in the National Earthquake Hazard Reduction Program (NEHRP) recommended provisions for the development of seismic regulations for new buildings and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subContractor is in compliance with the standards required by NEHRP and the certification of compliance issued on the project.

15. BUY AMERICA REQUIREMENTS - 49 U.S.C. 5323(j) & 49 C.F.R. Part 661

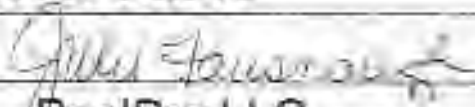
Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted by or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or Offeror must submit to the recipient the appropriate Buy American certification (below) with all bids or offers on federally funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy American certification must be rejected as nonresponsive. This requirement does not apply to lower tier subContractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date October 6 2016
Signature 
Company Name PoolPro LLC
Title Owner

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____
Signature _____
Company Name _____
Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date October 6, 2016
Signature 

Company Name PoolPro LLC

Title Owner

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.31, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(7)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

16. FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118 and 41 CFR Part 301-10

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. CARGO PREFERENCE REQUIREMENTS - 46 U.S.C. 1241 and 46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, wherever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 21 working days following the date of loading for shipment originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20500 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading); c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

18. TERMINATION - 49 U.S.C. Part 18

Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default (Breach or Cause) (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor (an appropriately short period of time) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within (ten (10) days) after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach in the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Services) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

f. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

ff, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

g. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

ff, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

19. BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **Cooperative Educational Services Executive Director**. This decision shall be final and conclusive unless within (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director of Cooperative Educational Services. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by **Cooperative Educational Services**, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for which said he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, demands and other matters in question between the **Cooperative Educational Services** and the Contractor arising out of or relating to the agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the **Cooperative Educational Services, its Members and Participating Entities** is located.

20. Rights and Remedies - The duties and obligations imposed by this Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the **Cooperative Educational Services, its Members and Participating Entities** or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

21. FEDERAL CHANGES

Federal Changes - Contractor shall at all times comply with all applicable Federal Agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CES Member, Federal Agency and CES, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

22. PATENT AND RIGHTS IN DATA - 37 CFR Part 401 & 49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software; engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalogs; item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.35, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(1) and (2)(b)(2) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by ITA.

(c) When Federal Agency awards Federal assistance for experimental, developmental, or research work, if (1) Federal Agency's general intention is to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless Federal Agency determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit Federal Agency to make available to the public, either Federal Agency's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does

not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by Federal Agency for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless Federal Agency determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Federal Agency.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through Federal Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

B. Patent Rights. The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until Federal Agency is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through Federal Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

23. ACCESS TO RECORDS AND REPORTS, 49 U.S.C. 5325, 48 CFR 18.36 (f) & 49 CFR 633.17

Access to Records – The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government, the Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the granting agency or its authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State, the Contractor agrees to provide the Purchaser, the granting agency or its authorized representatives, the Comptroller General of the United States or any of their authorized representatives including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 63.39(f)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
<u>II Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes ³ Yes ¹	Those imposed on non-state Grantees pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:

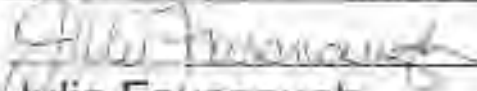
¹49 USC 5329 (a)

²49 CFR 633.17

³18 CFR 18.36 (f)

PLEASE NOTE THAT COMPLIANCE WITH FEDERAL REQUIREMENTS WILL BE STRICTLY ENFORCED BY THE STATE AND FEDERAL GOVERNMENT. THEREFORE, ALL CONTRACTORS AND SUBCONTRACTORS SHOULD BECOME FAMILIAR WITH THE SPECIFIC TERMS AND REPORTING REQUIREMENTS OF FEDERAL GOVERNMENT AS MAY BE APPLICABLE TO FUNDS RELATED TO THIS CONTRACT.

Contractor: PoolPro LLC

Signed by: 

Print Name: Julie Fausnaugh

Title: Owner

Date: October 6, 2016

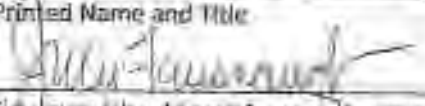
Acceptance Cooperative Educational Services Supplemental Terms and Conditions to Comply With Federal Requirement for Federal Funded Projects

The Offeror will need to sign the statement below and provide signed copies of the Supplemental Terms and Conditions for Federal Funded Projects. If this form is signed and signed copies are not provided, then the Offeror will not be eligible to provide products and services to CES Members and Participating Entities when the fund source is in whole or in part funded by the Federal Government.

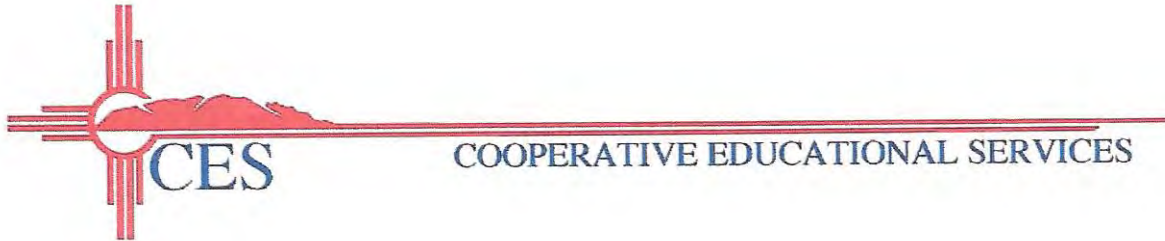
I accept the and have provided copies of the signed certifications for Supplemental Terms and Conditions to Comply With Federal Requirement for Federal Funded Projects for RFP 2017-011A

Julie Fausnaugh, Owner

Printed Name and Title



Signature (should match cover signature)



EXTENSION OF CONTRACT

made by and between

POOL PRO
and

Cooperative Educational Services

Said Contract(s) being numbered:

17-011AB-C121-ALL Fitness, Parks, Playground, Recreational Equipment and Related Items

The existing Contract initially commenced on November 16, 2016 and will expire on November 16, 2018. The Term of Contract and Extension in 2017-011A RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 15, 2020. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until November 16, 2019. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2017-011A RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature David Chavez Date November 21, 2018

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature [Signature] Date 11-26-2018
Printed Name RUSSELL FAUSNAUGH Title MEMBER

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11/16/19

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 11/16/2018

Authorized Signature _____ Date _____

"Your New Mexico Procurement Partner Since 1979"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER Insurnce Agent/Broker Name Insurnce Agent/Broker Street Address or P.O. Box Insurnce Agent/Broker City, State & Zip Code Contact & Phone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$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
							\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____ _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$1,000,000
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

POOLP-1

OP ID: MT

DATE (MM/DD/YYYY)

11/03/2017

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 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 Cress Insurance Consultants 6101 Moon St. NE Suite 1000 Albuquerque, NM 87111 Cara Cress	CONTACT NAME: Cara Cress PHONE (A/C, No, Ext): 505-822-8114 E-MAIL ADDRESS: ccress@cressinsurance.com	FAX (A/C, No): 505-822-0341	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Pool Pro LLC Rusty Fausnaugh P O Box 19426 Albuquerque, NM 87119	INSURER A : Westchester Fire Insurance		40627
	INSURER B : New Mexico Mutual Casualty		38628
	INSURER C : Progressive Insurance Company		18298
	INSURER D : Mountain States Mutual		
	INSURER E : INSURER F :		


COVERAGES**CERTIFICATE NUMBER:****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
D	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP0276770	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			03868678-0	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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	44320.114	08/01/2017	08/01/2018	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution			G27111282 004	11/13/2016	11/13/2017	Pollution \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

MISCEL 1 Cooperative Educational Services 4216 Balloon Park Rd NE Albuquerque, NM 87109	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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City of Santa Fe Contract
Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Pool Pro LLC**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services" refers to all products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Pool Pro LLC**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work: Removal of existing poly pool liner and comprehensive replacement of the liner with a pool plaster system and all associated work at the Salvador Perez Recreation Building, 601 Alta Vista Street, Santa Fe, New Mexico, per Cooperative Educational Services Contract #17-011AB-C121-ALL and the Contractor's price proposal dated 10/07/2019 (Exhibit 1,B) attached hereto and incorporated herein.

3. **Compensation**

The City shall pay the Contractor based upon acceptance of completed work and as invoiced for each deliverable itemized in the Contractor's price proposal.

The total compensation under this Agreement shall not exceed two hundred one thousand, two hundred forty five dollars and forty cents, (\$201,245.40) inclusive of New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City

shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

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

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

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

3. Notwithstanding the foregoing, this Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.**

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be

excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-909

To the Contractor: Pool Pro LLC
P.O. Box 19426
Albuquerque, New Mexico 87119
(505)328-7665

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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


CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 11/20/19

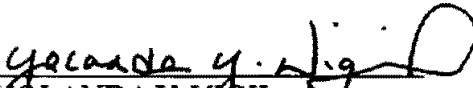
CONTRACTOR:
POOL PRO LLC



RUSSELL FAUSNAUGH,
MANAGING MEMBER

DATE: 12-13-19
CRS# 2-499252-11-6
Registration # 19-00110959

ATTEST:


YOLANDA Y. VIGIL,
CITY CLERK *cmty 11/13/19*

APPROVED AS TO FORM:

 *10/19/19*
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Project.Org.Object
RC1832900K.3209980.572970



PO Box 19426
Albuquerque, NM 87119
Tel: (505) 328-7665 Fax: (505) 466-5005

October 7, 2019

Denise Dominguez
City of Santa Fe Recreation Section Manager Assistant
601 Alta Vista St. Santa Fe NM 87505

Re: Remove liner and re-plaster Salvador Perez Pool
Pool 75' x 55' 3' to 10' deep with ramp in shallow end

1. Remove the existing liner from pool and haul off. Remove foam that is glued to the original pool walls and wet sand blast entire pool as needed to remove glue from the plaster surface. Remove the existing studs from the stainless steel gutter where the liner was attached and grind down spot welds that are not removed with the bolts.

\$22,690.43

Note: Polish marks or swirls will be visible on the area of the gutter where the bolts are removed.

2. Strip off all of the existing plaster down to the original pool shell or original coat of plaster as needed.

\$36,948.18

Note: This will only be necessary if there are multiple layers of plaster or if the plaster under the liner is compromised. Once the liner is removed the plaster can be assessed.

3. Install seven 12" wide racing lanes and 14 targets with 2 x 2 black non-skid tile. A 4" wide deep water mark will be installed across the pool at the 5' depth as per code.

\$24,108.00

Note: Do to the stainless steel gutter the top half of the target will not be installed and will look like the existing targets.

4. Remove the existing railing on the ramp and reinstall after tile is complete. Brown out the floor, top of ramp walls and down the face of the walls as needed to install 2 x 2" non-skid white tile on the entryway of the pool ramp and down 3' below water level on the entry ramp. Tile the top of ramp walls and install bullnose tile on outer edges and tile each side of the walls below top tile down 6".

\$18,224.50

Note: The current railing is anchored to the top of ramp walls with screws. If new anchors have to be installed or additional railing work is needed to reinstall rails it will be charged at a time and material basis.

5. Saw cut below the existing gutter and chip down plaster 4 to 6" as needed to install new plaster. Prep and bond coat pool and plaster entire pool with SunStone Quartz White Background plaster

\$66,256.00

Note: Once the pool is plastered, the customer is responsible for filling the pool with water, starting up the pool equipment, brushing down the new pool plaster for 7 days. Maintaining the pool temperature below 70 degrees F for two weeks.

6. Provide start up chemicals including calcium chloride, sequestering agent, and plaster protectant based on volume of pool.

\$ 1,874.00

7. Allowance for unforeseen conditions or exclusions below.

\$10,000.00

8. Bond

\$ 4,150.00

9. Tax (approximate)

\$ 14,509.78

10. CES Fee @ 1.25%

\$ 2,484.51

Total

\$201,245.40

This price includes:

- The removal of 500 square feet of loose plaster and lane tile. It is possible that there may be large areas of loose plaster and lane tile. It is **unlikely but possible** that the majority of the plaster and lane tile on the entire pool could be loose and would have to be removed.

This price does not include:

- The removal of plaster over 500 square feet is not included in this price. Once the liner and foam lining has been removed the existing pool plaster can be inspected for loose plaster and tile.
- Filling in of old lights, wall steps, floor returns or other penetrations that may be hidden by the liner.
- Large cracks, if any, in the pool that will need to be sealed and waterproofed before plaster.
- Expansion joints that may need to be tiled and caulked
- Brushing of the pool

Note: The last few pools that we have removed liners from have had very few problems. Most just have small areas of loose plaster.

PoolPro's Santa Fe Business License is 19-00110959.
PoolPro's New Mexico CRS number is 2-499252-00-6.

Based on the notice to proceed, we anticipate the start date of December 30, 2019, with the anticipated schedule of completion of the end of February 2020.

Attached please find the COI for the City.

