City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JULY 20, 2020
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at santafe.primegov.com.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

   a. Regular Finance Committee Meeting – June 29, 2020

7. **CONSENT AGENDA**

   a. Consideration of Bill No. 2020-__: An Ordinance Amending Section 14-11.4 Of The Land Development Code To Adopt Civil Penalty Provisions, A Civil Fine Schedule, And Civil Citation Procedures For Land Use Code Enforcement Actions; And To Permit The Land Use Director To Order A

One-Year Waiting Period For Application For Short-Term Rental Permit By A Person Who Has Violated The Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987. (Mayor Webber, Councilors Lindell, Romero-Wirth, Villarreal) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830) (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Committee Review:
Planning Commission (postponed): 6/18/20
Quality of Life Committee (approved): 7/1/20
Public Works and Utilities Committee (approved): 7/6/20
City Council (request to publish) (approved): 7/8/20
Finance Committee (scheduled): 7/20/20
Planning Commission (scheduled): 8/6/20
City Council (public hearing) (scheduled): 8/12/20

b. Request Approval of Amendment #3 – Alpha Southwest for FY 20/21 Emergency Repair On-Call in the Amount of $211,015.63 Inclusive of NMGRT. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, & Efren Morales, WWM Plant Superintendent, Public Utilities, emmorales@santafenm.gov, 955-4618)

c. Request Approval of Amendment # 1 – Carollo Engineers FY 20/21 On-Call Engineering in the Amount of $250,000 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

d. Request Approval of Amendment #1 – Hazen & Sawyer FY 20/21 On-Call Engineering in the Amount of $250,000 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

e. Request Approval of Amendment #4 – John Shoemaker & Associates Inc. for FY 20/21 in the Amount of $197,560 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

f. Recommendation of Approval for a Professional Services Agreement for an on-call vegetation management professional services contract not to

exceed $600,000 annually per vendor exclusive of New Mexico gross receipts tax (NMGRT).

Request to Award of Invitation to Bid # 20/15/B for on-call vegetative management professional services contract not to exceed $600,000 annually per vendor:
· Proscapes Inc.
· Seeds of Wisdom LLC
· San Isidro Permaculture Inc.

(Melissa McDonald, River & Watershed Manager, mamcdonald@santafenm.gov ; 505-231-3770)

Committee Review:
PWC – approved 4-27-20
FCM – 07-20-20
GB – 07-29-20

g. Requesting Approval for Amendment #2 to Professional Service 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, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW
Finance Committee (Scheduled)
07/20/2020
Governing Body (Scheduled)
07/29/2020

h. Requesting Approval for 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)

COMMITTEE REVIEW
Finance Committee (Scheduled)
07/20/2020

Governing Body (Scheduled)
07/29/2020

i. Consideration of Bill No. 2020-19: An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Section 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and La Puerta Originals, LLC for an Economic Development Loan Project for Lease Payments to Provide Assistance for the Negative Financial Impacts of COVID-19. (Mayor Webber and Councilor Vigil Coppler) (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912)

j. Consideration of Bill No. 2020-__: An Ordinance Relating to the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; Amending Section 10-9.2 to Align the Intent with the Purpose of the Bill; Amending Section10-9.3 to Amend and Add Definitions; Amending Section 10-9.4 to Make the Property Owner Responsible; Repealing and Readopting a New Section 10-9.5 to Establish a Process for a Nuisance Investigation and Abatement Process; Repealing and Readopting a New Section 10-9.6 to Establish Tenants Rights; Amending Section 10-9.7 to Establish Enforcement Provisions to Hold the Property Owner Accountable; Amending Section 10-9.8 Regarding Reseration of Legal Options; Amending Section 10-9.9 Regarding Appeals; Amending Section 10-9.10 to Remove Reference to the City Filing a Civil Action in District Court or First Judicial Court; Repealing Section 10-9.11 Regarding Supplementary Remedies for Public Nuisances; and Amending Section 10-9.13 Regarding the Right of Entry. (Councilors Lindell, Villarreal, Romero-Wirth, Vigil Coppler) (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554; Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)

Committee Review:

Quality of Life Committee (Approved)	7/1/20
Public Works and Utilities Committee (Approved)	7/6/20
City Council (Request to Publish) (Approved)	7/8/20
Finance Committee (Scheduled)	7/20/20
City Council (Public Hearing) (Scheduled)	7/29/20

k. Request for the Approval of Amendment #1 to Service Contract 20-0027 in the Total Amount of $500,000.00 Plus Applicable NMGRT for On-Call HVAC, Mechanical, Plumbing and Electrical Services at Midtown and Other City Facilities as Needed; B&D Industries, Inc (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

l. 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
NM Coalition to end Homelessness $180,000
(Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

m. Request for Approval of a Resolution Incorporating the Fourth Quarter Budget Amendments for Fiscal Year 2019/2020, and associated Department of Finance & Administration/Local Government Division (DFA/LGD) schedule. (Andy Hopkins, Principal Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

8. **DISCUSSION AGENDA**

9. **PRESENTATION**

a. Claims Presentation - AJ Gallagher and Cannon Cochran Management Services (Nasreen Kopecky
Nasreen_Kopecky@AJG.com

10. **MATTERS FROM STAFF**

11. **MATTERS FROM THE COMMITTEE**

12. **MATTERS FROM THE CHAIR**

13. **NEXT MEETING: August 03 2020**

14. **ADJOURN**

City of Santa Fe

AGENDA

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

HTTPS://WWW.YOUTUBE.COM/USER/CITYOFSANTAFE

CITY CLERK'S OFFICE
DATE June 26, 2020 TIME 12:37pm
SERVED BY Carolyn Roibal
RECEIVED BY Xavier Vigil

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

HTTPS://WWW.YOUTUBE.COM/USER/CITYOFSANTAFE

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,

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**

SUMMARY OF ACTION
FINANCE COMMITTEE
ATTENDED VIRTUALLY
MONDAY, JUNE 29, 2020

ITEM	ACTION	PAGE
CALL TO ORDER		1
ROLL CALL	QUORUM	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF CONSENT AGENDA	APPROVED	2
APPROVAL OF MINUTES	APPROVED	2
EXECUTIVE SESSION (IF NECESSARY)	NONE	2
CONSENT AGENDA		
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.	APPROVED ON CONSENT	2-3
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.	APPROVED ON CONSENT	3
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	APPROVED ON CONSENT	3

OF NMGRT) TO $267,378.71 FOR ADDITIONAL WORK DISCOVERED AND REQUIRED TO COMPLETE POOL REPLASTERING.		
REQUEST APPROVAL OF CHANGE ORDER #4 BRADBURY STAMM CONSTRUCTION WWM TREATMENT PLAN ANAEROBIC DIGESTERS PROJECT IN THE AMOUNT OF $288,280.59 INCLUSIVE OF NMGRT.	**APPROVED ON CONSENT**	**3**
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** ***WITHDRAWN**	**APPROVED ON CONSENT**	**3**
REQUEST APPROVAL OF CHANGE ORDER #3 SUB SURFACE FOR FY 20/21 CITY WIDE UTILITY CONSTRUCTION AND REPAIR IN THE AMOUNT OF $542,187.50 INCLUSIVE OF NMGRT.	**APPROVED ON CONSENT**	**3-4**
REQUEST FOR APPROVAL OF AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT WITH CANNON COCHRAN MANAGEMENT SERVICES, INC 12-0718 IN THE AMOUNT OF $198,141	**APPROVED ON CONSENT**	**4**

FOR THIRD PARTY ADMINISTRATIVE AND ADJUSTING SERVICES FOR OUR WORKERS COMPENSATION AND GENERAL LIABILITY CLAIMS.		
REQUEST FOR APPROVAL OF AMENDMENT #1 TO PROFESSIONAL SERVICE AGREEMENT WITH AUTHUR J. GALLAGHER AND CO. 12-0405 IN THE AMOUNT OF $77,613.32 FOR COMPREHENSIVE INSURANCE PROGRAM BROKER SERVICES.	**APPROVED ON CONSENT**	**4**

PRESENTATION

TOURISM PRESENTATION	**INFORMATION/DISCUSSION**	**4-7**
MATTERS FROM STAFF	**INFORMATION/DISCUSSION**	**7**
MATTERS FROM THE COMMITTEE	**INFORMATION/DISCUSSION**	**7-8**
MATTERS FROM THE CHAIR	**NONE**	**8**
NEXT MEETING	**JULY 20, 2020**	**8**
ADJOURN	**ADJOURNED**	**8**

FINANCE COMMITTEE
ATTENDED VIRTUALLY
MONDAY, JUNE 29, 2020

1. CALL TO ORDER

The meeting of the Finance Committee was called to order by Councilor Roman Abeyta, Chair, at 5:04 pm, on Monday, June 29, 2020 and was attended virtually.

2. ROLL CALL

MEMBERS PRESENT
Councilor Roman Abeyta, Chair
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Rene Villarreal
Councilor Jamie Cassutt-Sanchez

OTHERS PRESENT
Mayor Alan Webber
Mary McCoy, Director, Finance Department
Joe Abeyta, City of Santa Fe
Bill Huey, Public Utilities
Anson Rane, Public Works
Alexandra Ladd, Director, Office of Affordable Housing
Anna Blount, Longwoods International
Lee Gagnon, Public Utilities
Brad Fluetsch, Finance Department
Randy Randall, Director, Office of Tourism
Jen Schroer, Cabinet Secretary, State of New Mexico, Office of Tourism
John Romero, Acting Director, Public Works
Jesse Guillen, Legislative Services
Fran Dunaway, Finance Department
Carolyn Roibal, Finance Department
Alexis Lotero, Finance Department
Elizabeth Martin, Stenographer

3. APPROVAL OF AGENDA

Ms. McCoy stated that items 7G and 7H will be postponed.

Ms. Ladd stated that on item 7E the contracts for the NMIF Housing Corp and

the NM Coalition to End Homelessness were not ready for approval and have been withdrawn from the request.

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

VOTE The motion passed unanimously by roll call 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

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

VOTE The motion passed unanimously by roll call vote as follows:

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

5. APPROVAL OF MINUTES

MOTION A motion was made by Councilor Lindell, seconded by Councilor Cassutt-Sanchez, to approve the minutes as presented.

VOTE The motion passed unanimously by roll call 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 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.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

D. REQUEST APPROVAL OF CHANGE ORDER #4 BRADBURY STAMM CONSTRUCTION WWM TREATMENT PLAN ANAEROBIC DIGESTERS PROJECT IN THE AMOUNT OF $288,280.59 INCLUSIVE OF NMGRT.

Approved on consent.

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

***Withdrawn**

Approved on consent

F. REQUEST APPROVAL OF CHANGE ORDER #3 SUB SURFACE FOR FY 20/21 CITY WIDE UTILITY CONSTRUCTION AND REPAIR IN THE

AMOUNT OF $542,187.50 INCLUSIVE OF NMGRT.

Approved on consent.

G. REQUEST FOR APPROVAL OF 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.

Postponed.

H. REQUEST FOR APPROVAL OF AMENDMENT #1 TO PROFESSIONAL SERVICE AGREEMENT WITH AUTHUR J. GALLAGHER AND CO. 12-0405 IN THE AMOUNT OF $77,613.32 FOR COMPREHENSIVE INSURANCE PROGRAM BROKER SERVICES.

Postponed.

8. PRESENTATION

(This item was heard before the consent calendar)

A. TOURISM PRESENTATION

Ms. McCoy said we have talked significantly about how important the tourism sector revenues are to the City of Santa Fe. We have two industry professionals with us to day to give you reports regarding the industry impact on our City. Anna Blount, Director of Research, Longwoods, International and Secretary Jen Schroer, Secretary of Tourism for the State of New Mexico.

Ms. Blount stated that Longwoods, International is a market research consultancy. We have worked with Mr. Randall and the City of Santa Fe to research and report the impact of tourism on the City of Santa Fe, travel data and the impact of COVID-19.

Ms. Blount gave a Power Point presentation. The presentation is herewith attached to these minutes as Exhibit “1".

There were no questions or comments on the presentation.

Secretary Schroer gave a Power Point presentation. The presentation is herewith attached to these minutes as Exhibit “2".

Questions and comments from the Committee were as follows:

Chair Abeyta asked if part of the reason for the increase in COVID-19 cases over the past few days could be from people traveling into the State.

Secretary Schroer said there are a lot of different factors. There is less travel into New Mexico than there is to states around us. Our economy has opened up a bit with restaurants and breweries.

Councilor Romero-Wirth said she participated in a call last week with public heath experts. They stated that the uptick was more related to family spread.

Chair Abeyta said he had been seeing states around us having to pull back from opening up.

Secretary Schroer said the Governor pressed pause last week on phase 2 openings.

Councilor Villarreal said we are seeing tourists downtown. What is the tourism office doing to remind people that masks are required. Are there reminders for hotels and restaurants. A lot of people are not following our requirement. What are you and Randy doing about that.

Secretary Schroer said she has seen the private sector step up. They are doing trainings. We have advertising around the state about wearing masks. It is really difficult to determine who is a tourist and who is a local on the Plaza downtown. It is important that we set an example.

Mr. Randall said he agreed with Councilor Villarreal that we need to keep pressing on that. We have distributed 23,000 masks including to hotels for tourists. We are increasing the message that in Santa Fe masks are mandatory. We are getting signage up on the Plaza and in the Railyard area. The problem is enforcement. We could put some State Police Officers on the Plaza for enforcement.

Secretary Schroer explained the New Mexico Safe Promise program regarding safety and security for visitors.

Councilor Romero-Wirth asked Mr. Randall to talk about the Santa Fe Promise program.

Mr. Randall said it is the Santa Fe Safe Promise program. 10,000 cards are going into hotels to advise visitors of our safety and cleanliness and security and the requirement of wearing masks. It mirrors the State program. The more people hear it the more it will become part of their routine. The rule says that in the State and the City

when in public places they must have a mask on, including outside.

Councilor Villarreal asked are we communicating with restaurants about this.

Mr. Randall said we pushed the message out to them three or four times. Our newsletter goes out to 700 to 800 businesses in Santa Fe. It was stressed there. We put the message out through the Restaurant Association and both Chambers of Commerce to become safe certified through the training course. It is a really good program that we push. That seal of certification is good for businesses.

Councilor Villarreal asked where do people go for masks.

Mr. Randall said you can go to the Visitor Center at the Old Plaza Mercado for a box of 500. If you need more than that contact him.

Councilor Cassutt-Sanchez said she would like an update on employments.

Secretary Schroer said she did not have that specific information for this year. We are starting to see people coming back. There are incentives for unemployment through July. We are starting to see some hiring at hotels and restaurants and we are communicating directly with them as to the health orders. It is a fluid situation. We are hoping to come back to you with some details.

Councilor Cassutt-Sanchez said thank you. That would be useful information.

Councilor Cassutt-Sanchez said a lot of people are driving into the State. There is a 14 day quarantine. Is that only for flying in or it is for driving in as well.

Secretary Schroer said the public health order in keeping with the Governor's rules encourages drivers as well. We are seeing visitation to Santa Fe down considerably to what we used to see in the summer. We are seeing New Mexicans traveling and going to restaurants.

Mr. Randall said our stats show that close to 37% of the Santa Fe visits are from within New Mexico. Staycations are something we want to promote.

Councilor Cassutt-Sanchez said she likes that plan.

Councilor Cassutt-Sanchez asked given that our budget has major constraints, how do we measure what marketing is best for tourism. How do we measure the effectiveness of advertising for this plan.

Mr. Randall said 80% to 85% of marketing now is digital. That can be measured. We were going to have a presentation on that previously. We would be happy to

reschedule it.

Mr. Randall said we can track what brings people to our website. The advertising agency needs to explain that. If methods don't work we shift them. We are shifting some of our marketing to within New Mexico to promote staycations. RevPar, revenue per available room, is down 50% at this point. That is bad news for our hotels, but good news for visitors. The hotels are hitting their 50% occupancy cap on weekends, but not during the week.

Councilor Cassutt-Sanchez said she was glad to hear we are doing at least that.

Councilor Romero-Wirth said we were leaders in making local requirements for the use of masks and other tools to prevent spread. We are trying to create a community norm and lead by example as the Governor said. It is going to take more time and added pressure from the community. She is getting a lot of emails about no face masks on people on the Plaza. She drove through the Plaza this past Sunday and most women and children were wearing masks. Men, no. Maybe we need to focus on some efforts targeting men specifically.

Councilor Lindell said she would like to welcome our guests. It is important for us to remember this is not forever and that no one caused this. We can't just stay totally in the triage phase. We have to focus on the recovery phase. The Colorado slide showed that best. They cut back on advertising and it cost them millions and millions of dollars. We have to plan for our recovery. Thank you for that Secretary. She appreciated the guest presentations. It was truly enlightening.

Chair Abeyta said thank you. This information will be helpful as we move forward to discuss the budget.

9. MATTERS FROM STAFF

Ms. McCoy said her office just sent out the dates for the budget hearings.

Chair Abeyta asked we will have one more Finance Committee meeting before the budget hearings.

Ms. McCoy said yes.

10. MATTERS FROM THE COMMITTEE

Councilor Romero-Wirth said that is not correct. Our next Finance Committee meeting is on July 20th. The schedule says the budget hearings start on the 14th.

Chair Abeyta asked so we will not have another meeting before the budget.

Councilor Romero-Wirth said our next meeting will be in the middle of the budget hearings. Will we have that meeting.

Ms. McCoy said she will look at that.

11. MATTERS FROM THE CHAIR

None.

12. NEXT MEETING
JULY 20, 2020

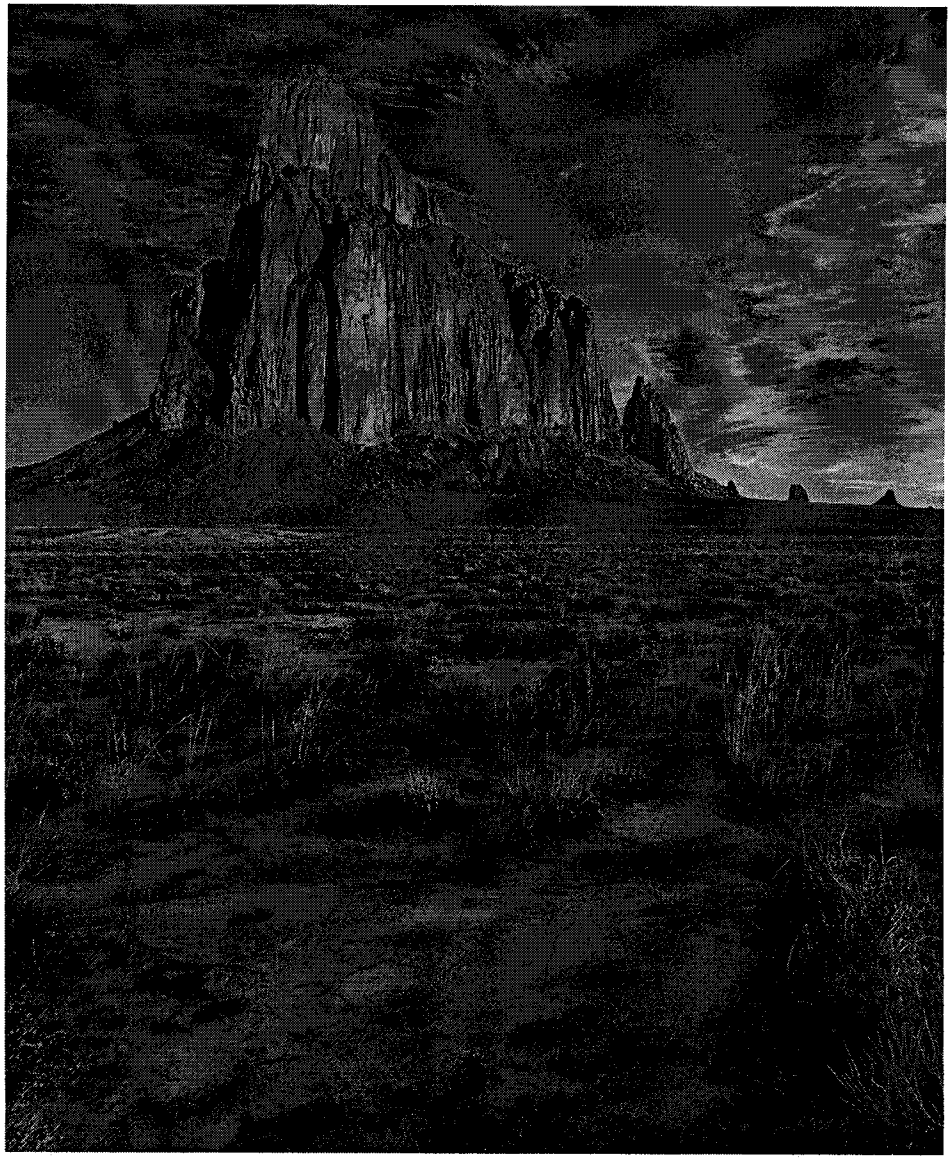
13. ADJOURN

There being no further business before the Committee the meeting adjourned at 6:20 pm.

_____
Councilor Roman Abeyta, Chair

_____
Elizabeth Martin, Stenographer

Exhibit 1



COMPASS

Longwoods INTERNATIONAL

Travel USA Visitor Profile

NEW MEXICO True

2019

Introduction

- Longwoods International began tracking American travelers in 1985, and has conducted large-scale syndicated visitor research quarterly since 1990.
- In 2007, our proprietary Longwoods Travel USA® program was migrated from mail to online, with the benefits of rapid turnaround, enhanced flexibility and interactivity, as well as greater respondent involvement.
- It is currently the largest ongoing study conducted of American travelers, providing our clients with more reliable data and greater ability to home in on key market segments of interest.
- This report provides an overview for New Mexico's domestic tourism business in 2019.

Methodology

Each quarter, a random, projectable sample of adult members (18 years of age and over) of a major U.S. consumer panel is invited to participate in the **Longwoods Travel USA®** survey:
Selected to be representative of the U.S. adult population

For New Mexico, the following sample was achieved in 2019:

Overnight Base Size	Day Base Size
1,904	*819*

For analysis, data were weighted on key demographics to correct for any differences between the sample and U.S. population targets.

New Mexico's Overnight Trip Expenditures

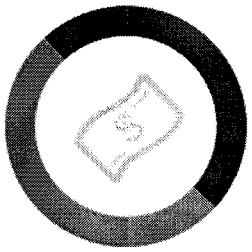
Base: 2019 Overnight Person Trips

Domestic Overnight Expenditures - by Sector

Total Spending

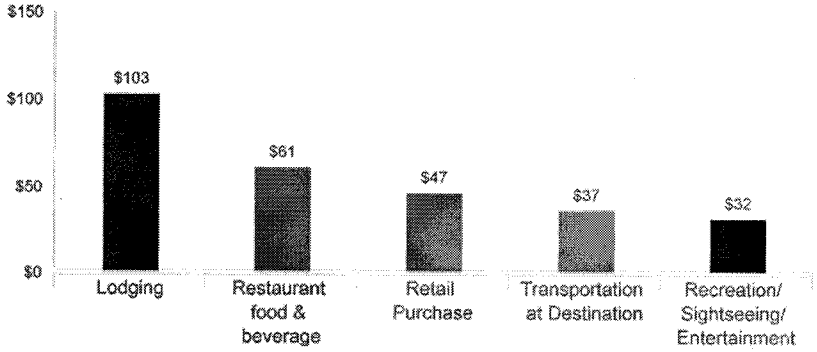
$ 4.590 Billion

+8.1% vs. last year

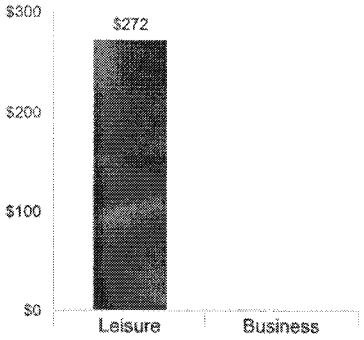


- Lodging
  37% | $1,684 Million
- Transportation at Destination
  13% | $608 Million
- Restaurant Food & Beverage
  22% | $997 Million
- Retail Purchase
  17% | $770 Million
- Recreation/Entertainment
  12% | $531 Million

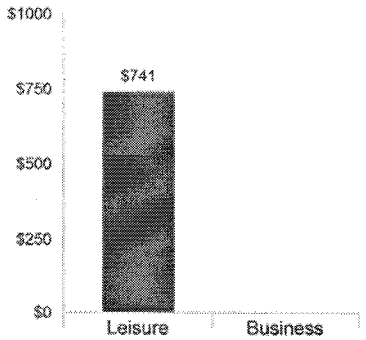
Average Per Person Expenditures on Domestic Overnight Trips - by Sector



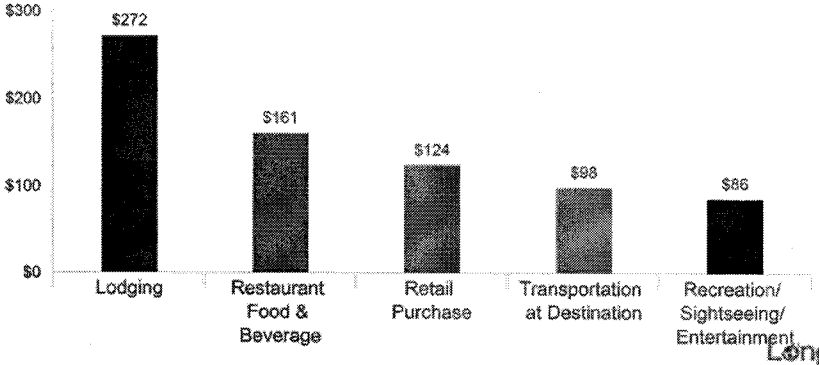
Average Per Person Expenditures on Domestic Overnight Trips - by Trip Purpose



Average Per Party Expenditures on Domestic Overnight Trips - by Trip Purpose



Average Per Party Expenditures on Domestic Overnight Trips - by Sector



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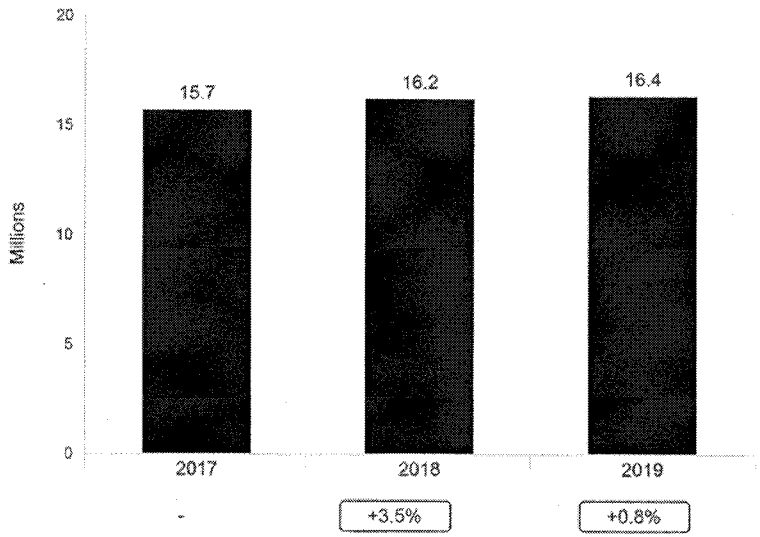
Size and Structure of New Mexico's Domestic Travel Market

Base: 2019 Overnight Person-Trips

Overnight Trips to New Mexico

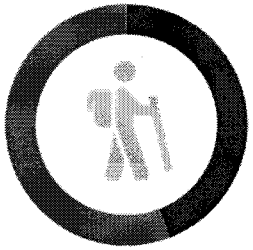


Total Size of New Mexico 2019 Domestic Travel Market

Total Person-Trips

37.3 Million

+1.9% vs. last year

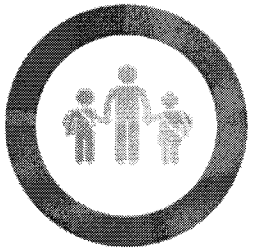


- Day
  56% | 20.9 Million
- Overnight
  44% | 16.4 Million

Size of New Mexico Overnight Travel Market - Adults vs. Children

Total Overnight Person-Trips

16.4 Million



- Adults
  77% | 12.6 Million
- Children
  23% | 3.7 Million

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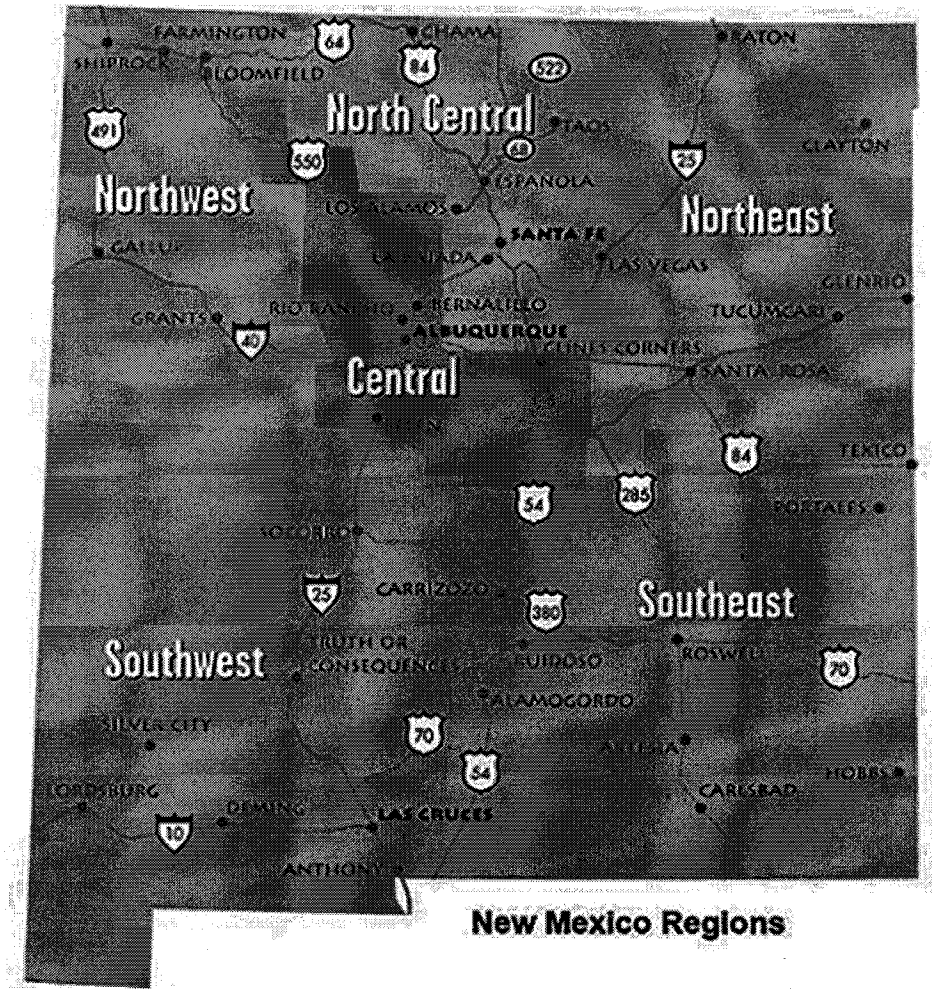
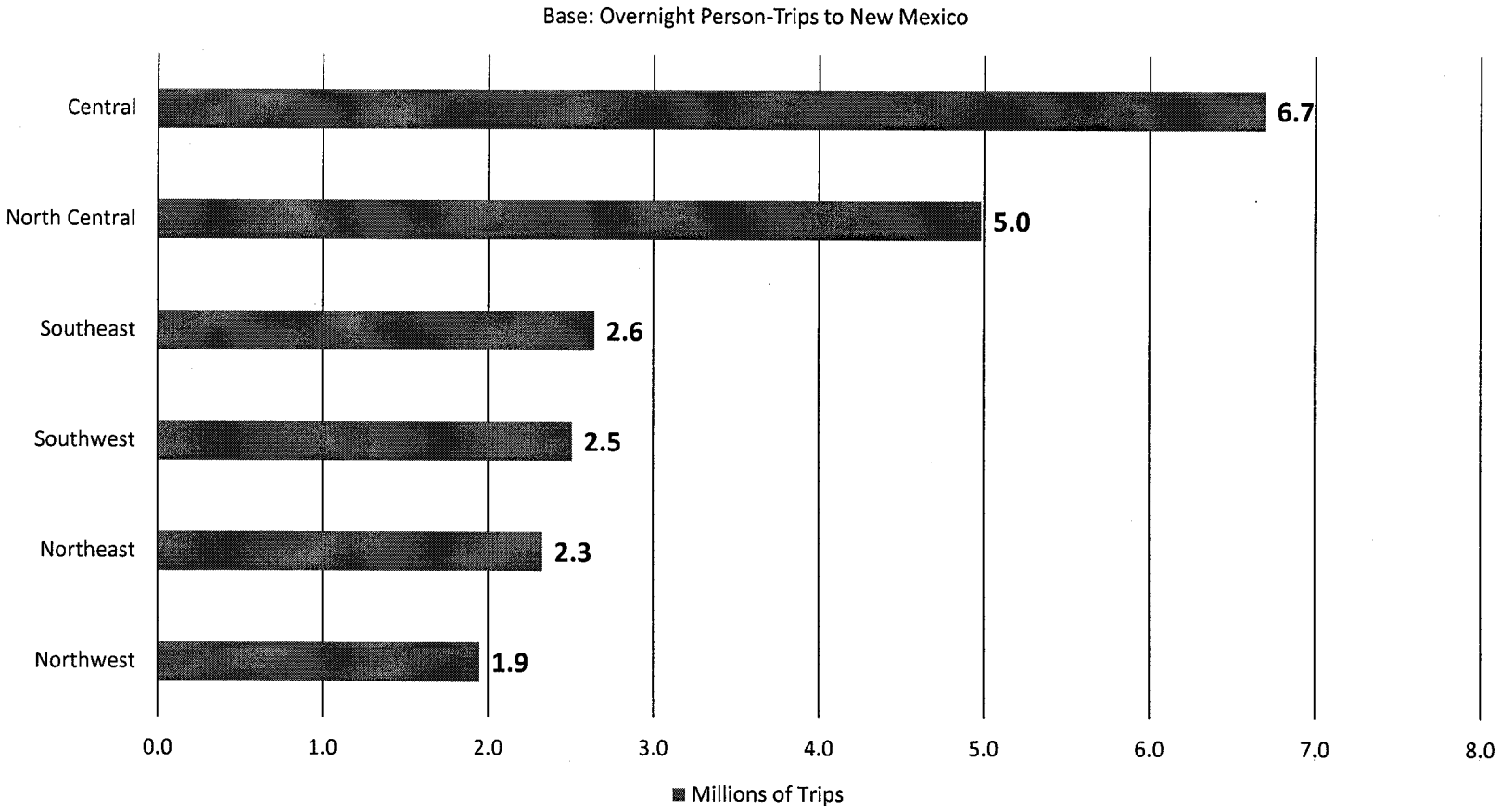


New Mexico Regions

Overnight Visitor Volume by Region*



*Adds to more than total state visitor volume because people may visit more than one region during their trip

NM North Central Region's Overnight Trip Characteristics

Base: 2018/2019 Overnight Person-Trips

Main Purpose of Trip

27%
Visiting friends/ relatives

23%
Touring

10%
Special event

9%
City trip

7%
Outdoors

4%
Resort

3%
Casino

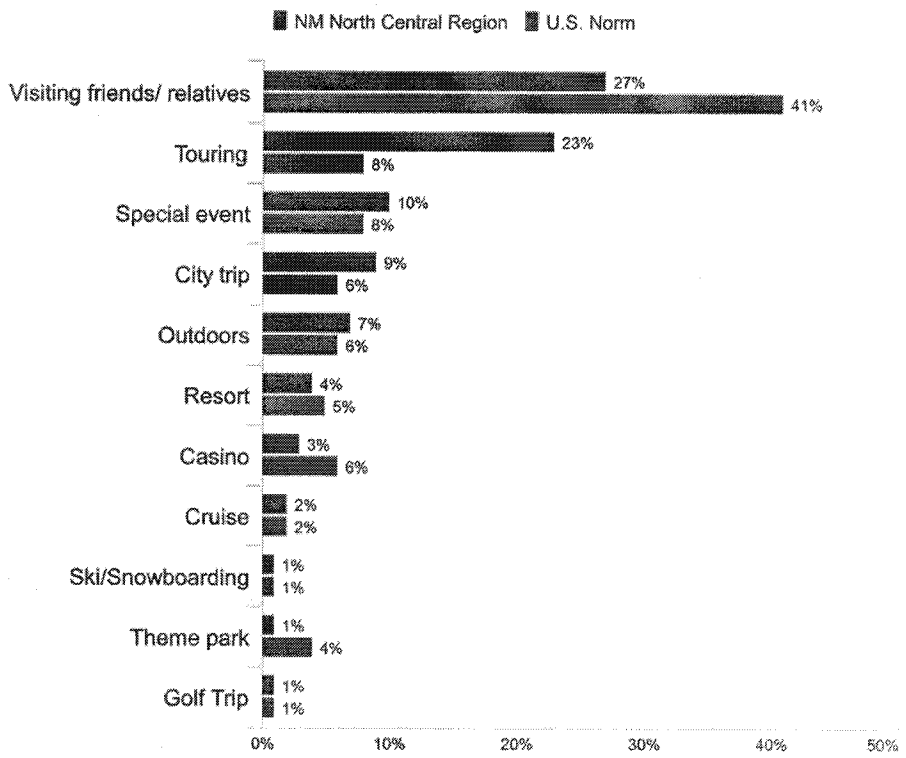
2%
Cruise

2%
Conference/ Convention

5%
Other business trip

4%
Business-Leisure

Main Purpose of Leisure Trip



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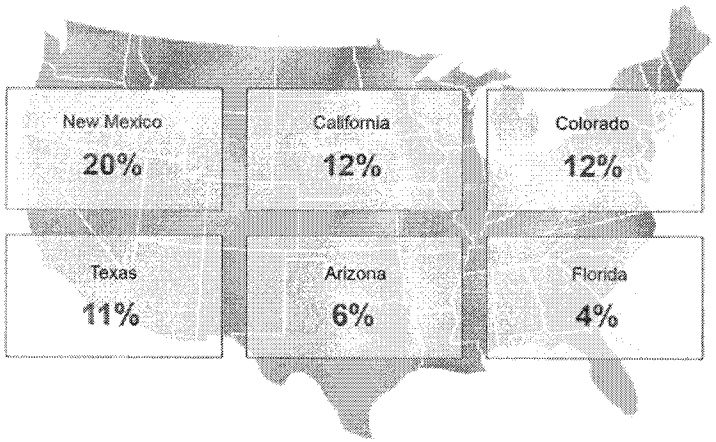
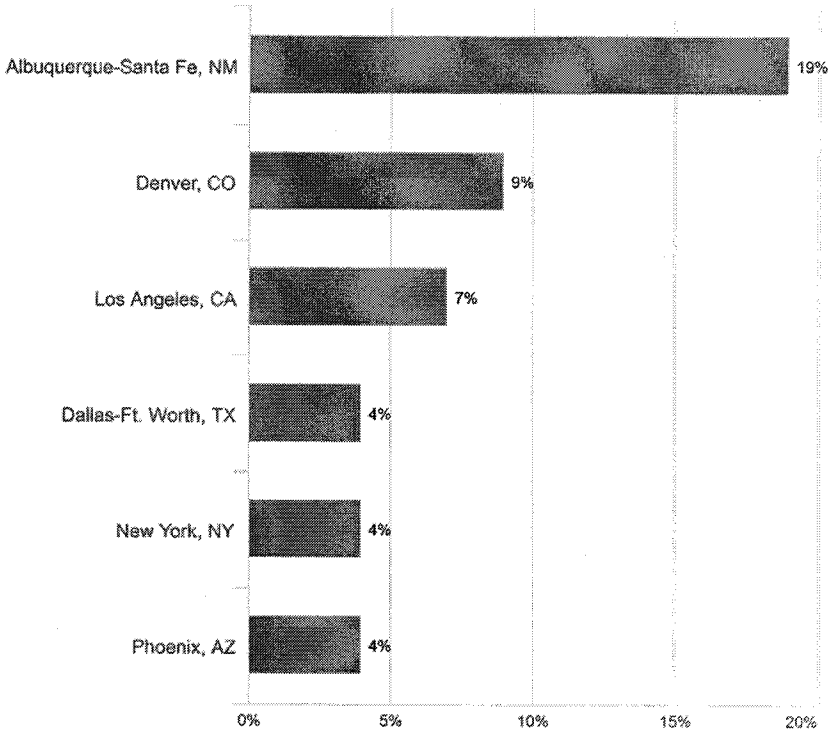
NM North Central Region's Overnight Trip Characteristics