Thank you for the opportunity to participate in your project. Please call if you have any questions. Respectfully submitted, Russell Fausnaugh Managing Member

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: PoolPro LLC

Procurement Title: Amendment No. 1: Salvador Perez Recreation Building Pool Liner Replacement

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other _____

Department Requesting/Staff Member: Parks and Recreation, Denise Dominguez

Procurement Requirements:

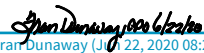
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Denise Dominguez, Pool Manager
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included


Fran Dunaway (J 22, 2020 08:22 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all Sole Source submittals

*

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

Copy of Executed Contract
 Copy of all documentation presented to the Committees
 Finalized Council Committee Minutes
 Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Denise Dominguez, Pool Manager

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor PoolPro LLC

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$201,245.40

Termination Date: June 30, 2023

Approved by Council Date: pending

or by City Manager Date: _____

Contract is for: Salvador Perez Recreation Building Pool Liner Replacement

Amendment # 1 to the Original Contract# _____

Increase/(Decrease) Amount \$ \$66,133.31

Extend Termination Date to: N/A

Approved by Council Date: pending

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 201,245.40 of original Contract# 19-0874 Termination Date: 6/30/2023

Reason: Removal of existing pool liner and replacement with new plaster

Amount \$ 66,133.31 amendment # 1 Termination Date: 6/30/2023

Reason: Unforeseen conditions: add'l plaster removal, exp. joint repair, perimeter gutter repairs

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____



City of Santa Fe Summary of Contracts, Agreements, & Amendments

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Cooperative Educational Services

6 **Procurement History:** New Contract, Amendment 1

Purchasing Officer Review *Fran Dunaway*
Fran Dunaway (Jun 22, 2020 08:22 MDT)

Comments or Exceptions: _____ #

7 **Funding Source:** Facilities CIP, Salvador Perez Repairs **BU/Line Item:** RC183200K.3209980.572970

Alexis Lotero
Alexis Lotero (Jun 20, 2020 20:57 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Anson Rane

Phone # 955-5935

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF
06/08/2020

ISSUE NO. 7A

Request Approval of Change Order #4 Bradbury Stamm Construction WWM Treatment Plant Anaerobic Digesters Project in the Amount of \$288,280.59 Inclusive of NMGRT (Alan Macgregor, Engineering Supervisor, Public Utilities, asmacgregor@santafenm.gov, 955-4263 and Michael Dozier, Wasterwater Division Director, mldozier@santafenm.gov)

COMMITTEE REVIEW

Finance Committee (Scheduled)

06/15/2020

Governing Body (Scheduled)

06/24/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler to discuss the anaerobic digester and the project. Unanimously approved to forward to 06/15/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

DATE: May 12, 2020

TO: Public Works & Utilities Committee/Finance Committee/City Council

VIA: Shannon Jones, Public Utilities Department Director 
Michael Dozier, Wastewater Division Director 

FROM: Alan MacGregor, P.E., Engineer Supervisor 

ITEM & ISSUE:

CIP #950 – CONSTRUCTION OF ANAEROBIC DIGESTER PROJECT

A.) ITEM NUMBER '18-0835 – RECOMMENDATION APPROVAL OF CHANGE ORDER #4 WITH BRADBURY STAMM CONSTRUCTION, INC, IN THE AMOUNT OF \$288,280.59 INCLUSIVE OF (NMGRT) AND DURATION OF 74DAYS.

BACKGROUND & SUMMARY:

In July 2018, the City contracted with Bradbury Stamm Construction, Inc. for construction of the Anaerobic Digester Project, CIP 950 and the Award of Bid No. '18/19/B.' Details are included on the attached Summary and on Change Order #4. The cost increases will be paid out of the project contingency; a summary of past use of contingency funds is included in this memo.

Design – The Anaerobic Digester Project was designed by HDR and includes replacement of the Paseo Real Wastewater Treatment Facility anaerobic digesters, addition of a SCADA system, provision of a cogeneration system to generate electric power and recovery heat from the combustion of digester biogas, and addition of two belt filter presses for sludge dewatering.

Construction Funding - City of Santa Fe Purchase Order 18191219-000-OP was issued to Bradbury Stamm Construction in the amount of \$13,869,156.25 (inclusive of NMGRT) on August 22, 2018. Construction began on August 27, 2018.

Analysis – As detailed below, there have been three change orders on this project so far.

Deduction	Date Approved	Project Contract		Contingency
		Change	Running Total	Running Total
Initial Contract	7/25/2018	--	\$ 13,869,156.25	\$ 1,386,915.63
BSC CO#1	3/25/2019	\$ (28,040.78)	\$ 13,841,115.47	\$ 1,414,956.41
BSC CO#2	5/29/2019	\$ 536,585.85	\$ 14,377,701.32	\$ 878,370.56
BSC CO#3	7/31/2019	\$ 165,593.80	\$ 14,543,295.12	\$ 712,776.76

Change Order #1 included a decrease in project budget (which increased the Contingency by an equal amount) and was used to account for miscellaneous credits during shop drawing review and initial construction.

Change Order #2 provided a second, replacement belt filter press (the initial contract scope included only the addition of a third press).

Change Order #3 addressed changes to project scope and cost, and addressed changes to the project as the result of shop drawing submittal and review.

Change Order #4 (attached) includes a number of credits and debits that have occurred during the last 9 months of construction. The most critical changes are highlighted below:

- MCR #25 – This change was the result of additional control requirements that were not anticipated in the design of the gas cleaning system, which required additional electrical and control wiring between the control panel and the treatment system.
- MCR #41 – Additional startup expenses were incurred as a significant digester foaming incident necessitated the immediate purchase of defoamer as well as various cleaning and system modifications, additional nitrogen gas to purge the digesters during startup, a handheld biogas meter with connection piping and fittings, and additional isolation gas valves on cogen units.
- MCR #43 – Electrical Load for Cogen Startup – since the connection to the PNM grid is not yet approved, in order to test and startup of the cogen units a “load box” will need to be provided on a rental basis to allow the vendor to startup, adjust, and demonstrate the system.
- MCR #49 – Retaining Wall – during final site grading and finishing, the need for a retaining wall became necessary so that plant operation would be safer and more efficient.

Many of the other changes were added to take advantage of the capabilities of the SCADA system to monitor control actions in real time, including the Foam Separators (#20), additional capabilities of the filter press controls (#48), modified digester level indicators (#34), and increases in the programmable controller capacity (#37). The City determined that all of these changes were of value and could be more easily (and economically) added during construction than to have them addressed over the next several years. Finally, MCRs #26, #29, #40, #45, and #47 were operational changes or improvements identified by plant staff during construction.

RECOMMENDED ACTION:

The Public Utilities Department recommends the following:

- Approval of the Construction Agreement with Bradbury Stamm Construction of Albuquerque, in the amount of \$288,280.59 including NMGRT, for CIP #950 – Anaerobic Digested Replacement Project. Organization Code 5000375, Object Code 572970 (WIP Construction). Project Ledger # WWM195000A. Contract duration will increase by 74 days. Total modified Project Budget will be \$ 14,831,574 inclusive of NMGRT and the contract duration will be 574 days.

Attachments: Summary of Contracts
Procurement Checklist
Certificate of Insurance
Change Order No.4 Summary
Change Order No.4 Cover Sheet

cc: File

Signature: Alan MacGregor
Alan MacGregor (Jun 4, 2020 07:01 MDT)

Email: asmacgregor@santafenm.gov

Signature: Michael Dozier
Michael Dozier (Jun 4, 2020 07:23 MDT)

Email: mldozier@santafenm.gov

Signature: Shannon Jones
Shannon Jones (Jun 4, 2020 10:43 MDT)

Email: swjones@santafenm.gov












bradbury #4 memo

Final Audit Report

2020-06-04

Created:	2020-06-04
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZoWP5WkMmwKEHQXfsbixNY_wjkWyPnWR

"bradbury #4 memo" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-06-04 - 2:07:46 AM GMT- IP address: 63.232.20.2
-  Document emailed to Alan MacGregor (asmacgregor@santafenm.gov) for signature
2020-06-04 - 2:08:29 AM GMT
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-  Document e-signed by Alan MacGregor (asmacgregor@santafenm.gov)
Signature Date: 2020-06-04 - 1:01:04 PM GMT - Time Source: server- IP address: 162.72.201.183
-  Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2020-06-04 - 1:01:06 PM GMT
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2020-06-04 - 1:22:31 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2020-06-04 - 1:23:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-06-04 - 1:23:55 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-06-04 - 4:43:00 PM GMT- IP address: 23.103.200.254
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-06-04 - 4:43:24 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Alan MacGregor (asmacgregor@santafenm.gov), Shannon Jones (swjones@santafenm.gov), Michael Dozier (mldozier@santafenm.gov), Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us), and 1 more
2020-06-04 - 4:43:24 PM GMT

Date of Issuance: May 14, 2020	Effective Date: May 14, 2020
Owner: City of Santa Fe, NM	Owner's Contract No.: CIP #950
Contractor: Bradbury Stamm Construction	Contractor's Project No.: 1808
Engineer: HDR Engineering, Inc.	Engineer's Project No.: 10029382
Project: Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name: Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #20 – Connection of Foam Separator to SCADA/power; MCR #25 – Additional Power Conduits at Gas Cleaning; MCR #26 – RFI #57 Additional Valves on Yard Piping; MCR #28 – Credit for Digester Ramp Deletion; MCR #29 – RFI #46 Additional Plug Valves; MCR #31 – Working with HEI on Fiber Optic; MCR #32 – RFI #8 Credit for Digester Lid Coatings; MCR #33 – Owner Directed Changes to Server Room; MCR #35 – RFIs #91-93 Modifications to MCC; MCR #37 – Additional I/O for LCP-201; MCR #38 – Hot tap for the 12" OF line; MCR #40 – Installation of Air Release on Sludge and HW Piping; MCR #41 – Start-up Costs through 3-31-20; MCR #43 – Load Banks for Generator Start-up; MCR #44 – Spare Parts for Existing Belt Press; MCR #45 PW for Flush Water at Chopper Pumps; MCR #47 – Finalize Bypass Line and MCR #49 – Retaining Wall.

Attachments: *Change Order No. 4 Summary with BSC Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 13,869,156.25 (Inclusive of NMGRT)</u>	Original Contract Times: <u>300 Calendar Days</u>
<u>Increase</u> from previously approved Change Orders No. 01 to No. 03. <u>\$ 674,138.87 (Inclusive of NMGRT)</u>	<u>Increase</u> from previously approved Change Orders No. 01 to No. 03. <u>200 Calendar Days</u>
Contract Price prior to this Change Order: <u>\$ 14,543,295.12 (Inclusive of NMGRT)</u>	Contract Times prior to this Change Order: <u>500 Calendar Days</u>
<u>Increase</u> of this Change Order: <u>\$ 288,280.59 (Inclusive of NMGRT)</u>	<u>Increase</u> of this Change Order: <u>74 Calendar Days</u>
Contract Price incorporating this Change Order: <u>\$ 14,831,575.71 (Inclusive of NMGRT)</u>	Contract Times with all approved Change Orders: <u>574 Calendar Days</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: <u>Project Manager</u>	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: <u>5/18/20</u>	Date: _____	Date: _____	Date: _____

CITY OF SANTA FE:

CONTRACTOR: Bradbury Stamm
Construction

ALAN WEBBER, MAYOR

DATE: _____

NAME & TITLE

DATE: _____

CRS #
Business Registration #

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (May 26, 2020 09:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

City of Santa Fe
Wastewater Treatment Plant – Anaerobic Digesters
Change Order No. 4 Summary

MCR No.	Description	Change in Price (Excluding NMGRT)	Change in Price (Including NMGRT)	Change in Time (Calendar Days)
20	Connection of Foam Separator to SCADA/power	\$25,426.30	\$27,571.64	9
25	Additional Power Conduits at Gas Cleaning	\$63,897.32	\$69,288.66	38
26	RFI #57 Additional Valves on Yard Piping	\$14,668.10	\$15,905.72	0
28	Credit for Digester Ramp Deletion	(\$17,694.44)	(\$19,187.41)	0
29	RFI #46 Additional Plug Valves	\$9,480.42	\$10,280.33	0
31	Working with HEI on Fiber Optic	(\$11,071.34)	(\$12,005.48)	0
32	RFI #8 Credit for Digester Lid Coatings	(\$3,232.40)	(\$3,505.13)	0
33	Owner Directed Changes to Server Room	\$6,622.74	\$7,181.53	0
35	RFIs #91-93 Modifications to MCC	\$5,103.30	\$5,533.89	2
37	Additional I/O for LCP-201	\$9,592.76	\$10,402.15	2
38	Hot tap for the 12" OF Line	\$7,002.63	\$7,593.48	0
40	Installation of Air Release on Sludge and HW Piping	\$5,679.90	\$6,159.14	0
41	Start-up Costs through 3-31-20	\$52,369.95	\$56,788.66	7
43	Load Banks for Generator Start-up	\$42,204.67	\$45,765.69	0
44	Spare Parts for Existing Belt Press	\$20,660.43	\$22,403.65	0
45	PW for Flush water at Chopper Pumps	\$1,017.40	\$1,103.24	0
47	Finalize Bypass Line	\$7,931.03	\$8,600.21	0
49	Retaining Wall	\$26,190.77	\$28,400.62	16
Total Change Order No. 04		\$265,849.54	\$288,280.59	74

Bradbury Stamm Construction Pricing Attachments:

- Modification / Change Request (MCR) #20 Dated 10/14/19
- Modification / Change Request (MCR) #25 Dated 4/7/20
- Modification / Change Request (MCR) #26 Dated 1/13/20
- Modification / Change Request (MCR) #28 Dated 8/12/19
- Modification / Change Request (MCR) #29 Dated 8/12/19
- Modification / Change Request (MCR) #31 Dated 3/9/20
- Modification / Change Request (MCR) #32 Dated 8/12/19
- Modification / Change Request (MCR) #33 Dated 8/27/19
- Modification / Change Request (MCR) #35 Dated 10/15/19
- Modification / Change Request (MCR) #37 Dated 10/16/19
- Modification / Change Request (MCR) #38 Dated 10/22/19
- Modification / Change Request (MCR) #40 Dated 1/13/20
- Modification / Change Request (MCR) #41 Dated 5/4/20
- Modification / Change Request (MCR) #43 Dated 4/1/20
- Modification / Change Request (MCR) #44 Dated 4/2/20
- Modification / Change Request (MCR) #45 Dated 5/4/20
- Modification / Change Request (MCR) #47 Dated 5/4/20
- Modification / Change Request (MCR) #49 Dated 5/4/20






Bradbury #4

Final Audit Report

2020-05-26

Created:	2020-05-26
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY1zSYGRK-KHeKmdHyJB3FEzpJRHMg7DK

"Bradbury #4" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-26 - 3:10:15 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
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-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-26 - 3:27:31 PM GMT- IP address: 67.0.232.6
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-26 - 3:27:45 PM GMT - Time Source: server- IP address: 67.0.232.6
-  Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-26 - 3:27:45 PM GMT

City of Santa Fe

FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	Public Utilities	Department Name:	
Division Name:	Wastewater	Division Name:	

Financial Information

Amount Requested:	288280.59	Munis Fund Number:	500
Vendor Name:	Bradbury Stamm Construction	Munis Org Number:	5000375
Approved by Director?	Approved	Munis Object Code:	572970

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

The purchase is a Change Order (CO#4) to the digester construction contract; Bradbury Stamm is the General Contractor. This is a one-time change, the previous change order (#3) was signed in July 2019. This change covers various change requests in the past 9 months. All have been requested and approved by the City Wastewater Division.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

Replacement of the digesters and addition of two new belt filter presses are central to the plant controlling solids in the treatment process and producing sludge that will meet the requirements of the City's permits for discharge to the Santa Fe River and reuse of the effluent and compliant biosolids.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No. The construction services are the responsibility of the licensed General Contractor.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

These changes address vendor-specific equipment requirements that were approved in the submittal process, additional valves and piping for additional operation flexibility, and additional control and instrumentation connections to the SCADA system that supplement those in the design. The digesters are essential for producing safe, compliant biosolids for disposal and composting, while the filter presses are important to provide dewatered sludge that can also be trucked to landfills for disposal.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

This project is funded by CIP accounts which has been completely re-financed via the Climate Bonds issued by the City in 2019. No additional funds are required for this change order. Change Order #4 will be funded by available project contingencies approved in the original project budget.