Base: 2018/2019 Overnight Person-Trips

State Origin Of Trip



DMA Origin Of Trip



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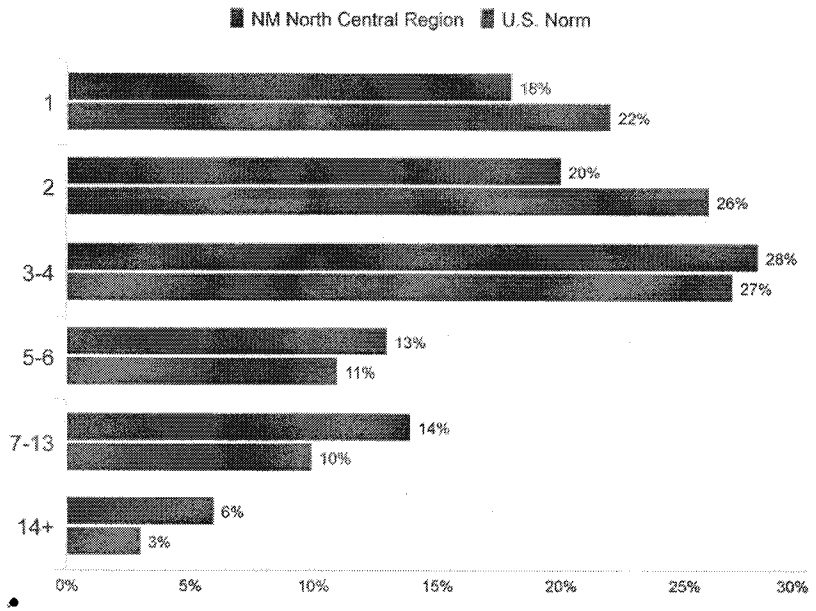
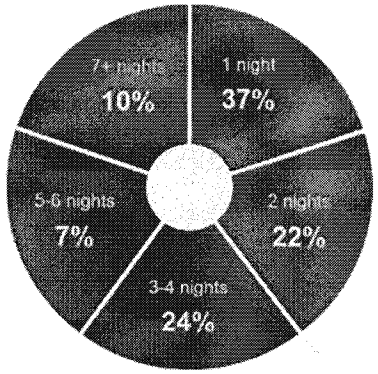
NM North Central Region's Overnight Trip Characteristics

Base: 2018/2019 Overnight Person-Trips

Total Nights Away on Trip



NM North Central Region	U.S. Norm
4.8	3.8
Average Nights	Average Nights



Nights Spent in NM North Central Region

Average number of nights

3.2

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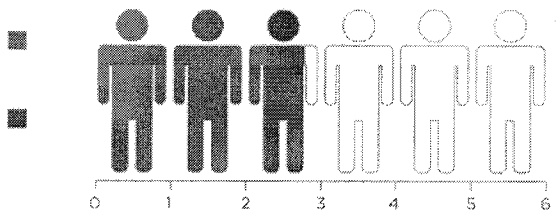
NM North Central Region's Overnight Trip Characteristics

Base: 2018/2019 Overnight Person-Trips

Size of Travel Party

Adults Children

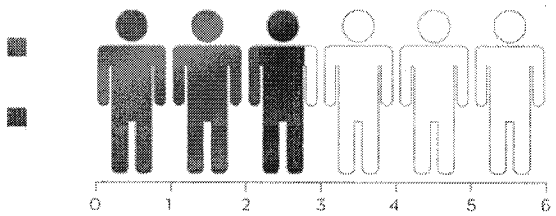
NM North Central Region



Average number of people

Total **2.8**

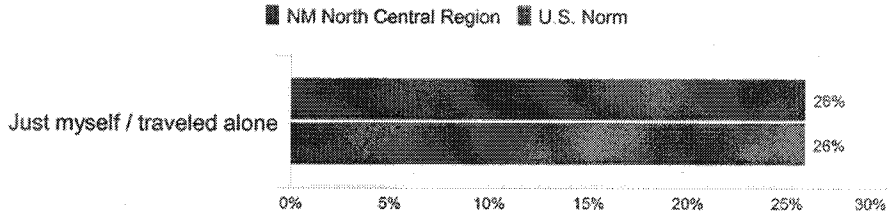
U.S. Norm



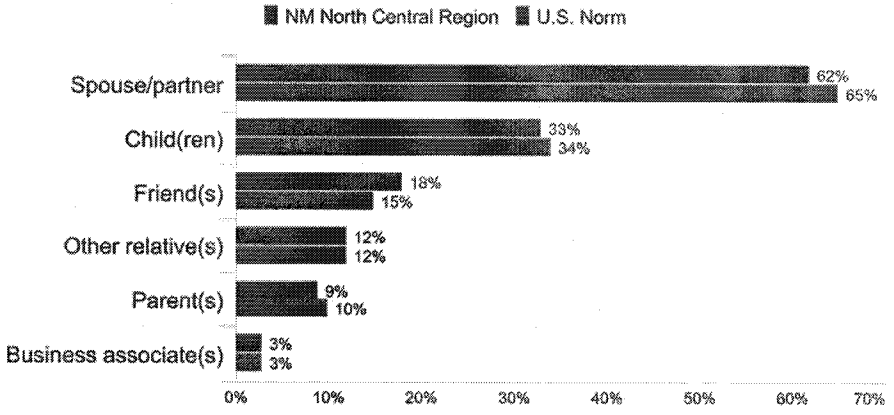
Average number of people

Total **2.7**

Percent Who Traveled Alone



Composition of Immediate Travel Party



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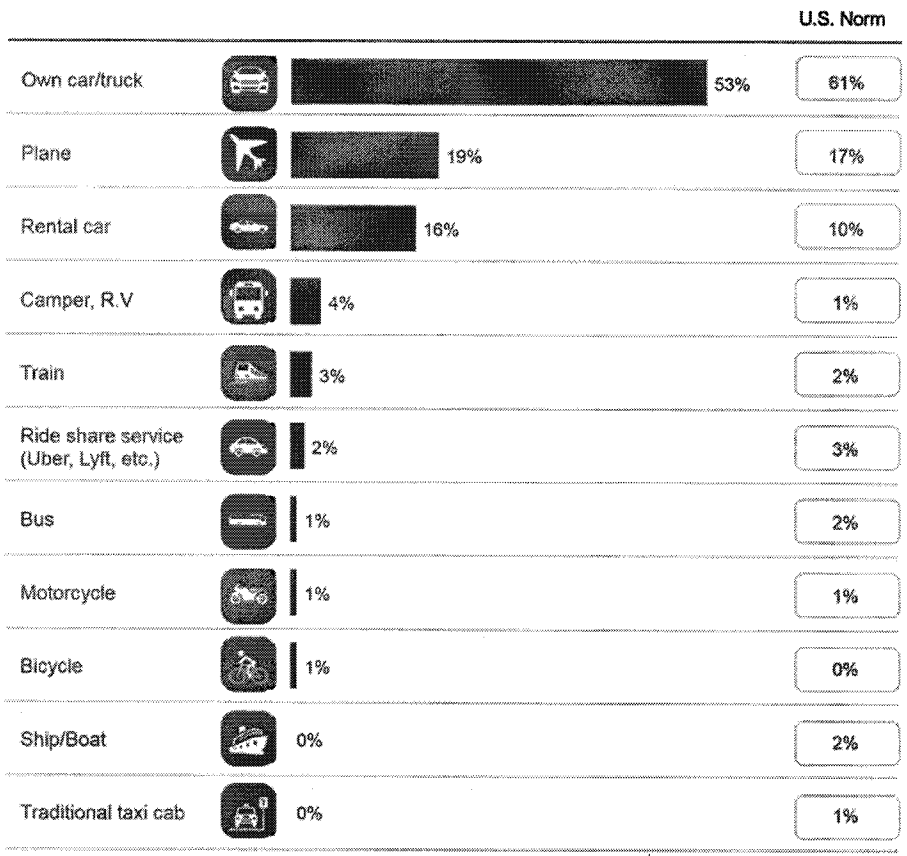
NM North Central Region's Overnight Trip Characteristics

Base: 2019 Overnight Person Trips

Primary Method of Transportation



Question updated in 2019, data is for 2019 only

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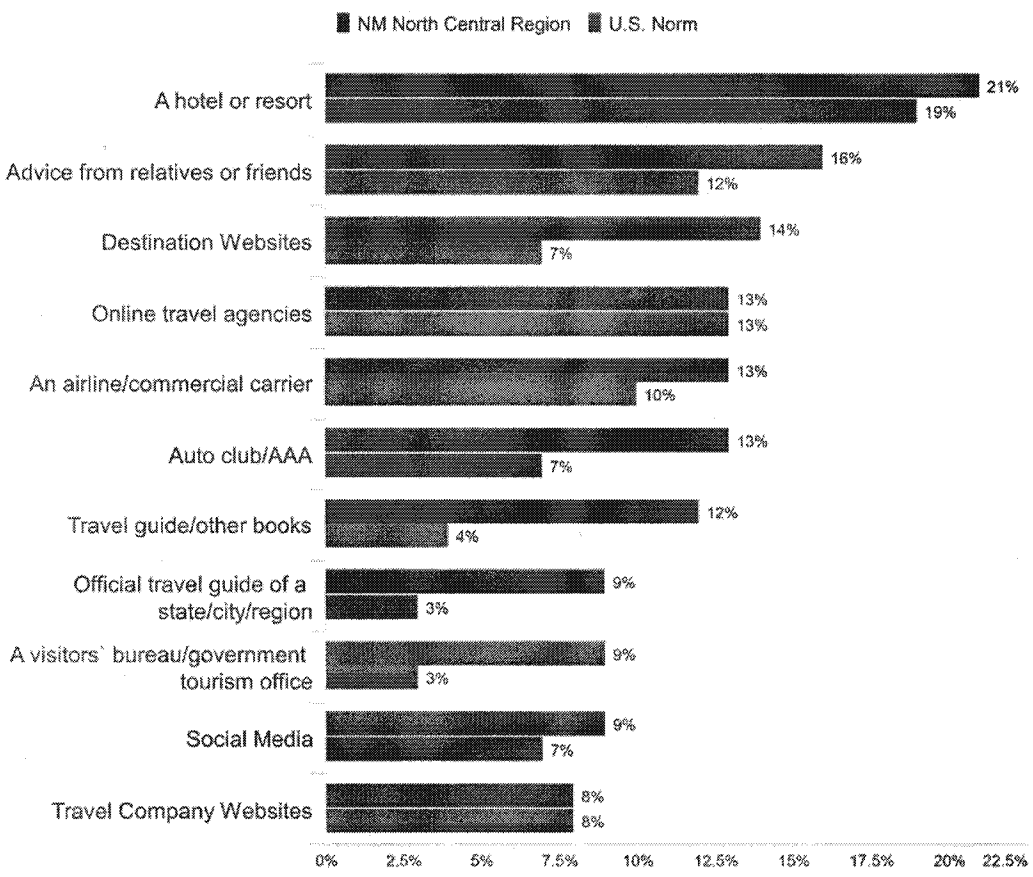
NM North Central Region: Pre-Trip

Base: 2018/2019 Overnight Person-Trips

Trip Planning Information Sources



Length of Trip Planning

	NM North Central Region	U.S. Norm
More than 1 year in advance	5%	4%
6-12 months	19%	14%
3-5 months	24%	18%
2 months	17%	17%
1 month or less	27%	33%
Did not plan anything in advance	8%	14%

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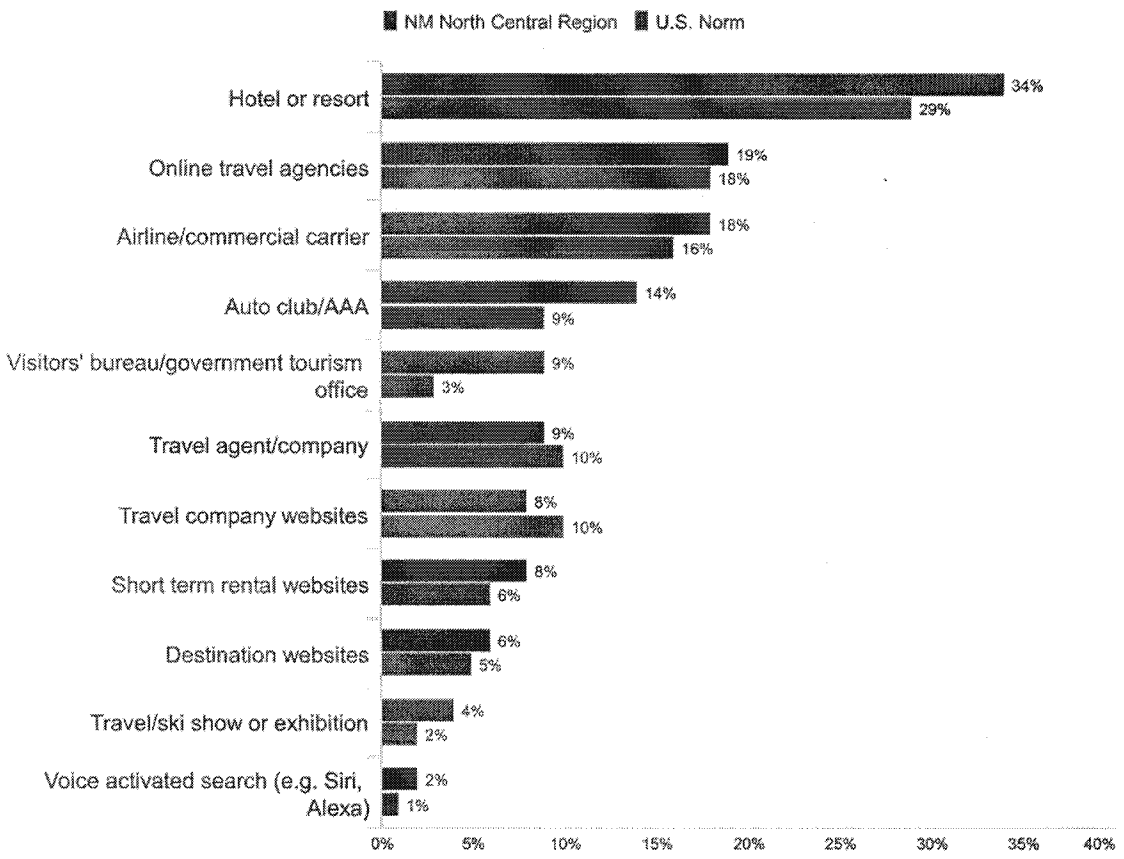
NM North Central Region's Overnight Trip Characteristics

Base: 2018/2019 Overnight Person-Trips

Method of Booking



Accommodations

	NM North Central Region	U.S. Norm
Other hotel	25%	22%
Motel	24%	16%
Resort hotel	24%	23%
Home of friends or relatives	16%	22%
Bed & breakfast	10%	5%
Campground / trailer park / RV park	9%	4%
Country inn/lodge	7%	3%

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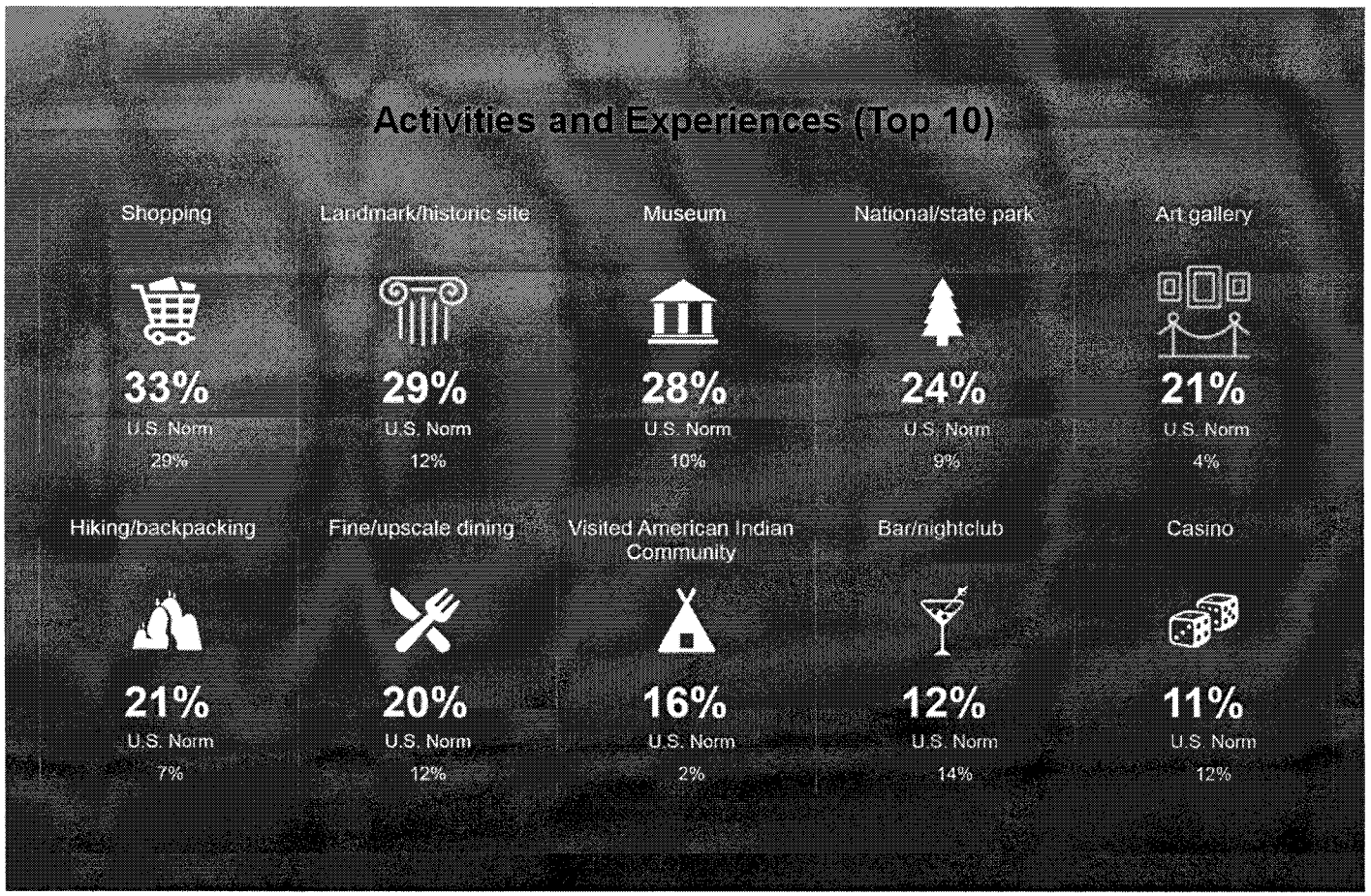
NM North Central Region: During Trip