 Fran Dunaway (Jun 17, 2020 08:10 MDT)	 Alexis Lotero (Jun 16, 2020 20:51 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

Signature: *Shannon Jones*

Shannon Jones (May 15, 2020)

Email: swjones@santafenm.gov

Signature:

Email: fadunaway@santafenm.gov

Signature:

Email: aclotero@santafenm.gov

Signature:

Email: mtmccoy@ci.santa-fe.nm.us



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Bradbury Stamm Construction Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$13,869,156.25

Termination Date: 300 calendar days NTP

Approved by Council Date: pending

or by City Manager Date: _____

Contract is for: Anaerobic Digesters

Amendment # CO #4 to the Original Contract# 18-0835

Increase/(Decrease) Amount \$ \$288,280.59

Extend Termination Date to: 74 days

Approved by Council Pending

or by City Manager Date: _____

Amendment is for: increase scope, comp and term

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 13,869,156.25 of original Contract# 18-0835 Termination Date: 300ntp
Reason: Anaerobic Digesters

Amount \$ -28,040.77 amendment CO #1 Termination Date: 310 ntp
Reason: _____

Amount \$ 536,585.85 amendment CO #2 Termination Date: 500 NTP
Reason: increase comp, scope & Term

Amount \$ 165,593.80 amendment # CO#3 Termination Date: _____
Reason: _____

Amount \$ 288,280.59 amendment # CO#4 Termination Date: 574 NTP
Reason: Increase Comp, Scope and Term

Total of Original Contract plus all amendments: \$ \$14,831,575.71



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ 18/19/B _____ Date: _____ January 1, 2108

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** _____

example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Jun 17, 2020 18:10 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP **BU/Line Item:** 5000375.572970

Alexis Lotero
Alexis Lotero (Jun 16, 2020 20:51 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

N/A

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

City of Santa Fe

FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:		Department Name:	
Division Name:		Division Name:	

Financial Information

Amount Requested:		Munis Fund Number:	
Vendor Name:		Munis Org Number:	
Approved by Director?		Munis Object Code:	

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

Procurement Office Signature	Budget Office Signature	Finance Director Signature



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: _____

Procurement Title: _____

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting _____ Staff Name _____

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input type="checkbox"/> | FIR |
| <input type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

Department Rep Printed Name (attesting that all information included) Title Date

Spencer, C. & P. K.
Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: BRADBURY STAMM CONSTRUCTION
CO
DBA: BRADBURY STASMM
CONSTRUCTION CO

Business Location: 7110 2VD ST NW
ALBUQUERQUE, NM 87107

Owner:

License Number: 227459

Issued Date: May 19, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

BRADBURY STAMM CONSTRUCTION CO
7110 2VD ST NW
ALBUQUERQUE, NM 87107

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2020

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 IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team	
	PHONE (A/C. No. Ext): 303-534-4567	FAX (A/C. No.):
E-MAIL ADDRESS: DenAccountTechs@imacorp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: Cincinnati Insurance Company		10677
INSURER C: Employers Insurance Company of Wausau		21458
INSURER D: Ohio Casualty Insurance Company		24074
INSURER E:		
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** 1713210874 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$5,000 <input checked="" type="checkbox"/> CL, XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2Z91466584030	5/1/2020	5/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2Z91466584020	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EUP0576336	5/1/2020	5/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCCZ91466584010	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Second Layer Coverage			ECO2157442687	5/1/2020	5/1/2021	Each Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Automobile Physical Damage Coverage: Policy #AS2Z91466584020
 Effective Dates: 05/01/20-05/01/21 Insurer A: See Above
 Deductibles: \$2,500 Comprehensive; \$2,500 Collision

See Attached...

CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Avenue P.O. Box 909 Santa Fe NM 87504-0909 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado Division		NAMED INSURED Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque NM 87107	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Builders Risk Coverage: Policy #QT6608F330853TIL20
 Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
 \$5,000,000 Frame; \$5,000,000 Joisted Masonry; \$60,000,000 Non-Combustible
 \$60,000,000 Masonry Non-Combustible, Modified Fire Resistive, or fire Resistive
 \$15,000,000 Roadwork, Utility Work, Site Work; \$5,000,000 Solar Installation; \$1,000,000 Temporary Storage; \$1,000,000 Property in Transit
 \$5,000 Deductible

Installation Floater Coverage: Policy#QT6306J780972TIL20
 Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
 \$1,000,000 Any One Location Limit; \$250,000 Transit Limit; \$250,000 Temporary Location Limit; SPC Form
 \$1,000,000 Flood (Excluded in Zones A, D, V, XFUT);
 \$1,000,000 Earth Movement (Excluded in High Hazard Zones);
 Deductible:
 \$5,000 Per Occurrence - All Other Causes of Loss
 \$25,000 Per Occurrence - Flood & Earth Movement

Professional/Pollution Liability Coverage: Policy #CEO744690604
 Effective Dates: 05/01/20-05/01/21 Insurer: Indian Harbor Insurance Company
 \$1,000,000 Professional Limit; \$50,000 Deductible
 \$3,000,000 Pollution Limit; \$50,000 Deductible
 \$1,000,000 Protective Loss Limit; \$50,000 Deductible

Leased and Rented Equipment: Policy #QT6306J780972TIL20
 Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Property Casualty Co of Amer
 \$1,000,000 Limit; \$1,000 Deductible; Replacement Cost

Crime Coverage: Policy #105606701
 Effective Dates: 05/01/20-05/01/21 Insurer: Travelers Casualty and Surety Co of Amer
 \$1,000,000 Limit; \$25,000 Deductible

RE: Paseo Real Wastewater Treatment Plant Anaerobic Digester Project.
 The Umbrella Policy is excess of the General Liability, Automobile Liability, and Employers Liability Policies.

Policy Number TB2Z91466584030
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization

Item 2. Blanket Additional Insured – Grantor Of Permits

Item 3. Other Insurance Amendment

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

- 1. Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 2. Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
 - c. Any premises for which coverage is excluded by endorsement.
- 3. Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

- 4. Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

- 5. Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
- a. In connection with your premises; or
 - b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. Any Person or Organization Other Than a Joint Venture: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

- 1. Applies to the extent permitted by law;
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- 4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- 5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with Company		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Bradbury Stamm Construction
Policy Number: AS2Z91466584020
Issued by: Liberty Mutual Fire Insurance Company
Effective Dates:05/01/20 - 05/01/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you agreed in writing as an additional insured, but only for the coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A.** There is no similar insurance available to that organization;
- B.** Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1.** The 90th day after you acquire or form the organization; or
 - 2.** The end of the policy period,whichever is earlier; and
- C.** The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

- (2)** Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A.** Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.
- B.** For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A.** Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B.** Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C.** Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

- A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

- B. SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A.** For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C.** Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.

- D. This coverage does not apply:
 - 1. While there are spare or reserve "autos" available to you for your operations; or
 - 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph **A.2.** of the **COMMON POLICY CONDITIONS** is changed to:
 - 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:
 - (1) 60 days;
 - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
 - (3) The number of days specified in any other Cancellation Condition attached to this policy,
- B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph **C. Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

- 1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
- 2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Schedule

Premium

Liability
Physical Damage
Total Premium

XVIII. Drive Other Car Name of Individual	LIAB	MP	UM	UIM	COMP	COLL
--	-------------	-----------	-----------	------------	-------------	-------------

**XX. Notice of Cancellation or Nonrenewal
Name and Address**

Number of Days

Bradbury Stamm Construction
 Policy Number: AS2-Z91-466584 - 020
 Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with carrier		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of CO, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

Issued by Employers Insurance of Wausau

For attachment to Policy No. WCCZ91466584010

Effective Date 05/01/20 - 05/01/21 Premium \$

issued to Bradbury Stamm Construction Inc

AGREEMENT BETWEEN
THE CITY AND CONTRACTOR

WASTEWATER TREATMENT PLANT
ANAEROBIC DIGESTERS CONTRACT CIP #950

THIS AGREEMENT dated July 25, 2018 is made and entered into by and between the CITY OF SANTA FE, a New Mexico municipal corporation, hereinafter called the "City", and Bradbury Stamm Construction, Inc. hereinafter called the "Contractor". The date of this Agreement shall be the date when it is executed by the City and the Contractor whichever occurs last.

The City and the Contractor agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents shall mean the Advertisement for Bids, Information to Bidders, Minimum Wage Rates, Addenda, Bid Bond, Bid Form, Subcontractor Listing, this Construction Contract, Performance Bond, Labor and Material Bond, Notice of Award, Notice to Proceed, General Conditions, Special Conditions, any Supplemental Conditions, Specifications, Plans and Drawings and everything else bound in these documents and are incorporated and made a part of this Construction Contract.
2. **SCOPE OF WORK:** The work under this Contract is located at the City of Santa Fe's Wastewater Treatment Plant at 73 Paseo Real, Santa Fe, NM. The work consists of furnishing all equipment, labor, and materials for construction of the **Paseo Real Wastewater Treatment Plant Anaerobic Digesters C.I.P # 950** in accordance with the Contract Documents. The work consists of the construction of 2 new anaerobic digesters, associated equipment building, power cogeneration equipment including biogas conditioning system, and the installation of a new belt filter press for biosolids dewatering. Project includes reinforced structural concrete, steel digester covers, masonry, precast concrete roof, miscellaneous metals, process equipment, plumbing, HVAC, electrical, instrumentation and controls, painting, demolition of existing concrete structures, excavation, backfill, yard piping, sidewalks and asphalt as specified and/or shown within the Contract documents.
3. **STANDARD OF PERFORMANCE – LICENSES:**
 - A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this agreement.
 - B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional, contractor and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. **CONTRACT PRICE:**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirteen million eight hundred sixty nine thousand one hundred fifty six dollars and twenty five cents (\$13,869,156.25), inclusive of applicable New Mexico Gross Receipts Tax.

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

5. **TERM AND EFFECTIVE DATE:** This Agreement shall be effective when signed by the City and shall terminate three hundred (300) calendar days from the start date specified in the Notice to Proceed to Substantial Completion, unless sooner pursuant to Article 6 below.

6. **TERMINATION:**

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

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

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

7. **PAYMENT & PROGRESS PAYMENTS:** Based upon Application for Payment submitted to the City by the Contractor in accordance with the approved Schedule of Values, 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 Section 4 of the Special Conditions for the period ending the last day of the month.

8. **SCHEDULE:** The Contractor shall, after receiving the Notice of Award, prepare and submit a schedule for preparation of shop drawings, submittals for City review and construction tasks and sequences. This Schedule shall be submitted to the City and/or Owner's Representative ten (10) working days before the date of the Pre-Construction Meeting.

9. **LIQUIDATED DAMAGES:** The Contract time for completion of the Work in connection with the Project is of essence to the Construction Contract. Should the Contractor neglect, refuse or fail to complete the Work within the time herein agreed upon, after giving effect to extensions of time agreed to by the City in writing, the Contractor agrees to pay the City, as Liquidated Damages, the amounts listed in the Schedule of Liquidated Damages in Section 15 of the General Conditions.

10. **APPROPRIATIONS:** The terms of this agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this agreement. If the City does not make sufficient appropriations and authorization, this Agreement shall

terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **INSURANCE REQUIREMENTS:** See Appendix A for Insurance Requirements.

12. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

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

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

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

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

14. **CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

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

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

17. **THIRD PARTY BENEFICIARIES:** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the

City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

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

19. **APPLICABLE LAW; CHOICE OF LAW; VENUE:** Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. **AMENDMENT:** This Agreement shall not be altered, changed or modified except by a Contract Change Order executed by the parties hereto.

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

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

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

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

25. **RELEASE:** The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims

and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

26. **NOTICES:** Any and all notices provided for hereunder shall be in writing and shall be served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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


CONTRACTOR
Bradbury Stamm Construction, Inc.
7110 2nd Street NW
Albuquerque, NM 87107

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

CITY OF SANTA FE:

CONTRACTOR:
Bradbury Stamm Construction, Inc

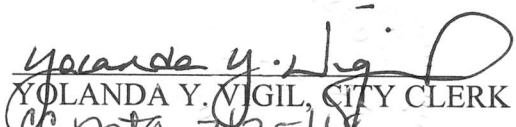

ALAN WEBBER, MAYOR


NAME & TITLE
Cynthia Schutte, CEO

DATE: 8/1/18

DATE: 8/3/2018
NM Taxation & Revenue
CRS # 01-107415-00-09
City of Santa Fe Business
Registration # 18-00110079

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7/25/18
APPROVED AS TO FORM:

 6/25
CITY ATTORNEY

APPROVED AS TO FORM:

 07/31/18
FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM 52468.572960

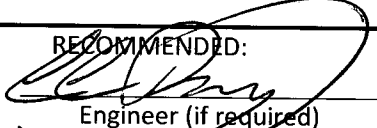

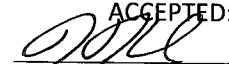
Date of Issuance:	February 5, 2019	Effective Date:	February 5, 2019
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #1 - resize heat exchangers; MCR #2 - increase size of digester manways; MCR #3 - time extension for unforeseen site conditions during demolition; MCR #4 - change valve motor actuators from Auma to Rotork; MCR #6 - change materials for drain lines; MCR #7 - change drives on sludge pumps and grinders; MCR #9 - change materials for buried gas lines; MCR #11 - credit for smaller flame arrestors and deletion of exhaust fan VFDs; MCR #12 - change flow meter manufacturer from ABB to Rosemount; MCR #16 - add additional valves on sludge feed lines; and MCR #17 - changes to digester mixing piping per mixing manufacturer's recommendations.