Base: 2018/2019 Overnight Person Trips



Activities of Special Interest (Top 5)

NM North Central Region

Historic places	44%
Cultural activities/Attractions	36%
Exceptional Culinary Experiences	18%
Brewery Tours/Beer Tasting	10%
Winery Tours/Tasting	9%

Activities of Special Interest (Top 5)

U.S. Norm

Historic places	21%
Cultural activities/Attractions	17%
Exceptional Culinary Experiences	11%
Brewery Tours/Beer Tasting	7%
Winery Tours/Tasting	6%

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NM North Central Region: During Trip

(Base: 2018/2019 Overnight Person Trips)

% Very Satisfied with Trip

Overall trip experience	71%
Quality of food	66%
Friendliness of people	65%
Sightseeing and attractions	65%
Safety and Security	63%
Cleanliness	60%
Quality of accommodations	59%
Value for money	50%
Music/nightlife/entertainment	42%

Past Visitation to NM North Central Region

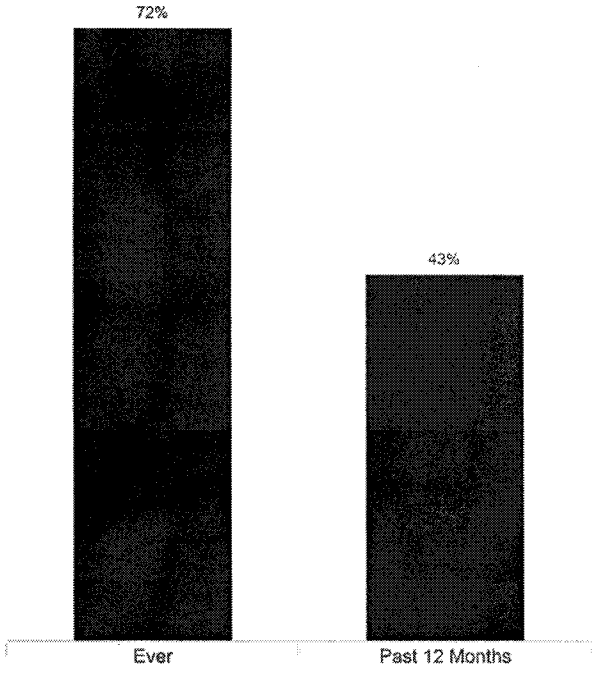

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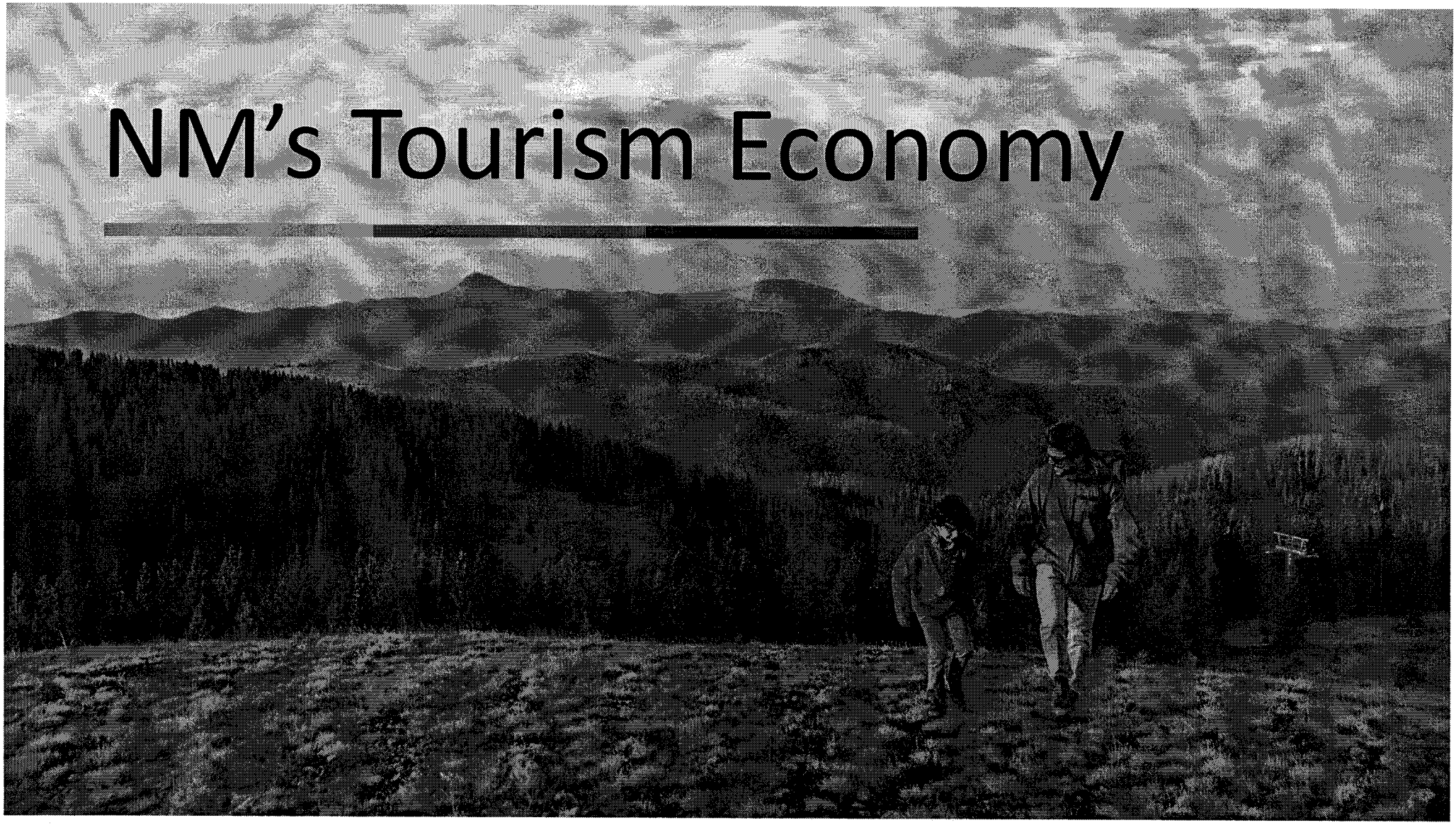
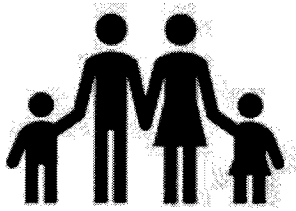
Exhibit 2

NM's Tourism Economy



Tourism Economy



Family of 4

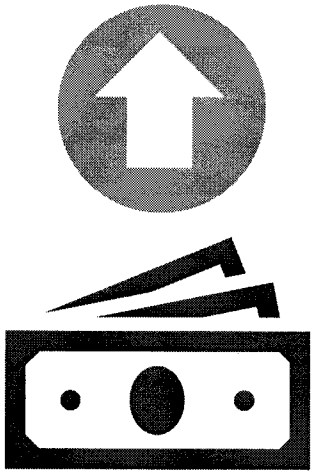
Lodging	$200
Food	$280
Entertainment & Attractions	$180
Shopping	$230
Incidentals	$180
Total spend in NM	$1,000

- ***Jobs*** for NM residents
- ***Offsets tax burden*** for NM household by $868

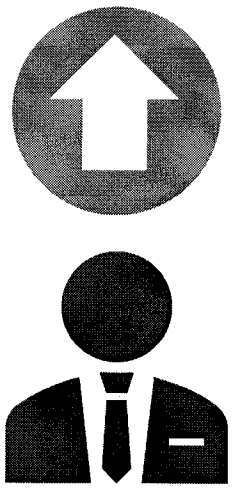
Weekend in NM

Total spend during trip to NM

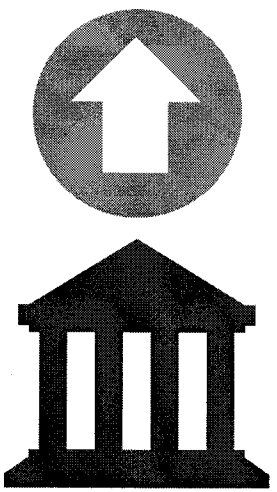
2018 Economic Impact



Visitor Spending
$7.1 billion



Impact on Employment
8.5% of all NM jobs



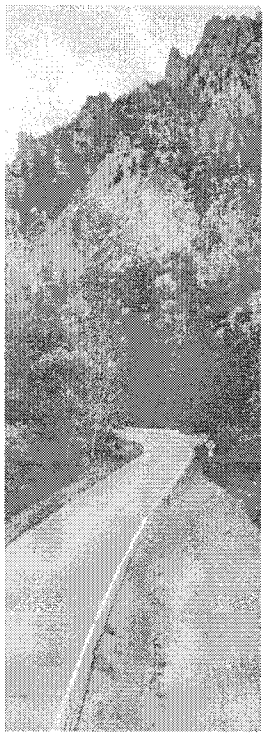
State & Local Taxes
$694 million

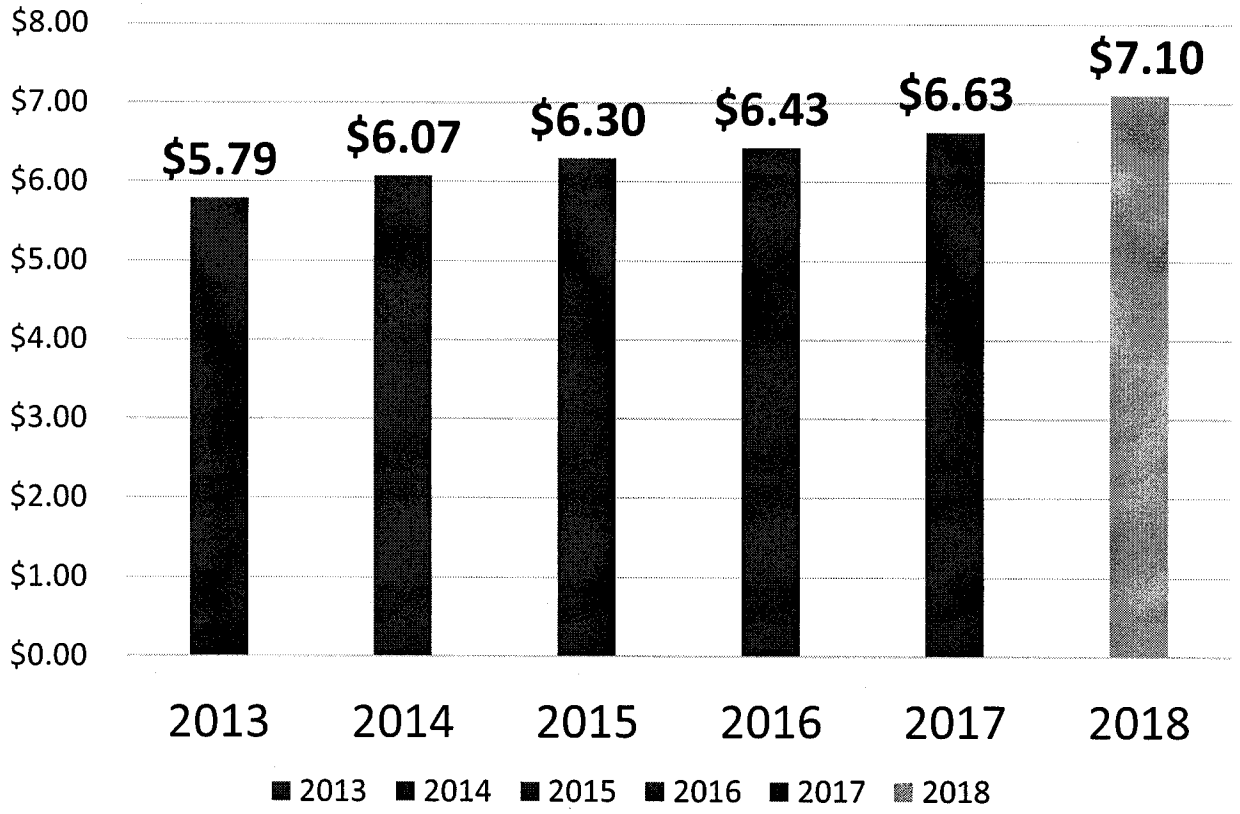
Source: Tourism Economics

Visitor Spending (billions)

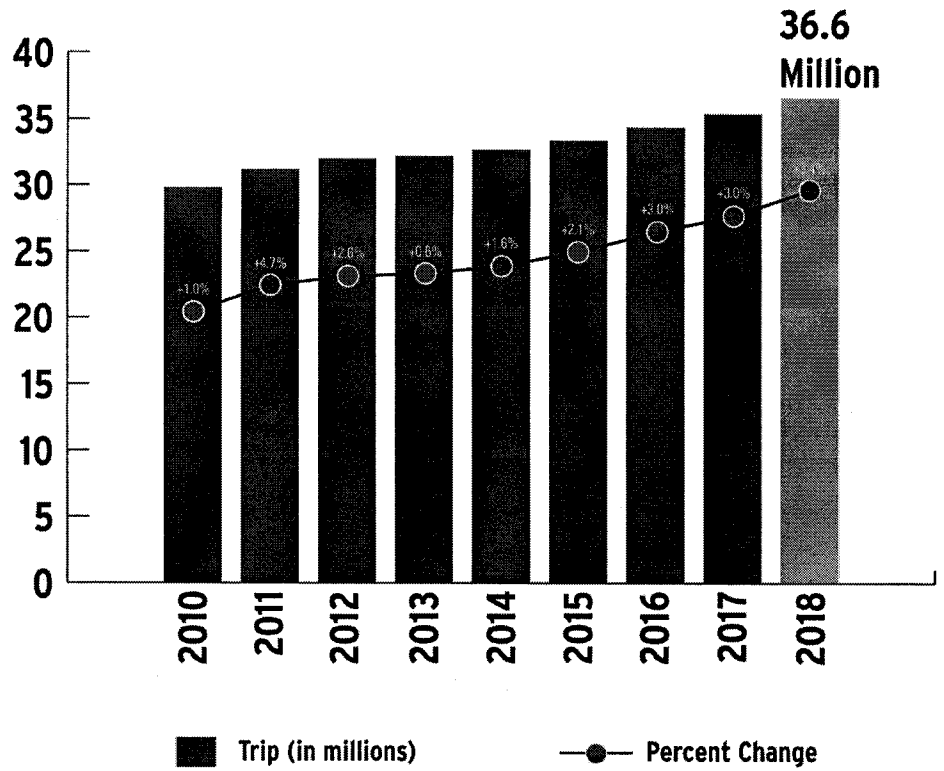
Nearly 23% growth since 2013

Source: Tourism Economics





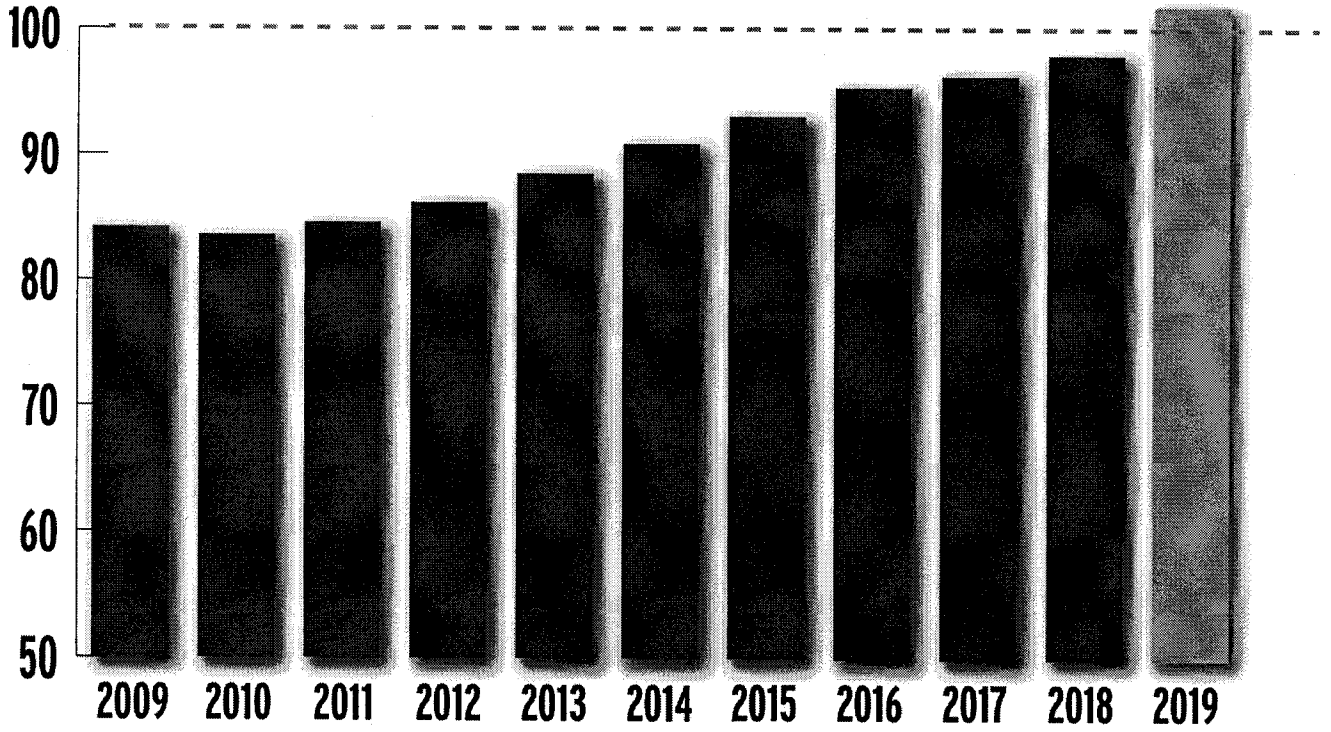
Record-Breaking Visitation (millions)