Attachments: *Change Order No. 1 Summary with BSC Pricing Attachments*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 13,869,156.25 (Inclusive of NMGR)</u>	Original Contract Times: <u>300 Calendar Days</u>
[Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders <u>\$ 0.00</u>	[Increase] [Decrease] from previously approved Change Orders – No Previous Change Orders <u>0 Calendar Days</u>
Contract Price prior to this Change Order: <u>\$ 13,869,156.25 (Inclusive of NMGR)</u>	Contract Times prior to this Change Order: <u>300 Calendar Days</u>
<u>Decrease</u> of this Change Order: <u>\$ (\$28,040.78) (Inclusive of NMGR)</u>	Increase of this Change Order: <u>10 Calendar Days</u>
Contract Price incorporating this Change Order: <u>\$ 13,841,115.47 (Inclusive of NMGR)</u>	Contract Times with all approved Change Orders: <u>310 Calendar Days</u>

By: <u></u> Engineer (if required)	By: <u></u> Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Title: <u>M. Wallace Principal</u>	Title: <u>Mayor</u>	Title: <u>Project Manager</u>
Date: <u>4/11/19</u>	Date: <u>4/11/19</u>	Date: <u>4/5/19</u>

CITY OF SANTA FE:

CONTRACTOR:
Bradbury Stamm Construction, Inc.


ALAN WEBBER, MAYOR

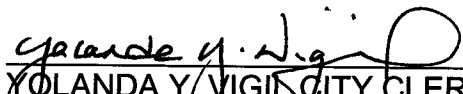
DATE: 4/1/19

 Project Manager
NAME & TITLE

DATE: 4/5/19

CRS # 01-107415-009
Business Registration # 17-00110079 (S.F. bus licence)
BRC-2002-275162 (COA business registration)

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

 2/26
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
~~523468.572960~~

523408.572970

Date:	March 22, 2019	Effective Date:	Upon approval by City Council
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #950
Contractor:	Bradbury Stamm Construction	Contractor's Project No.:	1808
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10029382
Project:	Paseo Real Wastewater Treatment Plant ~ Anaerobic Digesters	Contract Name:	Paseo Real Wastewater Treatment Plant - Anaerobic Digesters

The Contract Item#18-0835 is modified as follows upon execution of this Change Order:

Change order includes the following: Replace existing belt filter press (BFP-02) along with ancillary equipment within the existing sludge dewatering facility. The contract term will be increased by 190 days.

Attachments: *Change Order No. 2 Summary with BSC Pricing Attachments*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>13,869,156.25</u> (inclusive of NMGR)	Original Contract Times: <u>300 Calendar Days</u>
Increase [Decrease] from previously approved Change Orders – No Previous Change Orders \$ <u>(\$28,040.77)</u> (inclusive NMGR)	Increase [Decrease] from previously approved Change Orders – No Previous Change Orders <u>10 Calendar Days</u>
Contract Price prior to this Change Order: \$ <u>13,841,115.48</u> (inclusive of NMGR)	Contract Times prior to this Change Order: <u>310 Calendar Days</u>
<u>Increase</u> of this Change Order: \$ <u>536,585.85</u> (inclusive NMGR)	Increase of this Change Order: <u>190 Calendar Days</u>
Contract Price incorporating this Change Order: \$ <u>\$14,377,701.33</u> (inclusive NMGR)	Contract Times with all approved Change Orders: <u>500 Calendar Days</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title <u>Mayor</u>	Title <u>CEO</u>
Date: _____	Date <u>5/31/19</u>	Date <u>6/7/19</u>


CITY OF SANTA FE:

CONTRACTOR:

Bradbury Stamm Construction, Inc.


ALAN WEBBER, MAYOR

DATE: 5/31/19

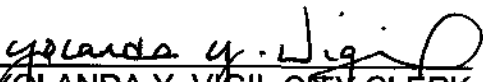

NAME & TITLE

DATE: 6/7/19

CRS # 01-107415-00-09

Business Registration # 19-00110079

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5/29/2019

APPROVED AS TO FORM:

 4/24
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

ITEM # 19-0642

Change Order No. 03


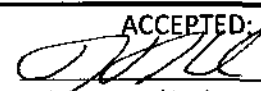
Date of Issuance: June 11, 2019	Effective Date: June 11, 2019
Owner: City of Santa Fe, NM	Owner's Contract No.: CIP #950
Contractor: Bradbury Stamm Construction	Contractor's Project No.: 1808
Engineer: HDR Engineering, Inc.	Engineer's Project No.: 10029382
Project: Paseo Real Wastewater Treatment Plant – Anaerobic Digesters	Contract Name: Paseo Real Wastewater Treatment Plant – Anaerobic Digesters

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes the following: MCR #5 - Flow meters for belt filter presses; MCR #8 - delete local control panels for hot water pumps; MCR #10 - SCADA connection for digester cover lid position indicator; MCR #13 - change workstations HP to Dell; MCR #18 - insulation for buried hot water return and hot water supply piping; MCR #19 - additional administration building modifications above the allowance included in the bid; MCR #22 - delete FRP panels and seal CMU inside the equipment building; MCR #24 - coat existing belt filter press dewatering room; and MCR #27 - change FIT 203/204 to electronic flow meters.

Attachments: *Change Order No. 3 Summary with BSC Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 13,869,156.25 (Inclusive of NMGRT)</u>	Original Contract Times: <u>300 Calendar Days</u>
<u>Increase from previously approved Change Orders – No Previous Change Orders</u> <u>\$ 508,545.07 (Inclusive of NMGRT)</u>	<u>Increase from previously approved Change Orders – No Previous Change Orders</u> <u>200 Calendar Days</u>
Contract Price prior to this Change Order: <u>\$ 14,377,701.32 (Inclusive of NMGRT)</u>	Contract Times prior to this Change Order: <u>500 Calendar Days</u>
<u>Increase of this Change Order:</u> <u>\$ 165,593.80 (Inclusive of NMGRT)</u>	<u>Increase of this Change Order:</u> <u>0 Calendar Days</u>
Contract Price incorporating this Change Order: <u>\$ 14,543,295.12 (Inclusive of NMGRT)</u>	Contract Times with all approved Change Orders: <u>500 Calendar Days</u>

<p>RECOMMENDED:</p> <p>By: <u></u> Title: <u>Mawgana Rawal</u> Date: <u>7/10/19</u> Engineer (if required)</p>	<p>ACCEPTED:</p> <p>By: _____ Title: _____ Date: _____ Owner (Authorized Signature)</p>	<p>ACCEPTED:</p> <p>By: <u></u> Title: <u>Project Manager</u> Date: <u>7/8/19</u> Contractor (Authorized Signature)</p>
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CITY OF SANTA FE:

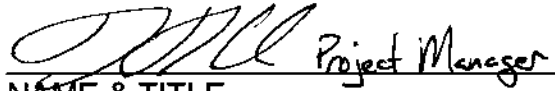
CONTRACTOR:

Bradbury Stamm Construction, Inc.



ALAN WEBBER, MAYOR

DATE: 8/2/19



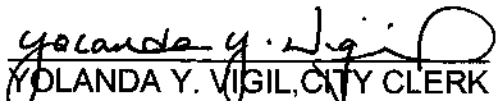
NAME & TITLE

DATE: 7/3/19

CRS # 01-107415-00-09

Business Registration # 19-00110079

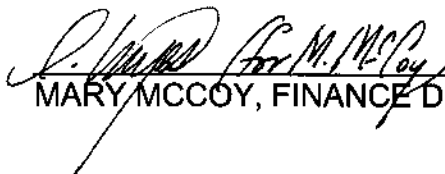
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7-31-19

APPROVED AS TO FORM:

 6/14/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 25.02.19
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
52468.572970

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

ACTION REQUESTED:

Review and approve the following contracts:

- A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: \$799,810)
- B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: \$950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	\$ 27,000.00
COMING HOME CONNECTION	3201891	6128	2402750	510400	\$ 20,000.00
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	\$ 90,000.00
HOMEWISE	3201894	2481	2402750	510500	\$ 200,000.00
HOUSING TRUST	3201895	1570	2402750	510500	\$ 150,000.00
INTERFAITH SHELTER	3201896	3783	2402750	510400	\$ 30,000.00
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	\$ 100,000.00
YOUTH SHELTERS	3201898	1624	2402750	510400	\$ 15,000.00
YOUTH SHELTERS	3201899	1624	2402750	510500	\$ 25,000.00
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	\$ 80,000.00
NM INTERFAITH HOUSING	3201909		2402750	510500	\$ 200,000.00
SF RECOVERY CENTER	3201902	2761	2402750	510500	\$ 50,000.00
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	\$ 200,000.00
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	\$ 140,000.00
YOUTHWORKS	3201906	2400	2402750	510500	\$ 40,000.00
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	\$ 60,000.00
NMCEH	3201908	2084	1002750	510500	\$ 180,000.00

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an “entitlement city” which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community’s needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City’s Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City’s Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe’s unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City’s Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing’s General Fund’s set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Mortgage Principal Reduction	Housing Trust	\$150,000	\$50,000	\$200,000
	Homewise	\$200,000	\$150,000	\$350,000
Home Improvement	Habitat for Humanity	\$90,000	0	\$90,000
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	\$100,000	n/a	\$100,000
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	\$25,000	n/a	\$25,000
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	\$27,000	n/a	\$27,000
	Interfaith Shelter (Womens' Summer Safe Haven)	\$30,000	n/a	\$30,000
	Youth Shelters & Family Svcs (Cold Weather Shelter)	\$15,000	n/a	\$15,000
	Casa Cielo End of Life Care	20,000	n/a	20,000
Program Administration (Cap @20% of \$614,053)		\$122,810	n/a	\$122,810
Total CDBG EN (+ reprogrammed prior year funds)		\$779,810.00	\$200,000.00	\$999,810.00

* The City's entitlement grant for 2020 = \$614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years (\$165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	Qualified Grantee	Grant Funds	Program Income (PI)	Total Funding Amount
Mortgage Principal Reduction	Habitat for Humanity	\$80,000	\$0.00	\$80,000
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	\$200,000	n/a	\$200,000
	NM Interfaith Housing Corp (Siler Yards)	\$200,000	n/a	\$200,000
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	\$140,000	n/a	\$140,000
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	\$50,000	n/a	\$50,000
	Youthworks (Shelter Now)	\$40,000	n/a	\$40,000
	SFPS – Adelante	\$60,000	n/a	\$60,000
	NM Coalition to End Homelessness	\$180,000	n/a	\$180,000
Total (AHTF & General Fund)		\$950,000	\$0.00	\$950,000.00
TOTAL AFFORDABLE HOUSING FUNDING		1,729,810.00	\$200,000.00	\$1,929,810.00



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201904

Contractor: Santa Fe Civic Housing - Calle Resolana

Description: **Agreement delivers funds for costs associated with (may include pre-development, infrastructure & construction costs of) Calle Resolana Apartment Community, a 45 affordable unit complex to renters earning no more than 65% AMI including 11 units...**

Contract Agreement Lease / Rent Amendment

Term Start Date: 7/01/2020 Term End Date: 06/30/2021

Approved by Council Date: _____

Contract / Lease: \$200,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term 7/01/2020 - 6/30/2021

3. Procurement History: **RFP #20/15/P**

Fran Durnway
Fran Durnway, CFO (Jun 5, 2020 09:34:10 PDT)

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: **240**

Alexis Lotero
Alexis Lotero (Jun 5, 2020 09:22:10 PDT)

Org / Object: **2402750.510500**

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Civic Housing - Calle Resolana

Procurement Title: 20/15/P (AFTF)

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other: |

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway, CPO 6/5/20

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	General Government	Department Name:	Community Services
Division Name:	Office of Affordable Housing	Division Name:	AffordBLE HOUSING

Financial Information

Amount Requested:	\$200,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Civic Housing - Calle Resolana	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

 Fran Dunaway, CPO	 Alexis Lotero (Jun 5, 2020 09:22 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE CIVIC HOUSING
DBA: SANTA FE CIVIC HOUSING

Business Location: 664 ALTA VISTA ST
SANTA FE , NM 87505

Owner:

License Number: 67971

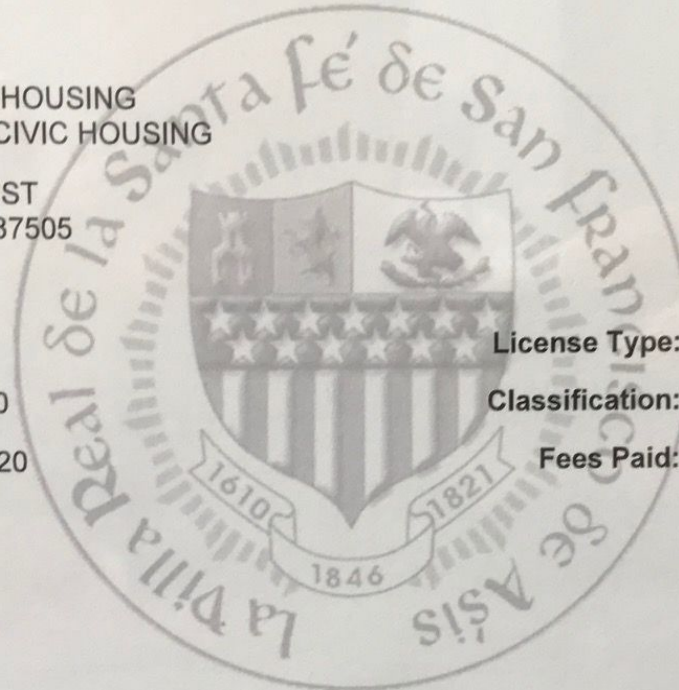
Issued Date: February 19, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00



SANTA FE CIVIC HOUSING
664 ALTA VISTA
SANTA FE , NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member		NAMED INSURED Resolana SF, LLC and Santa Fe Civic Housing Authority 664 Alta Vista Street Santa Fe, NM 87505	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Professional Liability \$1,000,000 / \$3,000,000

The policies include a blanket additional insured endorsement (or provision) and/or waiver of subrogation endorsement (or provision) that provides additional insured status and/or waiver of subrogation for the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2018

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 Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman, Suite 200 Irvine CA 92612	CONTACT NAME: PHONE (A/C. No. Ext): 949-349-9857		FAX (A/C. No.): 949-349-9957
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Safety National Casualty Corporation			15105
INSURED City of Santa Fe Barbara Boltrek P.O. Box 909 Santa Fe NM 87504	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 35731549

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	SP4059030	7/1/2018	7/1/2020	X PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Santa Fe Civic Housing Authority** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor shall perform the following work:

- A. Use AHTF funds for costs associated with the construction of the Calle Resolana Apartment Community (may include: pre-development, infrastructure and construction costs). The subject property received LIHTC subsidy funds, in addition to several other funding sources to construct 45 units affordable to renters earning no more than 60% AMI, including 11 units set aside for renters earning 30% AMI or less.
- B. Follow procurement processes consistent with the state procurement code, including 3 bids for proposed scope of work.
- C. Report to the City on a quarterly basis the use of funds, including project status updates.
- D. Provide accurate and thorough recordkeeping copies on file for annual monitoring that specifically demonstrates compliance with proposed affordability criteria.
- D. Performance Measures.

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

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed two hundred thousand dollars (\$200,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (\$200,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's

liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether

sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Civic Housing Authority
664 Alta Vista St
Santa Fe, NM 87505

27. Authority.

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

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

CITY OF SANTA FE:



ALAN WEBBER
MAYOR

DATE _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY
FINANCE DIRECTOR

2402750.510500

Business Unit/Line Item

SANTA FE CIVIC HOUSING
AUTHORITY

ED ROMERO
EXECUTIVE DIRECTOR

DATE: _____

CRS# 01-505902-00-2
Registration # 67971






2020 05 12 SF Clvic Housing Calle Resolana \$200000

Final Audit Report

2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHPU-OJMK3pHJjVqfxyU3ovfTroZDEkbB

"2020 05 12 SF Clvic Housing Calle Resolana \$200000" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:41:41 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:42:06 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 2:50:52 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 2:51:01 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:51:01 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

ACTION REQUESTED:

Review and approve the following contracts:

- A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: \$799,810)
- B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: \$950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	\$ 27,000.00
COMING HOME CONNECTION	3201891	6128	2402750	510400	\$ 20,000.00
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	\$ 90,000.00
HOMEWISE	3201894	2481	2402750	510500	\$ 200,000.00
HOUSING TRUST	3201895	1570	2402750	510500	\$ 150,000.00
INTERFAITH SHELTER	3201896	3783	2402750	510400	\$ 30,000.00
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	\$ 100,000.00
YOUTH SHELTERS	3201898	1624	2402750	510400	\$ 15,000.00
YOUTH SHELTERS	3201899	1624	2402750	510500	\$ 25,000.00
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	\$ 80,000.00
NM INTERFAITH HOUSING	3201909		2402750	510500	\$ 200,000.00
SF RECOVERY CENTER	3201902	2761	2402750	510500	\$ 50,000.00
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	\$ 200,000.00
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	\$ 140,000.00
YOUTHWORKS	3201906	2400	2402750	510500	\$ 40,000.00
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	\$ 60,000.00
NMCEH	3201908	2084	1002750	510500	\$ 180,000.00

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an “entitlement city” which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community’s needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City’s Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City’s Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe’s unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City’s Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing’s General Fund’s set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Mortgage Principal Reduction	Housing Trust	\$150,000	\$50,000	\$200,000
	Homewise	\$200,000	\$150,000	\$350,000
Home Improvement	Habitat for Humanity	\$90,000	0	\$90,000
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	\$100,000	n/a	\$100,000
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	\$25,000	n/a	\$25,000
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	\$27,000	n/a	\$27,000
	Interfaith Shelter (Womens' Summer Safe Haven)	\$30,000	n/a	\$30,000
	Youth Shelters & Family Svcs (Cold Weather Shelter)	\$15,000	n/a	\$15,000
	Casa Cielo End of Life Care	20,000	n/a	20,000
Program Administration (Cap @20% of \$614,053)		\$122,810	n/a	\$122,810
Total CDBG EN (+ reprogrammed prior year funds)		\$779,810.00	\$200,000.00	\$999,810.00

* The City's entitlement grant for 2020 = \$614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years (\$165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	Qualified Grantee	Grant Funds	Program Income (PI)	Total Funding Amount
Mortgage Principal Reduction	Habitat for Humanity	\$80,000	\$0.00	\$80,000
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	\$200,000	n/a	\$200,000
	NM Interfaith Housing Corp (Siler Yards)	\$200,000	n/a	\$200,000
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	\$140,000	n/a	\$140,000
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	\$50,000	n/a	\$50,000
	Youthworks (Shelter Now)	\$40,000	n/a	\$40,000
	SFPS – Adelante	\$60,000	n/a	\$60,000
	NM Coalition to End Homelessness	\$180,000	n/a	\$180,000
Total (AHTF & General Fund)		\$950,000	\$0.00	\$950,000.00
TOTAL AFFORDABLE HOUSING FUNDING		1,729,810.00	\$200,000.00	\$1,929,810.00



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201905

Contractor: Santa Fe Civic Housing - Country Club Apt Rehab

Description: **Agreement delivers funds for rehabilitation and maintenance costs associated with Country Club Apartments, which contains 62 units currently housing a majority of renters earning less than 30% AMI**

Contract Agreement Lease / Rent Amendment

Term Start Date: 7/01/2020 Term End Date: 06/30/2021

Approved by Council Date: _____

Contract / Lease: \$140,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term 7/01/2020 - 6/30/2021

3. Procurement History: **RFP #20/15/P**

Fran Dunaway
Fran Dunaway PO (Jun 5, 2020 09:23 MDT)

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: **240** Org / Object: **2402750.510500**

Alexis Lotero
Alexis Lotero L (Jun 5, 2020 09:18 MDT)

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	\$140,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Civic Housing - Country Club Apt Rehab	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

 Brian Dunaway (Jun 5, 2020 09:23 MDT)	 Alexis Lotero (Jun 5, 2020 09:18 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Civic Housing - Country Club Apt Rehab

Procurement Title: 20/15/P (AHTF)

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input type="checkbox"/> | FIR |
| <input type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included)	Title	Date
---	-------	------

 Fran Binaway BO (Jun 5, 2020 09:23 MDT)	Title	Date
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE CIVIC HOUSING
DBA: SANTA FE CIVIC HOUSING

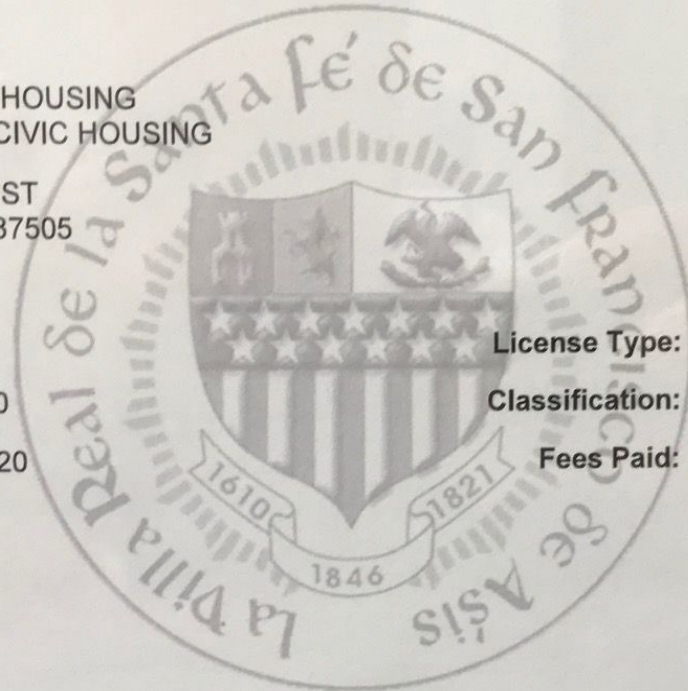
Business Location: 664 ALTA VISTA ST
SANTA FE , NM 87505

Owner:

License Number: 67971

Issued Date: February 19, 2020

Expiration Date: December 31, 2020



License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

SANTA FE CIVIC HOUSING
664 ALTA VISTA
SANTA FE , NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2020

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.

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PRODUCER Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member 4333 Pan American Fwy NE, Suite A Albuquerque, NM 87107	CONTACT NAME: Barbara Stierwalt PHONE (A/C, No, Ext): (505) 247-0444 FAX (A/C, No): E-MAIL ADDRESS: bstierwalt@bbirs.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Resolana SF, LLC and Santa Fe Civic Housing Authority 664 Alta Vista Street Santa Fe, NM 87505	INSURER A : Cincinnati Indemnity Company 23280 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liab			ENP 0577624	5/11/2020	5/11/2021	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Prof Liab</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Prof Liab	\$ 1,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<table style="width: 100%; border-collapse: collapse;"> <tr><td>PER STATUTE</td><td style="text-align: right;">\$</td></tr> <tr><td>OTH-ER</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> </table>	PER STATUTE	\$	OTH-ER	\$	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member		NAMED INSURED Resolana SF, LLC and Santa Fe Civic Housing Authority 664 Alta Vista Street Santa Fe, NM 87505	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Professional Liability \$1,000,000 / \$3,000,000

The policies include a blanket additional insured endorsement (or provision) and/or waiver of subrogation endorsement (or provision) that provides additional insured status and/or waiver of subrogation for the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2018

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.

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PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman, Suite 200 Irvine CA 92612	CONTACT NAME: PHONE (A/C. No. Ext): 949-349-9857		FAX (A/C. No.): 949-349-9957
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Safety National Casualty Corporation			15105
INSURED City of Santa Fe Barbara Boltrek P.O. Box 909 Santa Fe NM 87504	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	INSURER G:		

COVERAGES

CERTIFICATE NUMBER: 35731549

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.

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	SP4059030	7/1/2018	7/1/2020	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Santa Fe Civic Housing Authority** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

A. Use AHTF funds for rehabilitation and maintenance costs associated with Country Club Apartments, which contains 62 – 2 and 3 bedroom units currently housing a majority of renters earning less than 30% AMI. Eligible rehabilitation activities may include:

1. Asphalt parking and driveway overlays;
2. Installation of accessible handicap parking spaces, van and car;
3. Roofing about parking spaces;
4. Landscape improvements, including refurbishing basketball court;
5. Installation of smoke detectors in proximity to bedroom spaces;
6. Replacement of door handle hardware to be compliant with ADA.

B. Follow procurement processes consistent with the state procurement code, including 3 bids for proposed scope of work.

C. Report to the City on a quarterly basis the use of funds, including project status updates.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring that

specifically demonstrates compliance with proposed affordability criteria.

E. Performance Measures.

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

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed one hundred forty thousand dollars (\$140,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (\$140,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the

City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Civic Housing Authority
664 Alta Vista St.
Santa Fe, NM 87505

27. Authority.

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

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

CITY OF SANTA FE:



ALAN WEBBER
MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY' S OFFICE:



Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY
FINANCE DIRECTOR

2402750.510500
Business Unit/Line Item

SANTA FE CIVIC HOUSING
AUTHORITY:

ED ROMERO
EXECUTIVE DIRECTOR

DATE: _____

CRS# 01-505902-00-2
Registration # 67971






2020 05 12 SF Civic Housing Country Club Rehab \$140000

Final Audit Report

2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD4ie2vj6suzhqAUjdM_pFyRiwk0Lxi6R

"2020 05 12 SF Civic Housing Country Club Rehab \$140000" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:41:02 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:41:18 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 2:48:17 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 2:48:28 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:48:28 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

ACTION REQUESTED:

Review and approve the following contracts:

- A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: \$799,810)
- B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: \$950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	\$ 27,000.00
COMING HOME CONNECTION	3201891	6128	2402750	510400	\$ 20,000.00
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	\$ 90,000.00
HOMEWISE	3201894	2481	2402750	510500	\$ 200,000.00
HOUSING TRUST	3201895	1570	2402750	510500	\$ 150,000.00
INTERFAITH SHELTER	3201896	3783	2402750	510400	\$ 30,000.00
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	\$ 100,000.00
YOUTH SHELTERS	3201898	1624	2402750	510400	\$ 15,000.00
YOUTH SHELTERS	3201899	1624	2402750	510500	\$ 25,000.00
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	\$ 80,000.00
NM INTERFAITH HOUSING	3201909		2402750	510500	\$ 200,000.00
SF RECOVERY CENTER	3201902	2761	2402750	510500	\$ 50,000.00
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	\$ 200,000.00
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	\$ 140,000.00
YOUTHWORKS	3201906	2400	2402750	510500	\$ 40,000.00
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	\$ 60,000.00
NMCEH	3201908	2084	1002750	510500	\$ 180,000.00

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an “entitlement city” which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community’s needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City’s Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City’s Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe’s unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City’s Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing’s General Fund’s set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Mortgage Principal Reduction	Housing Trust	\$150,000	\$50,000	\$200,000
	Homewise	\$200,000	\$150,000	\$350,000
Home Improvement	Habitat for Humanity	\$90,000	0	\$90,000
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	\$100,000	n/a	\$100,000
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	\$25,000	n/a	\$25,000
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	\$27,000	n/a	\$27,000
	Interfaith Shelter (Womens' Summer Safe Haven)	\$30,000	n/a	\$30,000
	Youth Shelters & Family Svcs (Cold Weather Shelter)	\$15,000	n/a	\$15,000
	Casa Cielo End of Life Care	20,000	n/a	20,000
Program Administration (Cap @20% of \$614,053)		\$122,810	n/a	\$122,810
Total CDBG EN (+ reprogrammed prior year funds)		\$779,810.00	\$200,000.00	\$999,810.00

* The City's entitlement grant for 2020 = \$614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years (\$165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	Qualified Grantee	Grant Funds	Program Income (PI)	Total Funding Amount
Mortgage Principal Reduction	Habitat for Humanity	\$80,000	\$0.00	\$80,000
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	\$200,000	n/a	\$200,000
	NM Interfaith Housing Corp (Siler Yards)	\$200,000	n/a	\$200,000
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	\$140,000	n/a	\$140,000
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	\$50,000	n/a	\$50,000
	Youthworks (Shelter Now)	\$40,000	n/a	\$40,000
	SFPS – Adelante	\$60,000	n/a	\$60,000
	NM Coalition to End Homelessness	\$180,000	n/a	\$180,000
Total (AHTF & General Fund)		\$950,000	\$0.00	\$950,000.00
TOTAL AFFORDABLE HOUSING FUNDING		1,729,810.00	\$200,000.00	\$1,929,810.00



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201906

Contractor: Youth Works - Rental Assistance

Description: **Agreement delivers funds to provide financial assistance, which may be distributed over the course of several months in the form of rental assistance (includes rent payments, utilities, deposits & costs in arrears) to a minimum of forty two (42) house...**

Contract Agreement Lease / Rent Amendment

Term Start Date: 7/01/2020 Term End Date: 06/30/2021

Approved by Council Date: _____

Contract / Lease: \$40,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term 7/01/2020 - 6/30/2021

3. Procurement History: RFP #20/15/P

Fran Bunaw
Fran Bunaw (Jun 5, 2020 09:30 MDT)

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: 240

Org / Object: 2402750.510500

Alexis Lotero

Alexis Lotero (Jun 5, 2020 09:30 MDT)