NM outperforms US Average by 79% in 2018

Source: Longwoods International

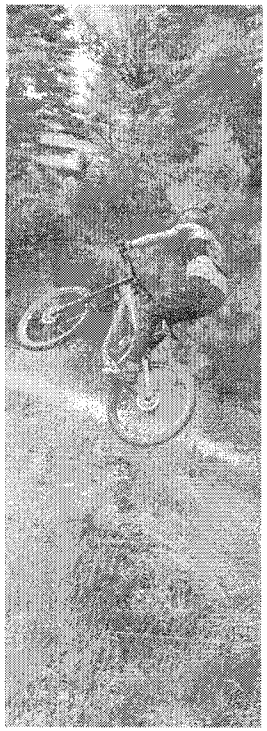
Statewide Employment

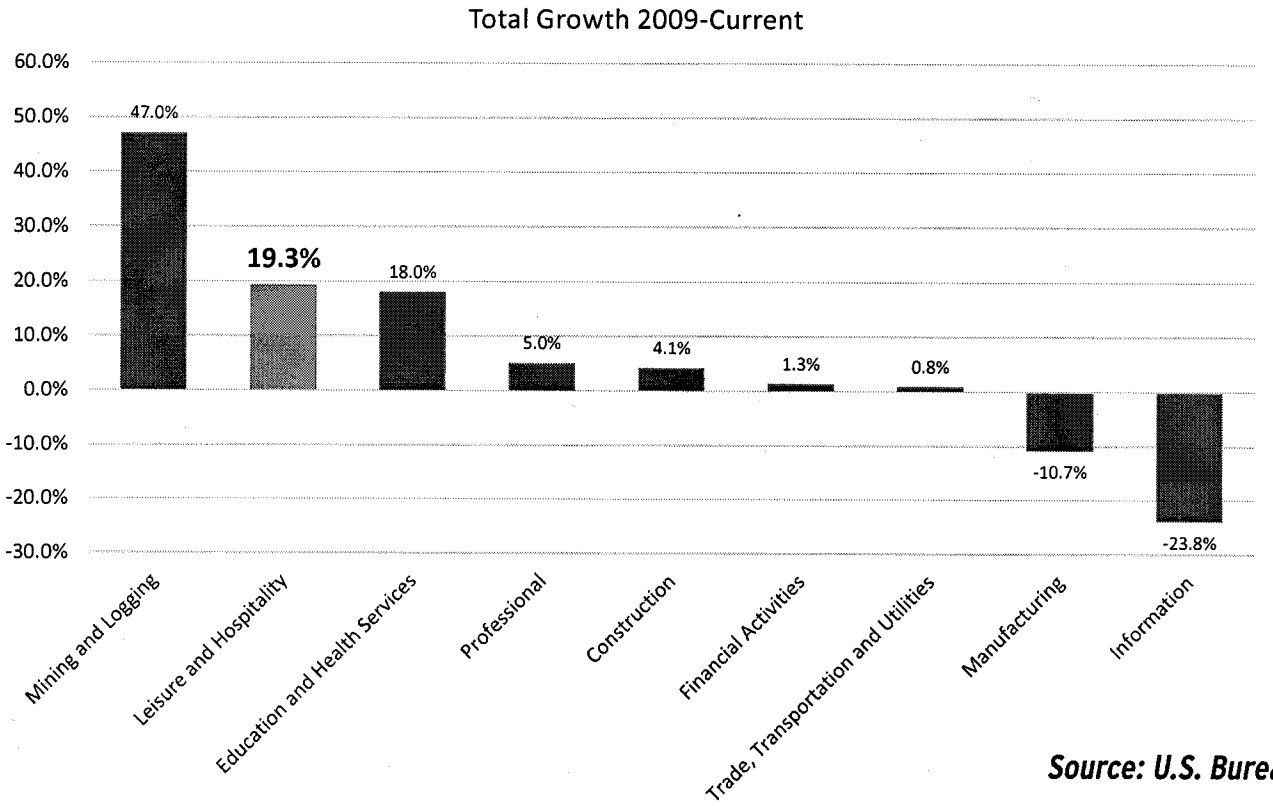


*2019 average: Jan - Sept

Source: U.S. Bureau of Labor Statistics

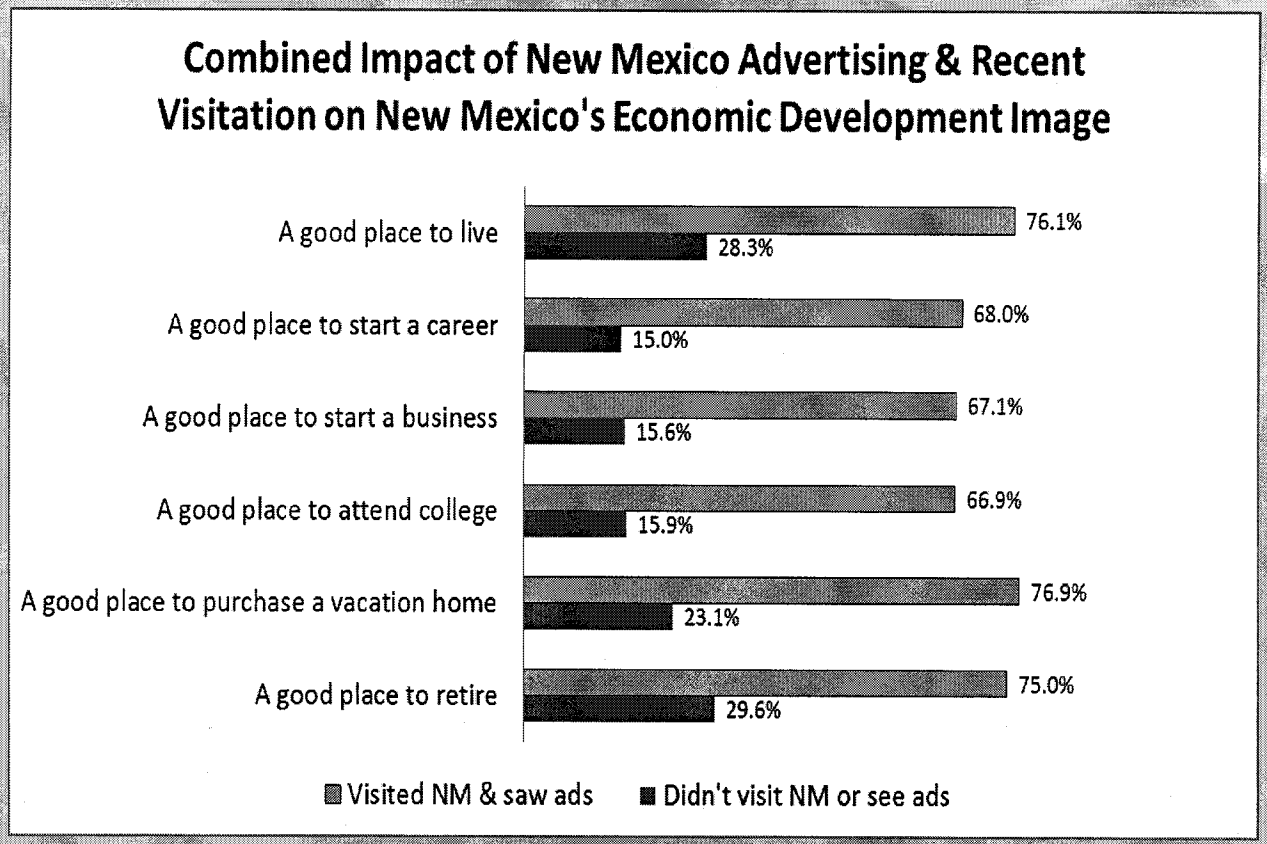
New Mexico Job Growth by Industry





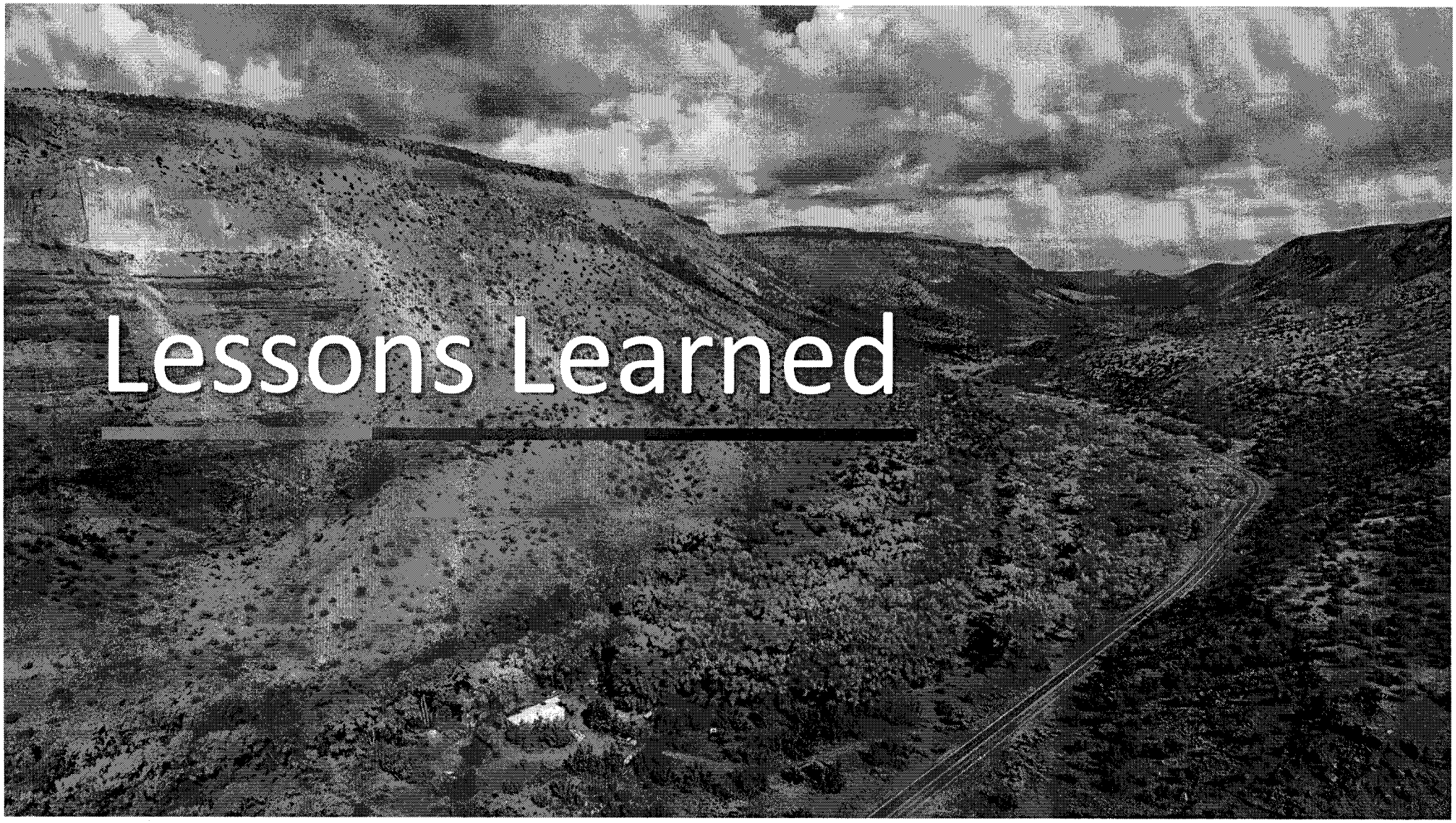
Source: U.S. Bureau of Labor Statistics

NM True Brand - Halo Effect



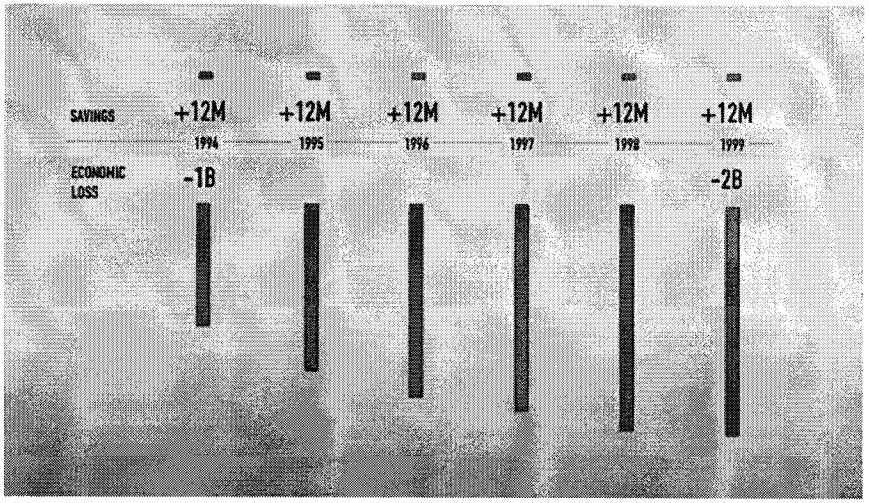
Source: Longwoods International 2015 ROI study

A Tourism Rebound is
New Mexico's Recovery


Lessons Learned

Colorado Tourism Case Study

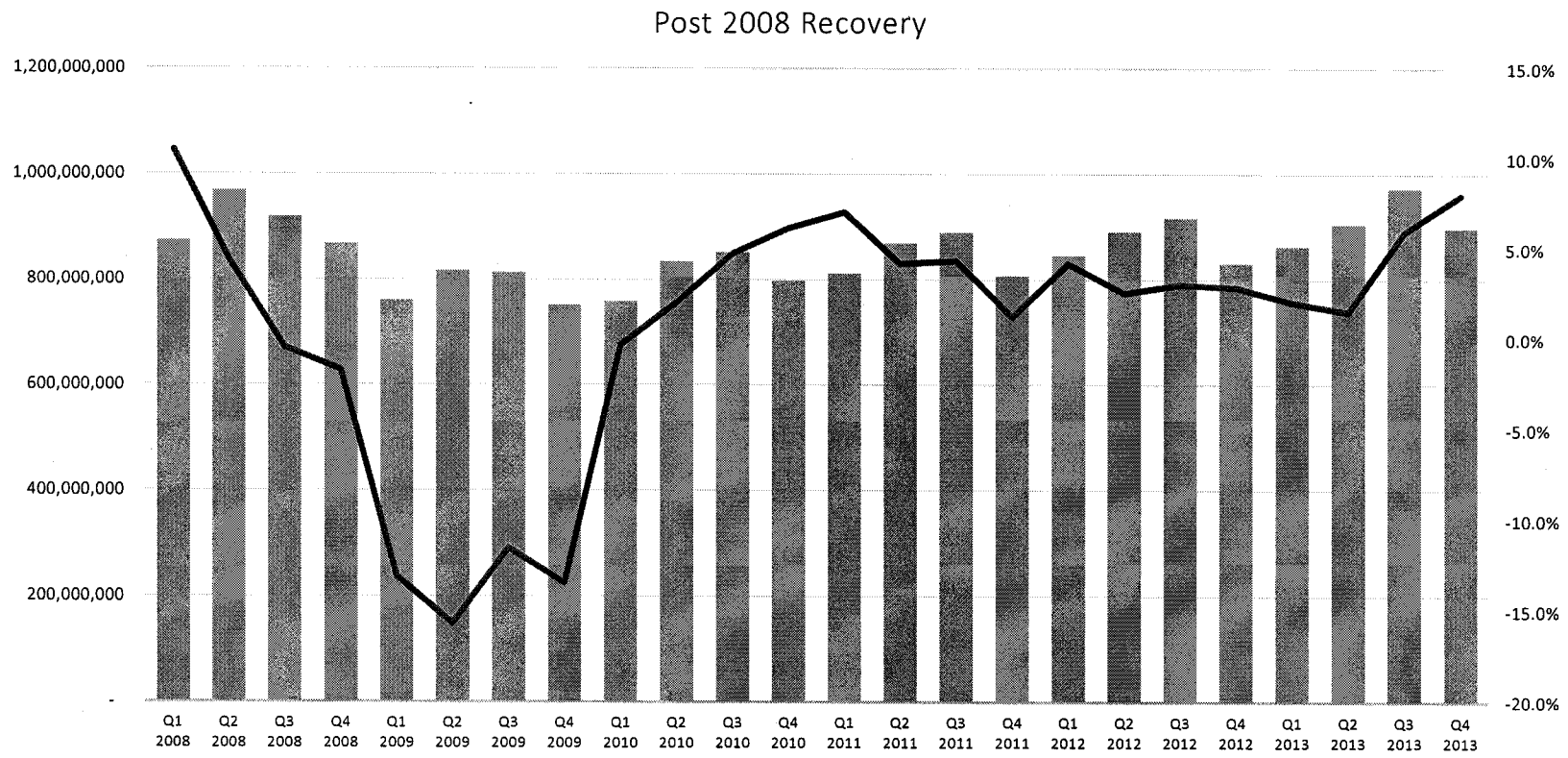
- Legislature cut $12M annual budget in 1993
- The NEXT YEAR, they went from #1 summer resort destination to #17, and saw their tourism economy **shrink by $1B**
- Year over year declines meant a **$76M "savings" = >$10B in economic losses**
- Because competitive destinations gained as Colorado slipped, It took TWO DECADES to regain market share. **Colorado has never returned to #1**

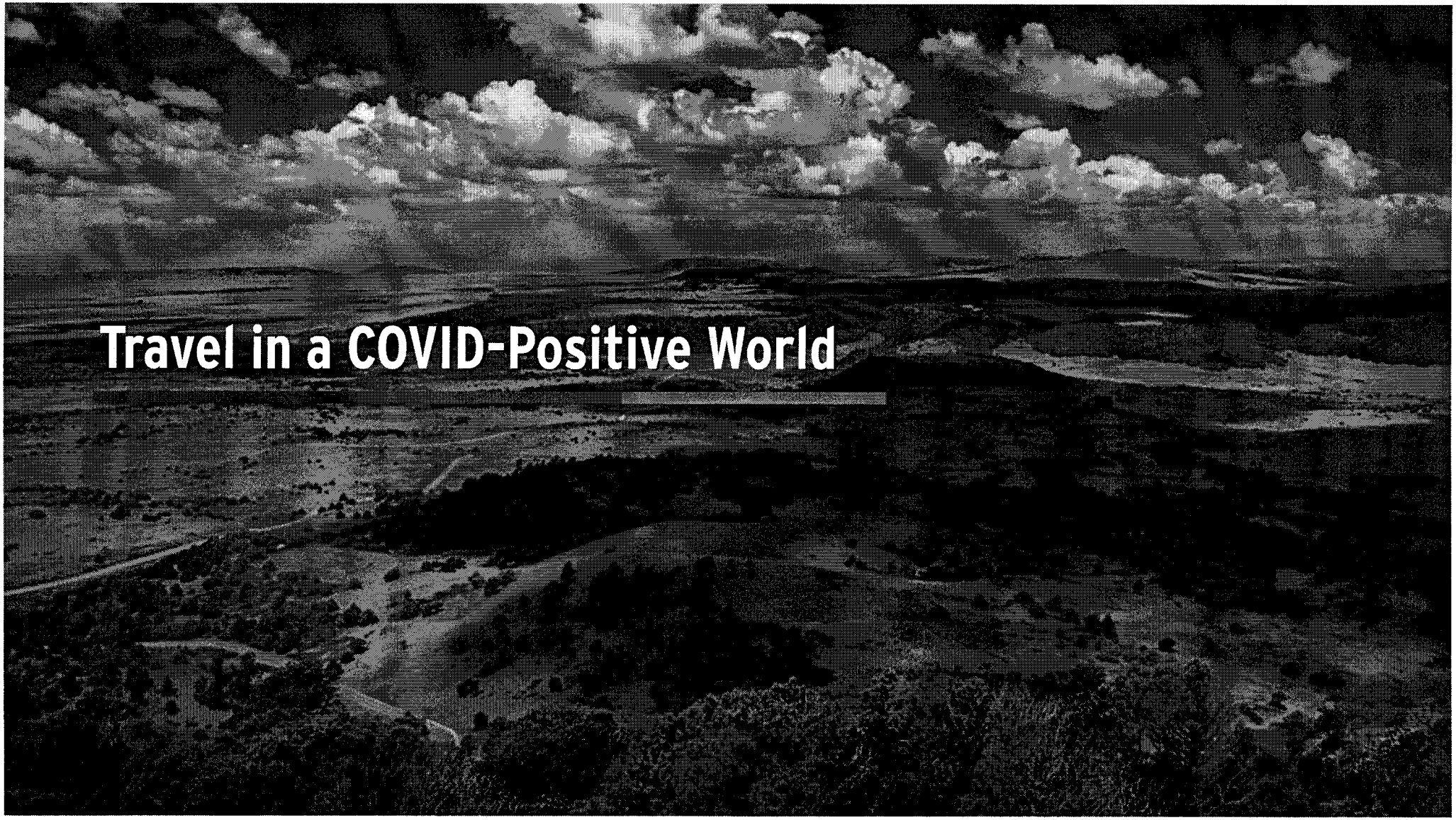


KEY TAKEAWAY: Reducing tourism investment will result in compounding annual losses for New Mexico's economy