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	General Government	Department Name:	Community Services
Division Name:	Office of Affordable Housing	Division Name:	Affordable Housing

Financial Information

Amount Requested:	\$40,000	Munis Fund Number:	240
Vendor Name:	Youth Works - Rental Assistance	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

 <small>Fran Dunaway, CPO (Jun 5, 2020 09:30 MDT)</small>	 <small>Alexis Lotero (Jun 5, 2020 09:20 MDT)</small>	
Procurement Office Signature	Budget Office Signature	Finance Director Signature



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Youth Works - Rental Assistance

Procurement Title: 20/15/P (AHTF)

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input type="checkbox"/> | FIR |
| <input type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Fran Dunaivsky, CPO 6/1/20
Fran Dunaivsky, CPO (Jun 5, 2020 09:30 MDT)

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: GORDON BETANCOURT

License Number: 222597

Issued Date: December 30, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

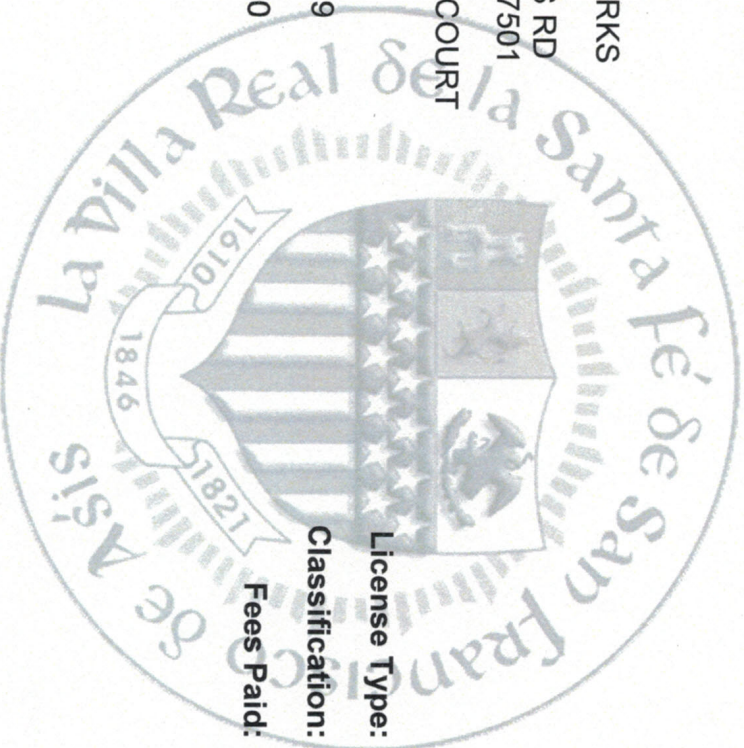
Fees Paid: \$35.00

YOUTH WORKS
1000 CORDOVA PL
SANTA FE, NM 87505

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2020

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 Insurance United PO Box 759 Higley AZ 85236	CONTACT NAME: Kelly Cassidy PHONE (A/C, No, Ext): (844) 559-8336 E-MAIL ADDRESS: kcassady@conservationinsurance.com	FAX (A/C, No): (602) 388-8110
	INSURER(S) AFFORDING COVERAGE	
INSURED Santa Fe Youth Works 1000 Cordova Pl #415 Santa Fe NM 85706	INSURER A: AIG Property Casualty Company NAIC # 19402	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL198601241

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC033-57-1438	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Santa Fe is a certificate holder on the above policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe PO Box 909 Santa Fe NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Youth Works!** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

- A. Operate “Shelter Now” program which provides financial assistance to youth and their families, earning less than 60% AMI to cover the costs of rent payments, utilities, deposits and costs in arrears to a minimum of twenty three (23) households.
- B. Conduct a needs assessment using the Unite Us platform to document an individual’s or family’s housing needs, the impact of COVID-19, as well as documenting other social determinants of health.
- C. Align support services with housing to provide comprehensive case amangement with the goal of improving longer term housing outcomes.
- D. Contractor will report to the City on a quarterly basis the use of funds, including AMI of assisted renter, address, household size and other demographic information as requested.
- E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include documentation for rental assistance provided.

F. Performance Measures.

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

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed forty thousand dollars (\$40,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed+ (\$40,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the

City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

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

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

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after

payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the

remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

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

26. Notices. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Youth Works!
1000 Cordova Place #415
Santa Fe, NM 87505

27. Authority.

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

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:



Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY
FINANCE DIRECTOR

2402750.510500
Business Unit/Line Item

YOUTH WORKS!:

MELYNN SCHUYLER
EXECUTIVE DIRECTOR

DATE: _____

CRS# 02-471161-00-6
Registration # 222597






2020 05 12 YW - Rental Assist \$40000

Final Audit Report

2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMWPuOEJ6Pxx0Xps1H-nAK2goeQBuSnco

"2020 05 12 YW - Rental Assist \$40000" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:39:27 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:39:55 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 2:40:36 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 2:40:49 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 2:40:49 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

ACTION REQUESTED:

Review and approve the following contracts:

- A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: \$799,810)
- B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: \$950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	\$ 27,000.00
COMING HOME CONNECTION	3201891	6128	2402750	510400	\$ 20,000.00
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	\$ 90,000.00
HOMEWISE	3201894	2481	2402750	510500	\$ 200,000.00
HOUSING TRUST	3201895	1570	2402750	510500	\$ 150,000.00
INTERFAITH SHELTER	3201896	3783	2402750	510400	\$ 30,000.00
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	\$ 100,000.00
YOUTH SHELTERS	3201898	1624	2402750	510400	\$ 15,000.00
YOUTH SHELTERS	3201899	1624	2402750	510500	\$ 25,000.00
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	\$ 80,000.00
NM INTERFAITH HOUSING	3201909		2402750	510500	\$ 200,000.00
SF RECOVERY CENTER	3201902	2761	2402750	510500	\$ 50,000.00
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	\$ 200,000.00
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	\$ 140,000.00
YOUTHWORKS	3201906	2400	2402750	510500	\$ 40,000.00
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	\$ 60,000.00
NMCEH	3201908	2084	1002750	510500	\$ 180,000.00

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an “entitlement city” which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community’s needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City’s Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City’s Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe’s unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City’s Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing’s General Fund’s set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Mortgage Principal Reduction	Housing Trust	\$150,000	\$50,000	\$200,000
	Homewise	\$200,000	\$150,000	\$350,000
Home Improvement	Habitat for Humanity	\$90,000	0	\$90,000
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	\$100,000	n/a	\$100,000
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	\$25,000	n/a	\$25,000
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	\$27,000	n/a	\$27,000
	Interfaith Shelter (Womens' Summer Safe Haven)	\$30,000	n/a	\$30,000
	Youth Shelters & Family Svcs (Cold Weather Shelter)	\$15,000	n/a	\$15,000
	Casa Cielo End of Life Care	20,000	n/a	20,000
Program Administration (Cap @20% of \$614,053)		\$122,810	n/a	\$122,810
Total CDBG EN (+ reprogrammed prior year funds)		\$779,810.00	\$200,000.00	\$999,810.00

* The City's entitlement grant for 2020 = \$614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years (\$165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	Qualified Grantee	Grant Funds	Program Income (PI)	Total Funding Amount
Mortgage Principal Reduction	Habitat for Humanity	\$80,000	\$0.00	\$80,000
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	\$200,000	n/a	\$200,000
	NM Interfaith Housing Corp (Siler Yards)	\$200,000	n/a	\$200,000
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	\$140,000	n/a	\$140,000
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	\$50,000	n/a	\$50,000
	Youthworks (Shelter Now)	\$40,000	n/a	\$40,000
	SFPS – Adelante	\$60,000	n/a	\$60,000
	NM Coalition to End Homelessness	\$180,000	n/a	\$180,000
Total (AHTF & General Fund)		\$950,000	\$0.00	\$950,000.00
TOTAL AFFORDABLE HOUSING FUNDING		1,729,810.00	\$200,000.00	\$1,929,810.00



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201901

Contractor: Santa Fe Habitat for Humanity

Description: **Agreement delivers funds to provide 0% mortgage principal reduction funding for 4 low- income homebuyer households earning at or less than 60% of AMI, in the Las Soleras subdivision. Upon resale, liens will be repaid to the Contractor and revolved...**

Contract Agreement Lease / Rent Amendment

Term Start Date: 7/01/2020 Term End Date: 06/30/2021

Approved by Council Date: _____

Contract / Lease: \$80,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term 7/01/2020 - 6/30/2021

3. Procurement History: RFP #20/15/P

Fran Dunaway, CPO

Fran Dunaway, CPO (Jun 5, 2020 09:18 MDT)

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: 240

Org / Object: 2402750.510500

Alexis Lotero

Alexis Lotero (Jun 5, 2020 09:12 MDT)

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	\$80,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Habitat for Humanity	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

 Fran Dunaway, CPO (Jun 5, 2020 09:18 MDT)	 Alexis Lotero (Jun 5, 2020 09:12 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Habitat for Humanity

Procurement Title: 20/15/P (AHTF)

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*


YES N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input type="checkbox"/> | FIR |
| <input type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date


Fran Dunaway, CPO (Jun 5, 2020 09:18 MDT)

Include all other substantive documents and records of communication that pertain to the procurement and contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2020

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 License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296		FAX (A/C, No): (866) 621-0427	
	E-MAIL ADDRESS:			
INSURED Santa Fe Habitat for Humanity 2414 Cerrillos Rd. Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : New Mexico Security Insurance Company		15349	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	69560111	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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 200 Lincoln Ave. Santa Fe, NM 87504-0909	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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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE HABITAT FOR HUMANITY
DBA: SANTA FE HABITAT FOR
HUMANITY

Business Location: 2520 CAMINO ENTRADA A
SANTA FE, NM 87507

CRS Number: 02070960009

Owner: SANTA FE HABITAT FOR HUMANITY

License Number: 225494

License Type: Business License - Renewable

Issued Date: February 25, 2020

Classification: Contractor - General

Expiration Date: December 31, 2020

Fees Paid: \$35.00

SANTA FE HABITAT FOR HUMANITY
2520 CAMINO ENTRADA A
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Santa Fe Habitat For Humanity** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

A. Provide zero percent mortgage principal reduction funding for four (4) low-income homebuyer households earning at or less than 60% of AMI, in the Las Soleras subdivision.

B. Upon resale, liens will be repaid to the Contractor and revolved back into its down payment assistance program.

C. Contractor will report to the City on a quarterly basis the use of funds, including any income from prior allocations that was revolved as financial assistance to homebuyers.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation for financial assistance provided.

E. Performance Measures.

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

2. The Contractor agrees to obtain and maintain throughout the term of

this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed eighty thousand dollars (\$80,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (\$80,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall

provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately

upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall

have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and

warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions,

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other

provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Habitat For Humanity
2520 Camino Entrada, Ste A
Santa Fe, NM 87507

27. Authority.

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

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

CITY OF SANTA FE:

SANTA FE HABITAT FOR HUMANITY

ALAN WEBBER
MAYOR

KURT KRAHN
EXECUTIVE DIRECTOR

DATE: _____

DATE: _____

CRS# 02-070960-00-9
Registration # 225494

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
Business Unit/Line Item






2020 05 12 SF Habitat \$80000

Final Audit Report

2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaXUG1djFJ-4QOqmNXf-PwsDURVuozC34

"2020 05 12 SF Habitat \$80000" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 4:43:08 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 4:43:35 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 4:44:04 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 4:44:26 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 4:44:26 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

ACTION REQUESTED:

Review and approve the following contracts:

- A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: \$799,810)
- B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: \$950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	\$ 27,000.00
COMING HOME CONNECTION	3201891	6128	2402750	510400	\$ 20,000.00
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	\$ 90,000.00
HOMEWISE	3201894	2481	2402750	510500	\$ 200,000.00
HOUSING TRUST	3201895	1570	2402750	510500	\$ 150,000.00
INTERFAITH SHELTER	3201896	3783	2402750	510400	\$ 30,000.00
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	\$ 100,000.00
YOUTH SHELTERS	3201898	1624	2402750	510400	\$ 15,000.00
YOUTH SHELTERS	3201899	1624	2402750	510500	\$ 25,000.00
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	\$ 80,000.00
NM INTERFAITH HOUSING	3201909		2402750	510500	\$ 200,000.00
SF RECOVERY CENTER	3201902	2761	2402750	510500	\$ 50,000.00
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	\$ 200,000.00
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	\$ 140,000.00
YOUTHWORKS	3201906	2400	2402750	510500	\$ 40,000.00
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	\$ 60,000.00
NMCEH	3201908	2084	1002750	510500	\$ 180,000.00

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an “entitlement city” which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community’s needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City’s Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City’s Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe’s unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City’s Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing’s General Fund’s set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Mortgage Principal Reduction	Housing Trust	\$150,000	\$50,000	\$200,000
	Homewise	\$200,000	\$150,000	\$350,000
Home Improvement	Habitat for Humanity	\$90,000	0	\$90,000
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	\$100,000	n/a	\$100,000
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	\$25,000	n/a	\$25,000
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	\$27,000	n/a	\$27,000
	Interfaith Shelter (Womens' Summer Safe Haven)	\$30,000	n/a	\$30,000
	Youth Shelters & Family Svcs (Cold Weather Shelter)	\$15,000	n/a	\$15,000
	Casa Cielo End of Life Care	20,000	n/a	20,000
Program Administration (Cap @20% of \$614,053)		\$122,810	n/a	\$122,810
Total CDBG EN (+ reprogrammed prior year funds)		\$779,810.00	\$200,000.00	\$999,810.00

* The City's entitlement grant for 2020 = \$614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years (\$165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	Qualified Grantee	Grant Funds	Program Income (PI)	Total Funding Amount
Mortgage Principal Reduction	Habitat for Humanity	\$80,000	\$0.00	\$80,000
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	\$200,000	n/a	\$200,000
	NM Interfaith Housing Corp (Siler Yards)	\$200,000	n/a	\$200,000
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	\$140,000	n/a	\$140,000
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	\$50,000	n/a	\$50,000
	Youthworks (Shelter Now)	\$40,000	n/a	\$40,000
	SFPS – Adelante	\$60,000	n/a	\$60,000
	NM Coalition to End Homelessness	\$180,000	n/a	\$180,000
Total (AHTF & General Fund)		\$950,000	\$0.00	\$950,000.00
TOTAL AFFORDABLE HOUSING FUNDING		1,729,810.00	\$200,000.00	\$1,929,810.00



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201902

Contractor: Santa Fe Recovery - Sober Living

Description: **Agreement delivers funds to provide rental assistance (includes rent payments, utilities, deposits and costs in arrears) to a minimum of thirty four (34) renters earning at or below 50% AMI.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 7/01/2020 Term End Date: 06/30/2021

Approved by Council Date: _____

Contract / Lease: \$50,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for a one-year term 7/01/2020 - 6/30/2021

3. Procurement History: **RFP #20/15/P**

Spencer
Franklin, Jun 5, 2020 09:09 MDT

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: **240**

Org / Object: **2402750.510500**

Alexis Lotero
Alexis Lotero, Jun 5, 2020 08:57 MDT

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery - Sober Living

Procurement Title: 20/15/P (AHTF)

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input type="checkbox"/> | FIR |
| <input type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Frank Durkaway, CPO 6/5/20

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	\$50,000	Munis Fund Number:	240
Vendor Name:	Santa Fe Recovery - Sober Living	Munis Org Number:	2402750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

 <small>Fran Dunaway (Jun 5, 2020 09:09 MDT)</small>	 <small>Alexis Lotero (Jun 5, 2020 08:57 MDT)</small>	
Procurement Office Signature	Budget Office Signature	Finance Director Signature



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

BUSINESS REGISTRATION

Business Name: SANTA FE RECOVERY CENTER
DBA: SANTA FE RECOVERY CENTER

Business Location: 5312 JAGUAR DR
SANTA FE, NM 87507

Owner: SYLVIA BARELA

License Number: 149637

Issued Date: November 25, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

SANTA FE RECOVERY CENTER
5312 JAGUAR DR
SANTA FE, NM 87507

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2019

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).

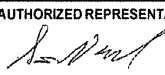
PRODUCER Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: George Segura PHONE (A/C, No, Ext): (505) 982-4302 E-MAIL ADDRESS: gsegura@danielsinsuranceinc.com	FAX (A/C, No): (505) 989-9186
	INSURER(S) AFFORDING COVERAGE	
INSURED Santa Fe Recovery Center 5312 Jaguar Drive Santa Fe NM 87507	(505) 471-4985 INSURER B: New Mexico Mutual Casualty Com INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 38970 40627

COVERAGES **CERTIFICATE NUMBER:** Cert ID 26731 **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 WVP	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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HUP2739-03	08/31/2019	08/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse & Molestatio \$ 1M/1M
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			HUA2740-03	08/31/2019	08/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			HUU3919-02	08/31/2019	08/31/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	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	43642.115	06/07/2019	06/07/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All operations of the insured per policy conditions, Liability: Continental US: Worker's Compensation New Mexico. Certificate Holder (or holder name) is an Additional Insured on General and Auto liability policy, but only to the extent provided in the Additional Insured endorsement.

CERTIFICATE HOLDER City of Santa Fe PO Box 909 Santa Fe NM 87502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)
PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

A. Support the rental costs of Sober Living Bridge Houses to provide sober living environments for 70 residents, earning 0% - 50% AMI.

B. Conduct a needs assessment using the Unite Us platform to document an individual’s or family’s housing needs, the impact of COVID-19, as well as documenting other social determinants of health.

C. Contractor will report to the City on a quarterly basis the use of funds, including a report of residents served by household size and income percentile.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include documentation of income verification, certification of eligibility receipts, and other supporting documentation.

E. Performance Measures.

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

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed fifty thousand dollars (\$50,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (\$50,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's

liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether

sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was

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

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

13. Amendment.

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

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

14. Merger.

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

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

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

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

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after

payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the

remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

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

26. Notices. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Recovery Center
5312 Jaguar Drive
Santa Fe, NM 87507

27. Authority.

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

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

CITY OF SANTA FE:

SANTA FE RECOVERY CENTER:

ALAN WEBBER
MAYOR

SYLVIA BARELA
CHIEF EXECUTIVE DIRECTOR

DATE: _____

DATE: _____

CRS# 01-778794-00-7
Registration # 149637

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
Business Unit/Line Item






2020 05 12 SF Recovery Sober Liv \$50000

Final Audit Report

2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVYhpFSBimm1N36BDoar1HEfpuQa0J0aD

"2020 05 12 SF Recovery Sober Liv \$50000" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:40:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:40:37 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 2:40:59 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 2:41:11 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 2:41:11 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 14, 2020

To: Finance Committee – June 15, 2020
Quality of Life – June 17, 2019
City Council – June 24, 2019

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/16, RFP# P/20/15 and 2020-21 CDBG and AHTF Contracts

ACTION REQUESTED:

Review and approve the following contracts:

- A) Allocation of 2020-2021 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# P/20/16 and program administration cost (Total: \$799,810)
- B) Allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: \$950,000)

RFP# 20/16 (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS - ADELANTE	3201889	1027	2402750	510400	\$ 27,000.00
COMING HOME CONNECTION	3201891	6128	2402750	510400	\$ 20,000.00
SF HABITAT FOR HUMANITY	3201893	2677	2402750	510500	\$ 90,000.00
HOMEWISE	3201894	2481	2402750	510500	\$ 200,000.00
HOUSING TRUST	3201895	1570	2402750	510500	\$ 150,000.00
INTERFAITH SHELTER	3201896	3783	2402750	510400	\$ 30,000.00
SF CIVIC HOUSING AUTHORITY	3201897	1667	2402750	510500	\$ 100,000.00
YOUTH SHELTERS	3201898	1624	2402750	510400	\$ 15,000.00
YOUTH SHELTERS	3201899	1624	2402750	510500	\$ 25,000.00
RFP# 20/16 (AHTF)					
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	\$ 80,000.00
NM INTERFAITH HOUSING	3201909		2402750	510500	\$ 200,000.00
SF RECOVERY CENTER	3201902	2761	2402750	510500	\$ 50,000.00
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	\$ 200,000.00
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	\$ 140,000.00
YOUTHWORKS	3201906	2400	2402750	510500	\$ 40,000.00
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	\$ 60,000.00
NMCEH	3201908	2084	1002750	510500	\$ 180,000.00

BACKGROUND

The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an “entitlement city” which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community’s needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City’s Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City’s Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe’s unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City’s Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing’s General Fund’s set aside for rental assistance.

For more information about the uses of funds, please see the summary table on the following page.

RFP# 20/16 PY 2020-21 (CDBG)				
Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Mortgage Principal Reduction	Housing Trust	\$150,000	\$50,000	\$200,000
	Homewise	\$200,000	\$150,000	\$350,000
Home Improvement	Habitat for Humanity	\$90,000	0	\$90,000
Rental Unit Acquisition/Rehab	SF Civic Housing Authority	\$100,000	n/a	\$100,000
Public Facility Repair	Youth Shelters & Family Svcs (Transitional Living Program New Roof)	\$25,000	n/a	\$25,000
Public Services (Cap @15%)	SFPS (Adelante Elementary School Liaison)	\$27,000	n/a	\$27,000
	Interfaith Shelter (Womens' Summer Safe Haven)	\$30,000	n/a	\$30,000
	Youth Shelters & Family Svcs (Cold Weather Shelter)	\$15,000	n/a	\$15,000
	Casa Cielo End of Life Care	20,000	n/a	20,000
Program Administration (Cap @20% of \$614,053)		\$122,810	n/a	\$122,810
Total CDBG EN (+ reprogrammed prior year funds)		\$779,810.00	\$200,000.00	\$999,810.00

* The City's entitlement grant for 2020 = \$614,053, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years (\$165,757) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

RFP# 20/15 PY 2020-21				
Recommended Projects	Qualified Grantee	Grant Funds	Program Income (PI)	Total Funding Amount
Mortgage Principal Reduction	Habitat for Humanity	\$80,000	\$0.00	\$80,000
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	\$200,000	n/a	\$200,000
	NM Interfaith Housing Corp (Siler Yards)	\$200,000	n/a	\$200,000
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	\$140,000	n/a	\$140,000
Rental Assistance	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	\$50,000	n/a	\$50,000
	Youthworks (Shelter Now)	\$40,000	n/a	\$40,000
	SFPS – Adelante	\$60,000	n/a	\$60,000
	NM Coalition to End Homelessness	\$180,000	n/a	\$180,000
Total (AHTF & General Fund)		\$950,000	\$0.00	\$950,000.00
TOTAL AFFORDABLE HOUSING FUNDING		1,729,810.00	\$200,000.00	\$1,929,810.00



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201907

Contractor: SFPS - Adelante

Description: **Agreement delivers rental assistance to residents in Santa Fe who are experiencing housing instability or homelessness.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 7/01/2020 Term End Date: 6/30/2021

Approved by Council Date: _____

Contract / Lease: \$60,000.00

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Agreement is for one-year term, 7/01/2020 - 6/30/2021

3. Procurement History: **RFP #20/15/P**

Shen Dunning, CFO 6/2/20
Shen Dunning (Jun 12, 2020 10:58 MDT)

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: **100**

Alexis Lotero

Alexis Lotero (Jun 12, 2020 10:14 MDT)

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Org / Object: **1002750.510500**

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SFPS - Adelante

Procurement Title: 20/15/P (GF)

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Office of Affordable Housin Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*


YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other: |

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date


Fran Dunaway (5/11/2020 10:58 MDT)

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	General Government	Department Name:	
Division Name:	Office of Affordable Housing	Division Name:	

Financial Information

Amount Requested:	\$60,000	Munis Fund Number:	100
Vendor Name:	SFPS - Adelante	Munis Org Number:	1002750
Approved by Director?	Yes	Munis Object Code:	510500

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

 <small>Fran Dunaway (Jun 12, 2020 10:58 MDT)</small>	 <small>Alexis Lotero (Jun 12, 2020 10:44 MDT)</small>	
Procurement Office Signature	Budget Office Signature	Finance Director Signature



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19: Maximum Liability
 Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
 Commercial General Liability
 Products and Completed Operations
 Professional Liability
 Contractual Liability
 Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
 \$400,000 Bodily Injury Per Person
 \$200,000 Property Damage Per Property Address
 \$300,000 Medical
 \$750,000 Per Occurrence
 \$1,050,000 Combined Limit/Maximum Liability

CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (GENERAL FUND)
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **SFPS - Adelante** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

- A. Continue implementation of the Family Assistance Project to Provide financial assistance, which may be distributed over the course of several months in the form of rental assistance (includes rent payments, utilities, deposits and costs in arrears) to a minimum of thirty (30) households earning less than 60% AMI, with an average assistance amount of equal \$1,650 per household.
- B. Conduct a needs assessment using the Unite Us platform to document an individual’s or family’s housing needs, the impact of COVID-19, as well as documenting other social determinants of health.
- C. Ensure that students and families meeting a definition of homelessness or housing instability are connected to other support services in conjunction with housing assistance, including case management and navigation services, school liaisons and early childhood support.
- D. Report to the City on a quarterly basis the use of funds, including AMI of assisted renter, address, house hold size and other demographic information as requested.
- E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include documentation of income verification, certification of eligibility, receipts, and

other supporting documentation for rental assistance provided.

F. Performance Measures.

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

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed sixty thousand dollars (\$60,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (\$60,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the

City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: SFPS – Adelante
610 Alta Vista St
Santa Fe, NM 87505

27. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:
SFPS - ADELANTE

ALAN WEBBER
MAYOR

SUSAN O'BRIEN
DIRECTOR, STUDENT WELLNESS

DATE: _____

DATE: _____

CRS# N/A
Registration #N/A

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 12, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

1002750.510500
Org #/Line Item






SFPS Adelante \$60,000

Final Audit Report

2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFpjmlwSTpXe8ALezsdl1vUrcwchzwFr

"SFPS Adelante \$60,000" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 4:23:12 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 4:23:29 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 4:24:34 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 4:24:44 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 4:24:44 PM GMT

City of Santa Fe, New Mexico

memo

Date: June 1, 2020

To: Finance Committee – June 29, 2020
Quality of Life Committee – July 1, 2020
City Council – July 8, 2020

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Approval of RFP# P/20/15 and 2020-21 AHTF Contracts

ACTION REQUESTED:

Review and approve the allocation for the 2020-2021 Affordable Housing Trust Fund (AHTF)/General Fund and the attached contracts awarded in response to RFP# P/19/24 (Total: \$950,000)

RFP# 20/16 (AHTF)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
HABITAT FOR HUMANITY	3201901	2677	2402750	510500	\$ 80,000.00
NM INTERFAITH HOUSING	3201909		2402750	510500	\$ 200,000.00
SF RECOVERY CENTER	3201902	2761	2402750	510500	\$ 50,000.00
SF CIVIC HOUSING AUTHORITY	3201904	1667	2402750	510500	\$ 200,000.00
SF CIVIC HOUSING AUTHORITY	3201905	1667	2402750	510500	\$ 140,000.00
YOUTHWORKS	3201906	2400	2402750	510500	\$ 40,000.00
RFP# 20/16 (GENERAL FUND)					
SFPS - ADELANTE	3201907	1027	1002750	510500	\$ 60,000.00
NMCEH	3201908	2084	1002750	510500	\$180,000.00

BACKGROUND

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City’s Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe’s unique needs.

In early February 2020, RFP #P/20/16 and RFP #P/20/15 were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 4 to hear applicant presentations. Ten CDBG applications and seven AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on a variety of factors related to priority needs identified in the City’s Consolidated Plan as well as other goals identified in the Five Year Affordable Housing Strategic Plan. Because the funding requests for AHTF far exceeded was available, two projects will be supported through the Office of Affordable Housing’s General Fund’s set aside for rental assistance.