Source: Longwoods Int'l

NM Tourism Recession Modeling

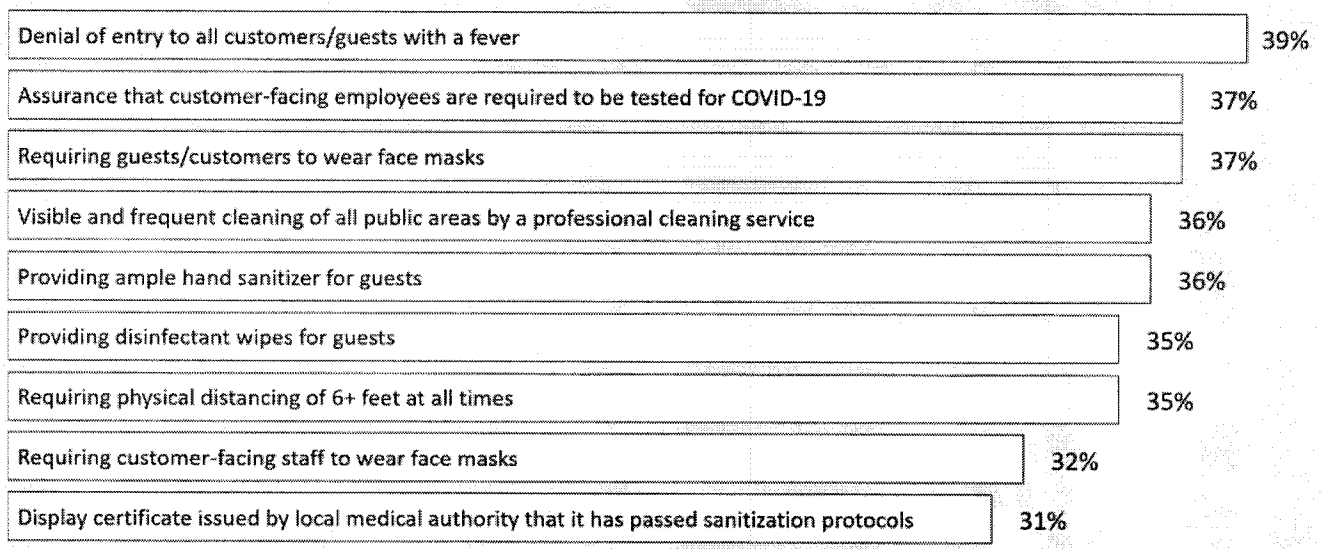



Travel in a COVID-Positive World

Perceptions of Safety - Hotels

HOTELS NEED TO DO THIS

Percent of hotel guests who say this precaution would have a "top five" positive impact

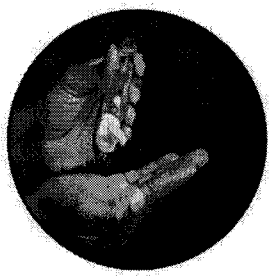


n=301, Back to Normal Barometer – May 6, 2020

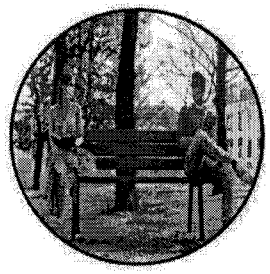
Traveler's Perspective

Which of These Will You Be Likely to Do on Your Next Trip?

(% of travelers selecting any of the following)



Carry hand sanitizer (65.5%)



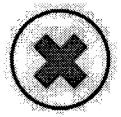
Follow social distancing guidelines (64.4%)

Avoid crowds (58.5%)

Wear a face mask (57.3%)

Only eat restaurant take-out (28.3%)

Wear gloves (22.8%)



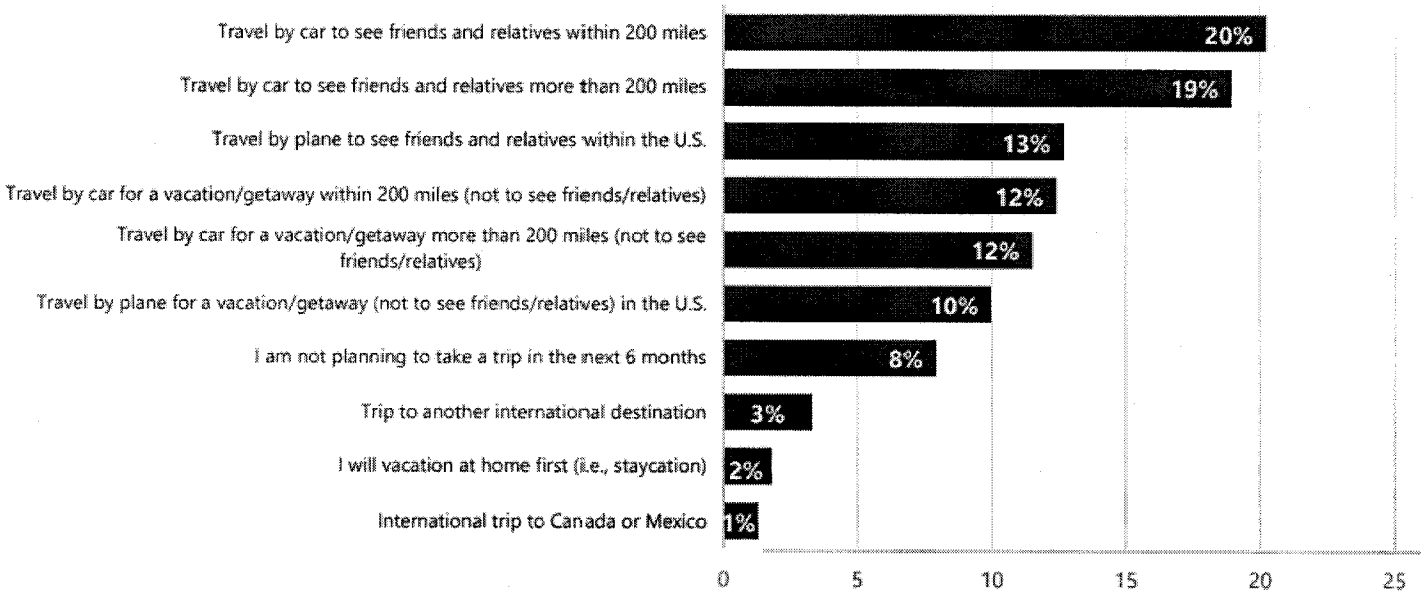
None of these (5.7%)

Destination Analysts

Consumer Insights

IMPACT ON TRAVEL PLANS

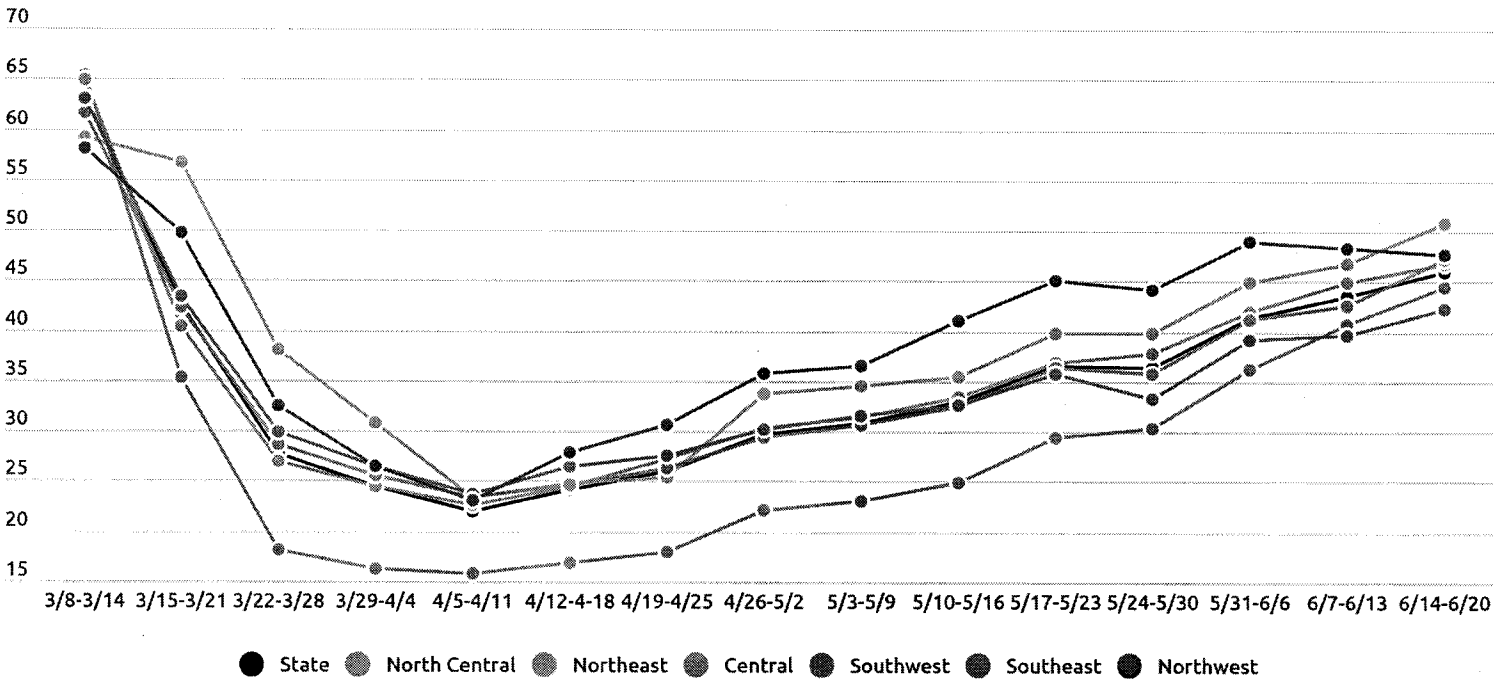
First Trip Travelers Plan to Take in the Next Six Months



Travel Sentiment Study Wave 8

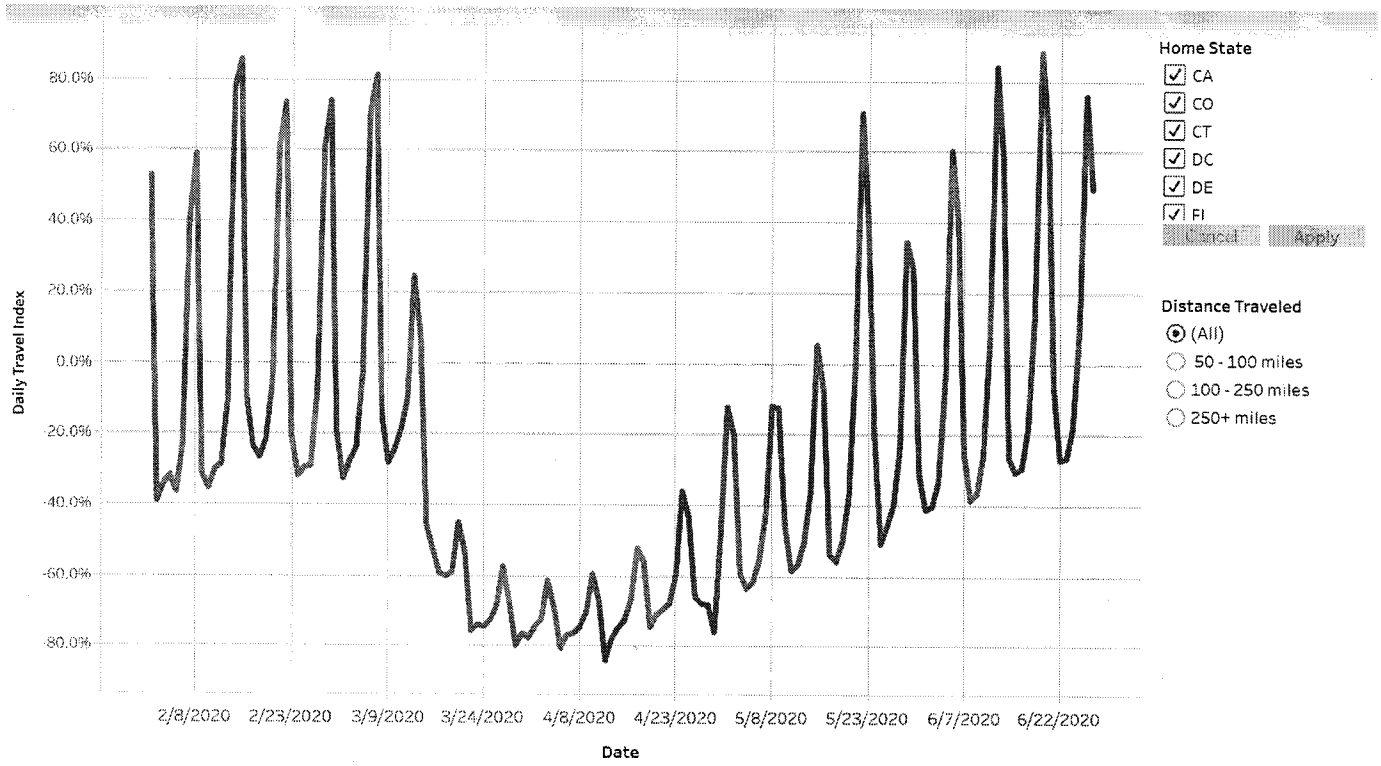
Longwoods INTERNATIONAL | mile PARTNERS

New Mexico Occupancy Rates



Source: Smith Travel Research

Arrivalist Daily National Travel Index



Disciplined Approach Forward

- Public health led
- Community safety first
- Data driven approach
- Private / Public collaboration

NM SAFE
PROMISE
Make the promise at NMSafePromise.org

Looking Forward: NM's Competitive Advantage

The Facts

TOURISM INDUSTRY REALITIES

- FLY TRIPS OBLITERATED & LIKELY SLOW TO REBOUND
- INTERNATIONAL VISITATION TO US CEASED DUE TO RESTRICTIONS (80MM/yr)
- OUTBOUND INTERNATIONAL TRIPS BY AMERICANS (93MM/yr) WILL BE LIKELY BE LAST TO RECOVER
- SOCIAL DISTANCING AND NEW HEALTH GUIDELINES FAVOR OPEN SPACES AND LOWER POPULATION DENSITY
- VARIABLE HANDLING OF REOPENING ECONOMIES FROM STATE TO STATE

NM TOURISM VS. COMPETITIVE SET

- LOW % OF OVERALL TRIPS FROM FLY
- LOW % OF TRIPS FROM INTERNATIONAL VISITORS
- RICH CULTURAL EXPERIENCES AKIN TO FOREIGN TRAVEL
- STRENGTH OF OUTDOOR RECREATION AND WIDE-OPEN SPACES
- UNCROWDED ATTRACTIONS (NATIONAL PARKS, SKI AREAS)
- NM REGARDED FAVORABLY IN HANDLING OF COVID CRISIS

New Mexico vs. Competitive Set

Transportation	New Mexico	US	AZ	UT	CO
Drive	80%	77%	70%	79%	71%
Fly	20%	23%	30%	21%	29%

Source: Longwoods International

New Mexico vs. Competitive Set

Activity/Interest	New Mexico	US	AZ	UT	CO
Hiking/Backpacking	14%	7%	16%	24%	22%
National/state park	22%	10%	17%	23%	20%
Nat. Am. Community	11%	4%	6%	2%	2%
Landmark/historic site	21%	12%	16%	19%	16%
Museum	18%	10%	12%	10%	11%
Art Gallery	11%	4%	6%	4%	5%
Breweries	10%	7%	6%	4%	11%

Source: Longwoods International

The Future: Strategic Hypothesis

DISPROPORTIONATE DAMAGE

- Disproportionate impact of international visitation declines
- Bigger negative impact to those more dependent on fly market visitors
- Likely declines in advertising spending due to dependency on lodgers' tax at the state level

LEVERAGE OF STRENGTHS

- Rich cultural experiences well suited to source share of trips from Venturesome Travelers who would have made trips abroad
- Outdoor recreation and uncrowded environs poised to source share from more crowded destinations (i.e. Grand Canyon)
- NM's adept handling of COVID crisis as competitive advantage to earn travelers' confidence

A Tourism Rebound is
New Mexico's Recovery

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 07/01/2020
FOR CITY COUNCIL MEETING OF 07/29/2020

ISSUE:
Consideration of Bill No. 2020-__: An Ordinance Amending Section 14-11.4 Of The Land Development Code To Adopt Civil Penalty Provisions, A Civil Fine Schedule, And Civil Citation Procedures For Land Use Code Enforcement Actions; And To Permit The Land Use Director To Order A One-Year Waiting Period For Application For Short-Term Rental Permit By A Person Who Has Violated The Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987. (Mayor Webber, Councilors Lindell, Romero-Wirth, Villarreal) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830) (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Committee Review: Planning Commission (postponed): 6/18/20
Public Works and Utilities Committee (scheduled): 7/6/20
City Council (request to publish) (scheduled): 7/8/20
Finance Committee (scheduled): 7/13/20
City Council (public hearing) (scheduled): 8/12/20

QUALITY OF LIFE COMMITTEE ACTION: Approved (removed from consent by Councilors Garcia and Rivera)

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee (scheduled): 7/6/20
City Council (request to publish) (scheduled): 7/8/20
Finance Committee (scheduled): 7/13/20

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

memo

Date: June 22, 2020

To: Members of the Quality of Life Committee, Public Works and Utilities Committee, Finance Committee, and Governing Body

From: Members of the Planning Commission

Via: Sally A. Paez, Assistant City Attorney

Subject: Proposed Amendments to Short-term Rental Ordinance and Land Use Code Enforcement Ordinance

---

On Thursday, June 18, 2020, the Planning Commission held a public hearing on proposed amendments to the Short-term Rental (STR) Ordinance, Santa Fe City Code (SFCC) Section 14-6.2(A)(5)-(6), (8); and the Land Use Code Enforcement Ordinance, SFCC Section 14-11.4. Under the SFCC, proposed amendments to the text of Chapter 14 must be submitted to the Commission for review and recommendation at a public hearing, and the Governing Body must review the Commission's recommendations and any public comments received prior to taking final action on the legislation. SFCC § 14-3.3(A)(4).

The Planning Commission received a large volume of public comment on these proposals. Staff distributed written public comments from twenty-four 24 people to the Commission, including many comments received after the formal deadline. Additionally, twenty-nine (29) members of the public spoke at the public hearing.

The Planning Commission discussed the draft legislation at length but ultimately postponed a decision on a recommendation due to the extent of the proposed substantive changes and the high volume of public comment received. The Commission will finalize its recommendation at its July 16, 2020 meeting and will consider additional written public comments received by July 9, 2020. The Commission does not plan to accept additional live comment at the July 16, 2020 hearing.

Meanwhile, the Planning Commission understands that other City committees will be considering the proposed legislation at upcoming meetings. The

Commission offers the following input and suggestions made by individual Commissioners at the June 18, 2020 meeting for consideration by these other committees. These suggestions refer to the page and line numbers of the draft Short-term Rental legislation considered at the June 18, 2020 hearing.

- **Global:** The draft legislation would remove the current distinction between STR units on residentially zoned property, which are subject to the permit limits, and STR units on non-residentially zoned property (including the Business Capital District, "BCD") and resort property, which must be registered but are not subject to the permit limits. Suggest that this aspect of the proposal warrants further consideration and should perhaps be withdrawn.
- **Page 4, lines 19-21**: This provision states that one purpose of the legislation is to prevent the reduction of long-term housing availability. Suggest further review of whether the assumptions underlying this provision are accurate, perhaps through further consultation with Alexandra Ladd.
- **Page 5, line 25, to page 6, line 1:** This provision states that the land use director shall issue permits only to "natural persons." Suggest clarifying that although a permit must be held in the name of a natural person, the subject property can be owned by a legal or business entity, such as a trust or LLC. For example, suggest adding language as follows: "If the subject property is owned by a legal or business entity, the permit must be held in the name of any person with legal authority to act on behalf of that entity. The fact that a permit must be issued to a natural person does not mean that the property cannot be titled in such entities as a revocable trust, an LLC, or a corporation."
- **Page 6, lines 6-11:** This provision states that a permit is not transferrable. Suggest considering whether there should be exceptions to this rule. For example, suggest adding the following language: "A transfer that does not result in new ownership of the property, such as a transfer to the owner's revocable trust for estate planning purposes or a transfer to an LLC where there is no change in the ownership interest in the property, is not considered a transfer for purposes of this subparagraph."
- **Page 7, lines 3-5:** This provision states that an STR unit cannot be rented more than once in a 7-day period. Suggest further consideration of whether this applies to an STR unit on non-residentially zoned property.
- **Page 12, lines 5-10:** This provision states that a permit shall not be issued for a new STR unit on residentially zoned property if there is already a permitted STR unit within 75'. Suggest the following: (1) consider whether this rule is appropriate for all parts of the city, or whether there should be a different rule (perhaps no proximity limitation) in areas or council districts where there is not a problem with STR density; (2) suggest further review of whether 75' is the appropriate radius; and (3) suggest further review of whether the 75' radius should be measured from the applicant's property boundary (as set forth in the draft) or whether it

should be measured from the center of the parcel, as determined by the city's GIS program (which was used when analyzing the effect of this provision).

- **Page 17, pages 6-11:** Suggest revising the "grandfather" provision to clarify that an STR with an existing registration shall be considered to have a valid permit under the new regulations and that the permit may be timely renewed as long as it is not revoked due to non-compliance.

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: July 9, 2020

TO: Planning Commission, Quality of Life Committee, Public Utilities/Public Works Committee, and Governing Body

From: Elias Isaacson, Planning & Land Use Director

ISSUE:

This proposal includes amendments to Section 14-11.4 SFCC 1987 of the Land Use Code. The proposed amendments aim to improve administration and enforcement of the City's Short-Term Rental (STR) program and to create a system for imposing civil penalties on owners that operate STR units without proper authorization from the Land Use Department. The legislative sponsors of these amendments include Mayor Webber and Councilors Lindell, Romero-Wirth, and Villarreal. Under Section 14-3.3(A)(4), all amendments to the Land Use Code require a public hearing, review, and recommendation from the Planning Commission prior to consideration by the Governing Body.

(Elias Isaacson Planning and Land Use Director, esisaacson@santafenm.gov, 955-6370; and Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

EXECUTIVE SUMMARY:

Amendments to Section 14-11.4 SFCC 1987 include provisions for adopting civil penalties, a civil fine schedule, and civil citation procedures for Land Use Code enforcement actions. The amended ordinance would also clarify the circumstances under which the Land Use Director may revoke permits, including short-term rental permits, and would permit the Land Use Director to order a one-year waiting period for application for a short-term rental permit by a person who has violated the Short-Term Rental Ordinance

Section 14-3.3, "Amendments to Text of Chapter 14," outlines the process for amending the text of the Land Use Code. To make a positive recommendation to the Governing Body, the Planning Commission must find that a

text amendment meets the six criteria set forth in Section 14-3.3(B). The criteria are set forth below, followed by the Land Use Director's assessment of each.

(1) compliance with law;

The proposed amendments comply with municipal, state, and federal law concerning the regulation of short-term rentals.

(2) consistency with the general plan;

Although the General Plan does not speak directly to the regulation of short-term rental units, the proposed amendments will further many of the themes and policies set forth in the General Plan, including enhancing the quality of life for residents; fostering economic diversity; maintaining Santa Fe's unique personality, sense of place and character; and preserving an community-oriented downtown.

(3) consistency with other policies adopted by the governing body;

The policy objectives behind the proposed amendments are consistent with other policies adopted by the Governing Body and are described on the **attached chart**, which summarizes the sponsors' policy objectives and regulatory strategies.

(4) consistency with the purpose and intent of Chapter 14 and of the section being amended;

The proposed amendments are consistent with the general purposes of the Land Use Code, as set forth in SFCC Section 14-1.3, because they are intended to promote the health, safety, order, convenience, prosperity, and general welfare of the residents of Santa Fe.

(5) consideration of how the amendment relates to other provisions of the Santa Fe City Code and the avoidance of unintended consequences; and

The proposed amendments to the Short-Term Rental Ordinance and the Land Use Code Enforcement Ordinance are intended to work in concert and with other provisions of the Santa Fe City Code, including the provisions governing business licenses and the collection of lodgers' tax.

(6) consistency with any approved neighborhood conservation overlay districts.

The amendments are consistent with the regulations that apply in the City's overlay districts.

RECOMMENDATION:

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

Staff recommends that the Planning Commission recommend approval to the Governing Body of the proposed ordinance amendments that would amend Section 14-11.4 SFCC 1987 by adopting civil penalty provisions, a civil fine schedule, and civil citation procedures for Land Use Code enforcement actions.

ATTACHMENTS:

1. Amendment from Councilor Garcia
2. Proposed Text Amendments
3. FIR

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2020-17
Chapter 14 Civil Penalties

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2020-17:

1. On page 6, line 21 ***insert*** the following new Section:
"**Section 2. Effective Date.** This ordinance shall take effect thirty (30) days after adoption by the governing body."

Respectfully submitted,

Michael Garcia, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

Yolanda Y. Vigil, City Clerk

10194.1(A)

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-17

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe I. Lindell

Councilor Carol Romero-Wirth

Councilor Renee Villarreal

AN ORDINANCE

AMENDING SECTION 14-11.4 OF THE LAND DEVELOPMENT CODE TO ADOPT CIVIL PENALTY PROVISIONS, A CIVIL FINE SCHEDULE, AND CIVIL CITATION PROCEDURES FOR LAND USE CODE ENFORCEMENT ACTIONS; AND TO PERMIT THE LAND USE DIRCTOR TO ORDER A ONE-YEAR WAITING PERIOD FOR APPLICATION FOR SHORT-TERM RENTAL PERMIT BY A PERSON WHO HAS VIOLATED THE SHORT-TERM RENTAL ORDINANCE, SECTION 14-6.2(A)(5) SFCC 1987.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 14-11.4 of the Land Development Code (being Ord. No. 2011-37, § 14, as amended) is amended to read:

14-11 ENFORCEMENT

14-11.4 REMEDIES AND PENALTIES

(A) **Remedies**

(1) If a *structure* is erected, constructed, reconstructed, *altered*, repaired,

converted, or maintained in violation of Chapter 14; or a *structure* or *property* is used in violation of Chapter 14; or if any other violation of this chapter occurs, the *governing body*, *city* attorney, enforcement officer, or other proper *city* official may institute appropriate actions or proceedings to prevent, restrain, correct, or abate such violation or to mandate compliance.

(2) The *land use director* may:

(a) withhold or revoke permits that the director is authorized to issue, including construction *permits* and short-term rental permits, if the applicant or permittee has violated a regulation relating to the granting of the permit, or if in the judgment of the land use director the public welfare requires that the permit be revoked or withheld;

(b) withhold or revoke *certificates of occupancy*;

(c) withhold the recording of *plats* or *development* plans;

(d) order discontinuance of illegal use of land or *structures*;

(e) order discontinuance of any illegal work being done;

(f) order removal of illegal *structures* or *alterations*; [and]

(g) order that any land or *structure* modified in violation of this Chapter be restored to compliance; or

(h) order a one (1)-year waiting period for *application* for a short-term rental *permit* by a person who has operated a *short-term rental unit* in violation of the short-term rental ordinance, subsection 14-6.2(A)(5), or has failed to pay or report taxes on the *short-term rental unit* as required by law.

(3) The *land use director* may use one or more of the remedies and penalties provided in this Article 14-11 without limiting the authority of the *land use director* or other officials to take other enforcement actions provided in this Code,

including the suspension or revocation of a *permit* by the *building official* pursuant to Chapter 7 Building and Housing, or [to pursue] the pursuit of other legal remedies.

(B) **Fines, Imprisonment**

Violations of Chapter 14 or of terms of approvals made pursuant to this chapter may be punished as provided in [Article~~§~~ection 1-3 SFCC 1987 (General Penalty) [~~of~~ the Santa Fe City Code].

(C) **Civil Penalties**

(1) Assessment of Civil Fines. In addition to other penalties or remedies, the *land use director* may assess a [penalty fee may be assessed for construction with proper *permit* approvals in accordance with a schedule adopted by resolution of *governing body*] civil fine for any of the following:

(a) violation of any provision of Chapter 14;

(b) construction or other *development* without a required *permit*;

(c) rental of a *short-term rental unit* without a *permit* or registration;

(d) misrepresentation of fact on an application submitted to the *land use department*; or

(e) failure to pay or report fees or taxes owed.

(2) Civil Fine Schedule. Each act subject to a civil fine constitutes a separate civil violation. For violations that can be remedied within one day, each day after receipt of notice of violation constitutes a separate civil violation. A civil violation shall subject the applicant, permittee, *owner*, operator of a *short-term rental unit*, and/or tenant, as applicable, to the following civil fines for violations during any consecutive thirty-six (36)-month period:

(a) a civil fine of one hundred dollars ($100.00) for the first

offense;

(b) a civil fine of two hundred and fifty dollars ($250.00) for the second offense; and

(c) a civil fine of five hundred dollars ($500.00) for the third and subsequent offenses.

(3) Civil Citation. If the *land use director* determines that a civil penalty should be assessed, the land use department shall issue a written civil citation.

(a) Delivery. The civil citation shall be posted on the *property* in a conspicuous place; delivered in person; or mailed by certified mail, return receipt requested, to the last-known address of the *applicant*, permittee, *owner*, operator of a *short-term rental unit*, and/or tenant, as applicable.

(b) Form and Contents. The civil citation shall contain the following information:

(i) the address where the violation occurred;

(ii) a description of the specific violation;

(iii) a statement of whether this is the first, second, or third or subsequent offense;

(iv) instructions for submitting payment of the civil fine;

(v) a statement that within fifteen (15) days of issuance of the civil citation the cited person must either pay the civil fine or submit a written request for hearing;

(vi) the name and phone number of the *city* employee from whom the person cited may obtain further information or submit a request for hearing; and

(vii) a copy of this subsection 14-11.4.

(4) Administrative Hearing.

(a) Request for Hearing. A person who is issued a civil citation may request an administrative appeal hearing before a hearing officer, who shall be appointed by the city manager. A request for hearing must be made in writing and must be submitted to the *land use director* within fifteen (15) days of the date that the civil citation was posted, delivered, or mailed.

(b) Deposit Pending Appeal. An amount equal to the civil fine assessed must accompany a request for hearing. The *city* shall hold the payment as a deposit until the hearing officer makes a decision. The hearing officer shall schedule a hearing within thirty (30) days of the request for hearing. If the hearing officer upholds the civil citation, the *city* shall apply the deposit toward the civil citation. If the hearing officer decides in favor of the requestor, the *city* shall return the deposit to the requestor.

(5) Appeal to District Court. If the hearing officer denies an appeal, the appealing party may file an appeal in the first judicial district court under Rule 1-074 NMRA. If the court rules in favor of the appealing party, the *city* shall dismiss the civil citation and return the deposit to the requester.

(6) Revenue. The revenue generated through civil fines shall be retained by the land use department and shall be used exclusively for enforcement of the land use code.

(D) **Revocation of Approvals**

Land use and *development* approvals, [~~such as~~] including but not limited to special use *permits*, *development* plan approvals, variances, design approvals by the HDRB [~~or BCDDRC and~~], construction *permits*, or short-term rental permits, may be revoked by whichever body or official approved them, upon determining that there exists a substantial,

continuing, or recurring violation of any of the conditions of approval or other provisions of this Code and that revocation is an appropriate remedy given the nature of the violation.

(1) The procedure to revoke an approval shall be similar to the procedure for its issuance.

(a) For an approval that was granted by a *land use board* or the *governing body*, a public hearing shall be required at the same body to consider revocation. The *land use director* shall provide public notice of the revocation hearing by publication of the meeting agenda and/or a public hearing notice and by posting the *property* as required for the approval hearing. The *land use director* shall also provide notice fifteen (15) days prior to the hearing by certified mail with return receipt requested to the permittee and to any *person* who has filed a written complaint concerning the violation.

(b) The *land use director* or other administrative official may revoke an approval that he or she has granted upon written notice delivered to the permittee by hand, by posting a notice on the *property* where the violation occurs, or by certified mail with return receipt requested.

(2) Vacation of recorded subdivision *plats* shall be as provided in Section 3-20-12 NMSA 1978 and Section 23-1.2 SFCC 1987. Revocation of approved amendments to the *general plan* future land use map or the official zoning map shall be as provided for *city*-initiated amendments to those maps.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Chapter 14 Civil Penalties

FIR No. 3255

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Chapter 14 Civil Penalties

Sponsor(s): Mayor Alan Webber, and Councilors Lindell, Romero-Wirth, and Villarreal

Reviewing Department(s): Land Use, City Attorney Office, Finance

Staff Completing FIR: Elias Isaacson Date: 06/01/20 Phone: 505-955-6370

Reviewed by City Attorney: _____ Date: Jun 10, 2020

Reviewed by Finance Director: _____ Date: Jun 15, 2020

Summary:
This Bill amends Section 14-11.4 SFCC 1987 by adopting civil penalty provisions, a civil fine schedule, and civil citation procedures for Land Use Code enforcement actions. The Bill also clarifies the circumstances under which the Land Use Director may revoke permits, including short-term rental permits, and would permit the Land Use Director to order a one-year waiting period for application for a short-term rental permit by a person who has violated the Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987.

Departments Affected:
Land Use, Tourism, and Finance

Consequences of Not Enacting Legislation:
If this Bill is not adopted, enforcement of the Short-Term Rental Ordinance (Section 14-6.2) will remain difficult to enforce, and issues with unpermitted short-term rental units and other violations of the Short-Term Rental Ordinance are likely to persist at unacceptable levels.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
No conflicts or duplications exist. The amendments contained in the Bill complement existing enforcement provisions in Section 1.3 SFCC 1987 and Section 14-11.4 SFCC 1987. This Bill relates to a companion Bill that amends the Short-Term Rental Ordinance set forth in Subsection 14-6.2(A)(5) SFCC 1987. That Bill retains the existing maximum of one thousand (1000) short-term rental permits in the City; prospectively limits the number of short-term rental permits to one per natural person; prospectively limits the proximity of short-term rental units on residentially zoned property; requires a local operator for short-term rental units; and establishes new record keeping and reporting requirements for short-term rental units.

Performance and Administrative Implications:
The revised Bill will make the City's short-term rental program easier to enforce and administer by creating a clearer framework to enforce violations of Chapter 14.

Fiscal Implications:
The impact to revenue will depend on the number of civil fines the Land Use Department issues. The City can expect this number to be greater at first, and then taper off over time as more properties are brought into compliance.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ 71,250	$ 35,625	$ 17,812	R	100
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 71,250	$ 35,625	$ 17,812		

Revenue Narrative:

The impact to revenue will depend on the number of civil fines the Land Use Department issues. The City can expect this number to be greater at first, and then taper off over time as more properties are brought into compliance. This projection assumes 250 fines will be issued in the first year, with a 50% reduction in fines each subsequent year until ultimately leveling off at a persistent rate of 40 fines per year. This projection assumes a fine of $285, based on the average of the escalating fine amounts included in the Bill.

City of Santa Fe, New Mexico

memo

Date: April 24, 2020

To: PUC/Finance/City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR
Michael Dozier, Wastewater Division Director MD MD

From: Jonathan Montoya, Source of Supply Operations Manager JM JM
Efren Morales, Wastewater Plant Superintendent EM EM

Re: Approval of amendment to Alpha SW contract Munis#19-0115

ITEM
Source of Supply staff and the WWMD staff are requesting funding approval for Contract #19-0115 Alpha Southwest Emergency Repair in FY 20/21. This will be year 3 of a 4 year agreement. Amount requested $211,015.63.

JUSTIFICATION
Alpha Southwest currently holds a 4 year emergency water/wastewater equipment repair contract with Source of Supply in the amount of $211,015.63 per year. Work under this contract typically involves non-routine or emergency repairs to the Canyon Road water treatment plant, city water facilities (Wells, booster pumps, water storage tanks, etc.) and the Wastewater Treatment Facility. Majority of the repairs completed under this contract are critical to the operation of the water production, conveyance systems and the wastewater treatment system. Services obtained by this contractor are typically highly specialized for example: machine shop services, crane services, deep well repair/rehabilitation, and underwater marine diving.

RECOMMENDED ACTION

- Please approve amendment to Munis Contract# 19-0115 for FY20/21 to fund year 3 of this agreement in the amount of $211,015.63.