RFP# 20/15 PY 2020-21				
Recommended Projects	Qualified Grantee	Grant Funds	Program Income (PI)	Total Funding Amount
Mortgage Principal Reduction	Habitat for Humanity	\$80,000	\$0.00	\$80,000
Rental Unit Construction	SF Civic Housing Authority (Calle Resolana)	\$200,000	n/a	\$200,000
	NM Interfaith Housing Corp (Siler Yards)	\$200,000	n/a	\$200,000
Rental Unit Rehab	SF Civic Housing Authority (Country Club Apartments)	\$140,000	n/a	\$140,000
Rental Assistance	Santa Fe Recovery Center (Sober Living “Bridge” Homes)	\$50,000	n/a	\$50,000
	Youthworks (Shelter Now)	\$40,000	n/a	\$40,000
	SFPS – Adelante	\$60,000	n/a	\$60,000
	NM Coalition to End Homelessness	\$180,000	n/a	\$180,000
Total (AHTF & General Fund)		\$950,000	\$0.00	\$950,000.00

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF
06/08/2020

ISSUE NO. 7F

Request Approval of Change Order #3 Sub Surface for FY 20/21 City Wide Utility Construction and Repair in the Amount of \$542,187.5 Inclusive of NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

COMMITTEE REVIEW

Finance Committee (Scheduled)

06/15/2020

Governing Body (Scheduled)

06/24/2020

PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 06/15/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

CHANGE ORDER

for:

#17-0823; #18-0600; #19-00515

City Wide Water Utility Consturction & Repair Contract

BID 17/32/B - CIP # 953

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #: 3
Date: 4/3/2020

You are hereby directed to make the following changes in this contract:

- | | |
|--|---------------|
| 1. <u>Increase compensation (inclusive NMGRT)</u> | \$ 542,187.50 |
| 2. <u>Term of Contract will be increased by one additional year to June 30, 2021</u> | |

The work covered by this order shall be performed under the same terms and conditions as that which is included in the original Contract

Original Contract Sum (including gross receipts tax).....	\$ 558,904.96
Net Change by Previous Change Orders (including gross receipts tax)	\$ 1,084,375.00
Contract sum will be Increased by this Change Order (including gross receipts tax)	\$ 542,187.50
New Contract Sum including this Change Order (including gross receipts tax)	\$ 2,185,467.46

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:

By: _____
Title: _____
Date: _____

NM Taxation & Revenue CRS No. 02-104256-000
City of Santa Fe Business Reg. No. _____

Owner: City of Santa Fe

Water Division Engineer

By: _____

Public Utilities Director

By: _____

Finance Director

By: _____

City Attorney

By: ADAM

Date: _____

Date: _____

Date: _____

Date: 4/3/20

Mayor

By: _____

Date: _____

City Clerk

By: _____

Date: _____

City of Santa Fe


FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	Public Utility	Department Name:	
Division Name:	Water	Division Name:	Transmission & Distribution

Financial Information

Amount Requested:	\$542,187.50	Munis Fund Number:	505
Vendor Name:	Sub Surface Contracting, Inc.	Munis Org Number:	5050395
Approved by Director?	yes 	Munis Object Code:	572970

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This is a recurring service provided by the Contractor (Sub Surface Contracting, Inc.) to provide Emergency Services to repair broken water mains and planned replacements of water mains and other infrastructure as well as customer service connections. The Contractor was chosen as the lowest cost based on the RFB.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

The City (Water Division) is required to provide adequate and safe drinking water for our customers as well as for Fire Protection. The Contractor provides both Emergency Repair service as well as planned replacements for the Water Division who does not have adequate staffing or equipment to conduct the work.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.



No City department has adequate staff or equipment to provide this service.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

The Water Division is required to provide adequate, safe water service and fire protection. Without this Contract, the Water Division will not be able to provide this service.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

If this purchase is not approved by the City, there is no alternate funding source. This service is not provided by any other entity.

 Fran Dunaway (Jun 22, 2020 08:20 MDT)	 Alexis Lotero (Jun 17, 2020 14:36 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Sub Surface Contracting, Inc

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$558,904.96

Termination Date: June 30, 2018

Approved by Council Date: July 26, 2017

or by City Manager Date: _____

Contract is for: City Wide Water Utility construction & Repair Contract CIP #953 BID 17/32/B

Amendment # CO #3 to the Original Contract# 17-0823

Increase/(Decrease) Amount \$ 542,187.50

Extend Termination Date to: June 30, 2021

Approved by Council Date: Pending

or by City Manager Date: _____

Amendment is for: City Wide Water Utility construction & Repair Contract CIP #953 BID 17/32/B FY 20/21

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 558,904.96 of original Contract# _____ Termination Date: 6/30/2018

Reason: Original Contract

Amount \$ 542,187.50 amendment # CO #1 Termination Date: 6/30/2019

Reason: Increase comp and term for new FY #18-0600

Amount \$ 542,187.50 amendment # CO#2 Termination Date: 6/30/2020

Reason: Increase comp and term for new FY 19/2

Amount \$ 542,187.50 amendment # CO#3 Termination Date: 6/30/2021

Reason: Increase Comp and Term for new FY 20/21

Total of Original Contract plus all amendments: \$ 2,185,467.46



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 17/32/B Date: May 23, 2017

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: BID Year 4 of 4

example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Jul 22, 2020 08:20 MDT)

Signature:

Purchasing Officer Review

Email: fadunaway@santafenm.gov

Comments or Exceptions: FY 21 PSA

7 Funding Source: _____ **BU/Line Item:** 5050395.572970

ADU 4/3/20
Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

None

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez/ Bill Huey

Phone # 955-4271

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: City Wide Water Utility Construction & Repair, RFP 17/32/B

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Water Staff Name Bill Huey

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Bill Huey, Engineer, 4/03/2020

Department Rep Printed Name (attesting that all information included) Title Date

Shan Dawson 04/03/20
Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING
INC.

Business Location: 27 PASEO DE RIVER A
ANNX2
SANTA FE, NM 87507

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

Issued Date: February 17, 2020

Expiration Date: December 31, 2020

CRS Number: 02104256000

License Type: Business License - Renewable

Classification: Contractor - Specialty

Fees Paid: \$35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
SANTA FE, NM 87507

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

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

ITEM # 17-0823

AGREEMENT BETWEEN OWNER
AND CONTRACTOR

This Agreement is entered into this 26th day of July, 2017, by and between the CITY OF SANTA FE, herein known as the Owner, and Sub Surface Contracting Inc., herein known as the Contractor.

For the following:

PROJECT: City-Wide Water Utility Construction & Repair Contract
PROJECT NO.: CIP # 953

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a Construction Contract for the project; and

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of July 26, 2017

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by Water Division as required in the Contract Documents for FY 17/18 City-Wide Water Construction & Repair Contract RFB. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron.

Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract may commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved no later than (365) three-hundred sixty-five calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner. The term of this agreement may be extended for an additional twelve (12) month period up to three (3) additional years, not to exceed four (4) years by a written amendment(s) in accordance with the terms of this Agreement.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of five hundred sixteen thousand eleven dollars and fifty cents (\$516,011.50). The Contractor agrees that if it ever receives a partial or total refund of Gross Receipts Taxes (GRT) it will transmit the refund to the City immediately. The GRT amount of forty two thousand eight hundred ninety three and forty six cents (\$42,893.46) is [\$8.3125]% of Base Bid and is being paid by the Owner to the Contractor so that the Contractor can pay the GRT to the New Mexico Taxation and Revenue Department (NMTRD). It is not compensation for services rendered. The Contractor agrees to timely remit this GRT to NMTRD.

The Contract Sum is determined as follows:

Base Bid	\$ 516,011.50
Gross Receipts Tax	\$ 42,893.46
TOTAL	\$ 558,904.96

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner 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, ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and ninety five percent (95%) 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 Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety eight percent (98%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of One Thousand dollars (\$1,000) per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner 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 Owner. In addition, the Contractor shall provide to the Owner 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.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the (365) three-hundred sixty-five calendar day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

- 9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
- 9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.
- 9.4 An enumeration of the Contractor's 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 aggregate maximum amounts which the Owner 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 be in compliance with the law.
- 9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.
- 9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.
- 9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner.
- 9.8 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 Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.
- 9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 9.10 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 Agreement.
- 9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

- 9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.
- 9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER	City of Santa Fe Sangre De Cristo Water Division P.O. Box 909 Santa Fe, New Mexico 87504-0909
CONTRACTOR	Sub Surface Contracting, Inc. 27 ^a Paseo de River Santa Fe, NM 87507

- 9.15 Gender, Singular/Plural. Words of any gender used in this Agreement 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.
- 9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 9.17 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.
- 9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
- 9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

- 9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.
- 9.23 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.
- 9.24 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.
- 9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.
- 9.26 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

ARTICLE 10
NEW MEXICO TORT CLAIMS ACT

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

This Agreement is entered into as of the day and year first written above.

ATTEST:

OWNER:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg 7/26/17

Javier Gonzalez
JAVIER GONZALES, MAYOR
8/7/17
DATE

APPROVED AS TO FORM:

Kelley Brennan 6/5
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

Adam K. Johnson Budget officer
08/02/17
ADAM K. JOHNSON, FINANCE DIRECTOR

CONTRACTOR:
SUB SURFACE

BY: J. Medina
TITLE: X-P

DATE: 8/10/17

NM TAXATION AND REVENUE CRS
NO. 02-104256-000

CITY OF SANTA FE BUSINESS REG.
NO. 17-00046991

52305.572970

ITEM # 18-0600

CHANGE ORDER

for:

City Wide Water Utility Consturction & Repair Contract

BID 17/32/B - CIP # 953

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #: 1
Date: 4/17/2018

You are hereby directed to make the following changes in this contract:

- 1. Increase compensation (inclusive NMGRT) \$ 542,187.50
- 2. Term of Contract will be increased by one additional year to June 30, 2019.

The work covered by this order shall be performed under the same terms and conditions as that which is included in the original Contract

Original Contract Sum (including gross receipts tax).....	\$ 558,904.96
Net Change by Previous Change Orders (including gross receipts tax)	\$ -
Contract sum will be Increased by this Change Order (including gross receipts tax)	\$ 542,187.50
New Contract Sum including this Change Order (including gross receipts tax)	\$ 1,101,092.46

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:

By: *J. K. Obedin*
 Title: *J-P*
 Date: *6/19/18*
 NM Taxation & Revenue CRS No. 02-104256-000
 City of Santa Fe Business Reg. No. 18-00046991

Owner: City of Santa Fe

Water Division Engineer
 By: *[Signature]*
 Interim Public Utilities Director
 By: *[Signature]*
 Finance Director
 By: *[Signature]*
 Interim City Attorney
 By: *[Signature]*

Date: *6/20/18*
 Date: *6/20/18*
 Date: *6/5/18*
 Date: *4/19/18*

Mayor
 By: *[Signature]*
 Date: *June 11, 2018*
 City Clerk
 By: *Yolanda Y. Ligo*
 Date: *6-22-18*
cc mtg. 5/30/18

ITEM # 19-0515

CHANGE ORDER

for:

#17-0823; #18-0600

City Wide Water Utility Consturction & Repair Contract

BID 17/32/B - CIP # 953

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #: 2
Date: 4/16/2019

You are hereby directed to make the following changes in this contract:

1. Increase compensation (inclusive NMGRT) \$ 542,187.50

2. Term of Contract will be increased by one additional year to June 30, 2020

The work covered by this order shall be performed under the same terms and conditions as that which is included in the original Contract

Original Contract Sum (including gross receipts tax).....	\$	558,904.96
Net Change by Previous Change Orders (including gross receipts tax)	\$	542,187.50
Contract sum will be Increased by this Change Order (including gross receipts tax)	\$	542,187.50
New Contract Sum including this Change Order (including gross receipts tax)	\$	1,643,279.96

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:

By: [Signature]
Title: PRESIDENT
Date: 6-3-2019
NM Taxation & Revenue CRS No. 02-104256-000
City of Santa Fe Business Reg. No. 19-00046991

Owner: City of Santa Fe

Water Division Engineer
By: [Signature]
Public Utilities Director
By: [Signature]
Finance Director
By: [Signature]
City Attorney
By: [Signature]

Date: 6/5/19
Date: 6/5/19
Date: 4/28/19
Date: 4/24/19

Mayor
By: [Signature]
Date: 6/28/19

City Clerk
By: [Signature]
Date: 6-28-19
cc mts 6.26.2019

Signature:

Email: aclotero@santafenm.gov

City of Santa Fe, New Mexico

memo

Date: April 7, 2020

To: Public Works/Public Utilities Committee/Finance Committee

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer *BH* xx
BH xx

Via: Jesse Roach, Water Division Director JR
Shannon Jones, Public Utilities Department Director sj

RE: Water Division requests the Approval of Change Order #3 in the Total Amount of \$542,187.50 including tax for FY 2021 City Wide Water Utility Construction & Repair Contract, CIP # 953 to Sub Surface Contracting, Inc. (Bill Huey, bchuey@santafenm.gov, 955-4273).

ITEM AND ISSUE:

The Water Division requests approval of Change Order #3 to bid number '17/32/B for the FY 20/21 City Wide Water Utility Construction & Repair Contract, CIP # 953 to Sub Surface Contracting, Inc. to increase the amount of not to exceed compensation by \$542,187.50 including New Mexico Gross Receipt Tax (NMGRT) to allow for continuation of needed repair work, routine water line replacements and emergency repairs throughout the City until June 30, 2021.

BACKGROUND AND SUMMARY:

City Council awarded Bid # 17/32/B to Sub Surface Contracting, Inc. (Sub Surface) on July 26, 2017. The City Wide Water Utility Construction Contract is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. The contract is funded with \$250,000 from Transmission and Distribution for work on their infrastructure and with \$250,000 from Source of Supply for work on their infrastructure. Therefore, the Contract amount is limited to \$500,000.00 plus New Mexico Gross Receipt Tax (NMGRT) per year.

The Water Division requests that City Council approve our amendment to extend this contract for one more fiscal year. Funds for this work are available in Business Unit, Line Item 5050381.572970 in the amount of \$542,187.50 including NMGRT.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of Change Order #3 to the contract to Sub Surface Contracting, Inc. for the FY 20/21 City Wide Water Utility Construction & Repair Contract, CIP # 953 for \$542,187.50 including NMGRT under RFB No. '17/32/B.
- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval and to the Governing Body for their final consideration and approval.

Signature: 
Bill Huey (Jun 4, 2020 06:35 MDT)

Email: bchuey@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mrmoya@santafenm.gov

Signature:

Email: swjones@santafenm.gov

Signature: 

Email: jdroach@santafenm.gov

Signature: 
Shannon Jones (Jun 5, 2020 09:31 MDT)

Email: swjones@santafenm.gov









SS #3 CW PUC packet

Final Audit Report

2020-06-05

Created:	2020-06-05
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA39KKJCxybR81Y3IPAbd18WqP92VtDCxF

"SS #3 CW PUC packet" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-06-05 - 2:54:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
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Signature Date: 2020-06-05 - 3:31:11 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Jesse Roach (jdroach@santafenm.gov), Maya Martinez (mfmartinez@ci.santa-fe.nm.us), jldiaz@santafenm.gov, and Shannon Jones (swjones@santafenm.gov)
2020-06-05 - 3:31:11 PM GMT