Signature: Efren Morales (May 19, 2020 15:06 MDT)

Email: emmorales@santafenm.gov

Signature: Jonathan Montoya (May 20, 2020 08:05 MDT)

Email: jmmontoya@santafenm.gov

Signature: Michael Dozier (May 20, 2020 08:14 MDT)

Email: mldozier@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones (May 20, 2020 09:52 MDT)

Email: swjones@santafenm.gov

CITY OF SANTA FE
AMENDMENT No. 3 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 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. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents ($211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed six hundred twelve thousand two hundred thirty four dollars and thirty nine cents ($612,234.39) including 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.3 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Alpha Southwest Inc.

_____
NAME

_____
TITLE

Date:_____

CRS # 002328120110926
City of Santa Fe Business Registration #

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 30, 2020)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5000367.520150; 5050385.520150
Business Unit/Line Item

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 Alpha Southwest, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $189,765.63

Termination Date: June 30, 2019

☑ Approved by Council Date: February 27, 2019

☐ or by City Manager Date:

Contract is for: Emergency Repair

Amendment # 3 to the Original Contract# 19-0115

Increase/(Decrease) Amount $ $211,015.63

Extend Termination Date to: na

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: increase comp for FY 20/21 for Water @ $189,765.63 and for WWMD @ $21687.5 as allowed for in the RFB.

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

Amount $ 189,765.63 of original Contract# 19-0115 Termination Date: 6/30/2019
Reason: On Call emergency Repair

Amount $ 189,765.63 amendment # 1 Termination Date: 6/30/2020
Reason: Increase comp and term for new FY

Amount $ 21,687.50 amendment # 2 Termination Date: na
Reason: increase comp to include funding for WWMD as allowed for in the RFB.

Amount $ 211,015.63 amendment # 3 Termination Date: 6/30/2021
Reason: Increase for WWMD and Water for FY 20/21

Total of Original Contract plus all amendments: $ $612,234.29

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

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

RFP# 19/07/B Date: December 17, 2018

RFQ ☐ Date:

Sole Source ☐ Date:

Other

6 **Procurement History:** Year 3 of 4
example: (First year of 4 year contract)

Fran Dunaway (Jun 29, 2020 14:45 MDT)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** Water Operating 5300 **BU/Line Item:** 5000367.520150

Alexis Lotero
Alexis Lotero (Jun 29, 2020 13:42 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:** M

Phone # #

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: Alpha Southwest

Procurement Title: Emergency Repair and Maintenance of Water/Source of Supply Equipment

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 PUD/Water/SOS Staff Name Jonathan Montoya

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: 4year contract

Jonathan Montoya, SOS

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jul 29, 2020 14:45 MDT)

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.

*

ALPHA-7 OP ID: MA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/12/2020

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 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
Ray Strom

CONTACT NAME: Ray Strom
PHONE (A/C, No, Ext): 505-822-8114 FAX (A/C, No): 505-822-0341
E-MAIL ADDRESS: rstrom@cressinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Ins of Hartford	20478
INSURER B : Continental Casualty Company	20443
INSURER C : Liberty Mutual Insurance	23043
INSURER D : Valley Forge Insurance Co	20508
INSURER E : Columbia Casualty	20427
INSURER F :	

INSURED
Alpha Southwest, Inc.
P O Box 9263
Albuquerque, NM 87119

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			5093812966	10/01/2019	10/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
E	X Prof E&O			6018485129	06/02/2019	06/02/2020	MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ 1,000,000
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAS57514880 - TX	10/01/2019	10/01/2020	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			5093778091	10/01/2019	10/01/2020	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)			5093848947	10/01/2019	10/01/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			BMW57358623	10/01/2019	10/01/2020	Lease/Ren	400,000
C	Install Floater*			BMW57358623	10/01/2019	10/01/2020	Limit	500,000

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

CERTIFICATE HOLDER

MISCEL1

Public Utilities Department
City of Santa Fe
Maya Martinez
801 West San Mateo
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce Wooster

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ITEM # 20-0212

CITY OF SANTA FE
AMENDMENT No. 2
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 2 (the "Amendment") to the AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 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. SCOPE OF WORK

Article 2, paragraph A of the Agreement is amended to remove the term "Professional Services" from the paragraph, so that Article 2 paragraph A reads as follows:

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

3. 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.2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

See Attached
NAME

TITLE

Date:

CRS # 002328120110926
City of Santa Fe Business
Registration #

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

3. 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.2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

NAME

Vice President
TITLE

Date: 13 MAY 2020

CRS # 002328120110926
City of Santa Fe Business
Registration #

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 4/29/20

CITY ATTORNEY'S OFFICE:

3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

ITEM # 19-0395

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 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. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

The total compensation under this Agreement shall not exceed three hundred seventy nine thousand five hundred thirty one and twenty six cents ($379,531.26) including New Mexico gross receipts tax.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to

June 30, 2020. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. 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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/31/19

CONTRACTOR:
Alpha Southwest Inc

Operations Manager
NAME & TITLE

Date: 4/24/19

CRS # 002328120110926
City of Santa Fe Business
Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

4/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52261
~~52452~~.520150
Business Unit/Line Item

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 4/29/20

CITY ATTORNEY'S OFFICE:

3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

ITEM # 19.0115

City of Santa Fe Contract
On Call Emergency Repair Services

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1.

A. "Products and Services Schedule" refers to the complete list of 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. "Products and Services schedule" refers to the complete list of 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.

F. "You" and "your" refers to **Alpha Southwest, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Professional Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs
(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

B. Cost is at the fixed unit prices set forth in Exhibit "A" – Fixed Unit Price Schedule.

C. The Contractor shall furnish all necessary supervision, labor, materials, and facilities, required to accomplish the Work set forth in the applicable work order (WO), and in Exhibits A- Fixed Unit Price Bid Schedule – Bid Form attached hereto.

D. Work performed under this Contract shall be authorized in writing by a WO signed by the following City authorized representatives (hereafter "Authorizing Representative"): for all WOs, the City Water Division Director, or his/her designee. A WO signed by other than City Authorizing Representative shall not be honored. Each WO shall set forth (I) the Supervising Engineer and the Work Order, which shall set forth the Work to be Performed by the Contractor, (ii) the period of performance, (iii) the fixed unit prices per Exhibit I, as applicable, (iv) the ceiling price, and (v) other data as necessary. The Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the City, for the performance of the Work authorized therein. Verbal authorizations may be given by the City in emergency situations, but shall be confirmed in writing by the City within five (5) days of the verbal authorization to Contractor.

E. The City may at any time, without notice to sureties, if any, make changes in a WO; if any such change requires the inclusion of additional provisions, or otherwise affects any other provision of a WO as initially set forth or previously amended an equitable adjustment shall be made in such provision of the WO as may be so affected, and the WO shall be modified in writing accordingly. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if the City decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a WO. However, nothing in this article shall excuse Contractor from proceeding with the WO as changed.

3. **Compensation**

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here in Exhibit "A" attached hereto and incorporated herein.

B. The total compensation under this Agreement shall not exceed one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63) including 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, 2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) 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 Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; 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 Vendor 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 Vendor/Contractor certifies the Vendor/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 Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor 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. Vendor 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.

Director
Public Utilities Department
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87504

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

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.

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

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: 3/5/19

CONTRACTOR:
Alpha Southwest Inc.

Warren Eddy - Operations Manager
NAME AND TITLE

DATE: 3/8/19
CRS# 002328120110926

Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52361.520150
Business Unit Line Item

	BID ITEM	DESCRIPTION	UNIT		UNIT PRICE
TS-1	**Shop Drawings, Reports, O&M Manuals, Calculation, Permits, Scheduling and CMMS Database Related Tasks**				
	100	Production of Required reports, Calcuations and Drawings, etc.	HR	$	50.00
TS-2	**Work Site Protection, Cleanup and Disinfection**				
	200	Sanitary Protection and Disinfection of the System and Aquifer	HR	$	63.50
	300	Work Site Cleanup	HR	$	63.50
TS-3	**Pull and Install Well Pump Equipment**				
	400	Typicalwell is 750-ft of 8-in column with 2-1/2 x 1-1/2-in rods	LF	$	7.00
TS-4	**Lower Well Pump**				
	500	Lower Pump Per TS-4	LF	$	15.00
TS-5	**Well Abandonment and Rehabilitation**				
	600	Job-hour rate bid as specified in TS-5	HR	$	210.00
TS-6	**Well Inspection Video Surveys and Logs**				
	700	Production of one (1) Well Inspection Video Survey Log per TS-6	LS each	$	1,100.00
TS-7	**Repair/Replacement of Well, Booster Station and Reservior Equipment**				
	800	Repair/Replace Modify per TS-7	HR	$	63.50
TS-8	**Fabrication and Machine Shop Work**				
	900	Fabrication and Machine Shop Work per TS - 8	HR	$	63.50
TS-9	**Contractor Owned Equipment**				
	1000	Mark-up on Current "Blue Book" rate for Crane, Boom Truck, Backhoe, or Tank Truck per TS – 9	%		100.00%
TS-10	**Inspection of Work**				
	1100	All Equipment & Labor as Applied to Inspection as Covered in TS – 10.	HR	$	63.50
TS-11	**Repair Parts, Materials and Replacement Equipment**				
	1200	Percent Over Invoice for Repair Parts per TS – 11.	%		132.00%
TS-12	**Well Test Pumping**				
	1300	Operation of Contractor Provided Test Pumping Equipment per TS - 12	HR	$	125.00
TS-13	**Job Site Security**				
	1400	Complete Security Package	HR	$	20.00
TS-14	**Rental Equipment**				
	1500	Rental Mark-up Over Invoice	%		110.00%
	1600	"Bobcat" with Auger Attachment	$/Day	$	250.00
TS-15	**Subcontract Work**				
	1700	Subcontractor Mark-up Over Invoice	%		110.00%
TS-16	**On-Call Labor**				
	1800	Electrician	HR	$	75.00
	1900	Electrical Journeyman	HR	$	75.00
	2000	Field Laborer	HR	$	63.50
	2100	Field Labor Supervisor	HR	$	63.50
	2200	Site Preparation	HR	$	63.50
	2300	Diver(s)	HR	$	150.00
TS-17	**Per Diem**				
	2400	Travel time cost	HR	$	63.50
	2500	Daily Per Diem Cost (no overnight)	Days	$	-
	2600	Daily Per Diem Cost Overnight	Days	$	125.00

Exhibit "A"

Business Licenses

Home
License Information
Renew License
Email Us

Public License Information

Renew License

License Number: 19-00110357
Business Control: 0042000 **Location ID:** 000034965

Business Name & Address
ALPHA SOUTHWEST INC
SF COUNTY
SANTA FE NM 87501

Mailing Address
205 ROSSMOOR RD SW
ALBUQUERQUE NM 87105

Date Opened: 09/04/2001
Contractor Flag:
Type of Ownership: CP
Business Phone: (505) 877-0287 **Status:** Active

Owner Information
YATES RICK

License Information
Classification: 070 OUT OF CITY CONTRACTOR - GENERAL
License Status, Date: ACTIVE , 12/27/2018
Appl, Issue Date: 12/27/2018, 12/27/2018
License Valid Thru Date: 12/31/2019

Additional Requirements

DESCRIPTION	DOCUMENT NUMBER	EXPIRATION DATE
CONTRACTOR STATE LICENSE	13139	4302021

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	Public Utilities	Department Name:	PUD
Division Name:	Water/SOS	Division Name:	Waste Water

Financial Information

Amount Requested:	211015.63	Munis Fund Number:	505 500
Vendor Name:	Alpha Southwest	Munis Org Number:	5050385 5000367
Approved by Director?	Approved	Munis Object Code:	520150

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.

Work under this contract typically involves non-routine or emergency repairs to the Canyon Road water treatment plant, and city water facilities (Wells, booster pumps, water storage tanks, etc.) and the City Waste Water Plant. This is recurring. This service advertised and solicited via approved RFB process. Alpha Southwest was selected as the lowest bidder.

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.

Safe operation and maintenance of the City water system and supply and the City Waste Water Plant.

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 services this contractor performs are highly specialized. Example: deep well repair, machine shop services, and certified underwater marine diving.

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 possibility does exist that some repairs if not made could result in loss of water supply or the ability to convey water to certain parts of the city.

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?

I am not aware of alternate funding.

Procurement Office Signature	Budget Office Signature	Finance Director Signature

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator whs

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers (Carollo) for $250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

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ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD is requesting to amend the PSA 19-0234 with Carollo to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with Carollo for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0234. The WD has utilized this contract to provide engineering and technical services to evaluate optimization of effluent reuse, permitting and implementation support for a return flow pipeline to Rio Grande, water treatment and water quality upgrade strategies at Canyon Rd and Paseo Real water treatment plants. This PSA will be utilized in FY20-21 to provide continued services on the water quality and water treatment and technical support on the return flow pipeline permitting. The next critical step for the WD is continued progress on satisfying permitting requirements as outlined in the Appendix A (Reuse Pipeline Permit Plan) of the Phase 1 Preliminary Design Evaluation (2019) that include support and concurrences from several federal, state, and local agencies. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0234 with Carollo Engineers On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of $250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	public utilities	Department Name:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$250,000	Munis Fund Number:	505
Vendor Name:	Carollo Engineers	Munis Org Number:	5050395
Approved by Director?	Yes	Munis Object Code:	572960

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 City's WD entered into a PSA with Carollo for engineering services via competively bid request for proposal (RFP) for hydro services (RFP '19/16/P) that was awarded as PSA #19-0234. The services are recurring and required to ensure the WD will continue to have safe, sufficient and sustainable water supply.

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 has utilized this contract to develop improvements in water treatment, water quality, and a more robust and sustainable water supply as required under Chapter 25. In addition, this contract is utilized to meet local, state, and federal permitting requirements for existing and future water rights.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
The City staff does maintain baseline engineering, water resources and permitting expertise but numerous activities and requirements completed under this contract utilize specialized engineering and permitting capabilities and technical expertise necessary to ensure the WD is compliant with numerous obligations to provide safe and sustainable drinking water supply.

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.
Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water supply. The water treatment, water system deliveries, water rights permitting and technical considerations for satisfying permit conditions and obligations. The WD staff does not have all the required technical resources to provide this expertise without supplemental engineering support taht are achieved under this contract.

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?
The Water Division is seeking and utilizes several outside funding sources, the engineering services are funded through the capital improvement program (CIP).

Fran Dunaway Jun 26, 2020 15:35 MDT)	Alexis Lotero (Jun 26, 2020 14:37 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for 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. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit “B” attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit “A” attached hereto, such compensation not to exceed six hundred thirty five thousand dollars ($635,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty three thousand five hundred seventy eight dollars and thirteen cents ($53,578.13) 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 six hundred eighty eight thousand five hundred seventy eight dollars and thirteen cents ($688,578.13). 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.

3. 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 terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, infra.

4. 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:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME

_____
TITLE

Date:_____

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration #

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 26, 2020 14:41 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

I. Technical water resources engineering and feasibility studies,
II. Preliminary engineering services for design and construction,
III. General engineering services for:
    i. Capital Improvements,
    ii. Repair and rehabilitation related assessments,
    iii. Upgrades and improvements,
    iv. Design support, preparation of design specifications, and procurement support for CIP
IV. Water resources studies for:
    i. Supply and demand management
    ii. Well field sustainability analyses
    iii. Water budget and geohydrologic modeling analyses
    iv. Permitting
V. Permit related activities, compliance and litigation support,
VI. Water utility management support for:
    i. Asset management
    ii. Water loss audit
    iii. Federal and State funding applications

- **Technical Water Resources Engineering and Feasibility Studies**

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

- **Preliminary Engineering Services for Design and Construction**

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

- **General Engineering**

The types of services anticipated under this category shall include, at a minimum, the

following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

- Address right of way and easement issues.

- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

- Updates and revisions to the water distribution and storage master plan, as-needed.

- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

- **Water Resources Studies**

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of

groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➢ Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➢ Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

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 Carollo Engineers Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $325,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date: March 27, 2019

☐ or by City Manager Date:

Contract is for: Original Contract for on call engineering Water and WWMD

Amendment # 1 to the Original Contract# 19-0234

Increase/(Decrease) Amount $ $250,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase for FY 20/21

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

Amount $ 385,000.00 of original Contract# pending Termination Date: 6/30/2020

Reason: Original Contract WWMD $50,000; Water $275,000; Water Conservation $60,000

Amount $ 250,000.00 amendment 1 Termination Date: 6/30/2021

Reason: Increase comp for FY 20/21

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $635,000.00

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

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

RFP# 19/16/P Date: November 9, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway 6/26/20
Fran Dunaway (Jun 26, 2020 15:35 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP and WWMD **BU/Line Item:** 5050395.572960

Alexis Lotero
Alexis Lotero (Jun 26, 2020 14:37 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 RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

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)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

William Schneider, Water Resources
Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 08:48 MDT)
Department Rep Signature attesting that all information included

Fran Dunaway 06/26/20
Fran Dunaway (Jun 26, 2020 15:35 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

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

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

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

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	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

William Schneider, Water Resources

Department Rep Printed Name and Title

whschneider

whschneider (May 28, 2020 08:48 MDT)

Department Rep Signature attesting that all information included

*

CERTIFICATE OF LIABILITY INSURANCE

7/4/2020

DATE (MM/DD/YYYY) 5/22/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472595 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Continental Insurance Company — 35289 **INSURER B :** American Casualty Company of Reading, PA — 20427 **INSURER C :** Valley Forge Insurance Company — 20508 **INSURER D :** Continental Casualty Company — 20443 **INSURER E :** National Fire Insurance Co of Hartford — 20478 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 16764870 **REVISION NUMBER:** XXXXXXX

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	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6050490317	12/31/2019	12/31/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
E	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6050490267	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUE 6050490303	12/31/2019	12/31/2020	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $ XXXXXXX
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 6050490270 WC 6050490298	12/31/2019 12/31/2019	12/31/2020 12/31/2020	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2019	7/4/2020	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

RE: PROJECT #11495A.00; ON-CALL ENGINEERING SERVICES. THE CITY OF SANTA FE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA/EXCESS LIABILITY. THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

16764870
CITY OF SANTA FE
ATTN: WATER DIVISION DIRECTOR
801 W. SAN MATEO
SANTA FE NM 87505

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

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: SF COUNTY
NM

Owner:

License Number: 117760

Issued Date: March 04, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones
Shannon Jones (May 28, 2020 08:52 MDT)

Email: swjones@santafenm.gov

Signature:

Email:

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0235 with HAZEN for $250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is requesting to amend the PSA 19-0235 with HAZEN to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with HAZEN for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0235. The WD has utilized this contract to provide engineering and technical services to quantify hydrologic accounting for water reuse alternatives, support public engagement activities, streamline integration of WD billing database and water use estimations for water and wastewater, environmental permitting support on NEPA meetings with federal agencies, drainage analyses at hospital tank, and hydraulic modeling support.

This PSA will be utilized in FY20-21 to provide continued engineering support for capital improvement and priority projects that include federally mandated risk assessment and emergency response planning, water supply demand calculations, community engagement and public outreach, drainage and runoff engineering, integration of billing, SCADA and reporting, water resources accounting and modeling, permitting. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

The WD is working on a memorandum of understanding (MOU) with the US Bureau of Reclamation (MOU) to define the scope and terms of a grant awarded to the City to complete water resources planning and water management model development under climate change impacts. The WD will bring the MOU to the governing body for approval this summer and request for an Amendment to this PSA to complete the modeling portion of the grant as required for the City's 50-50 cost share with USBR. The resource and cost share obligations are being developed as part of the MOU.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0235 with HAZEN for On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of $250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0235

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Hazen and Sawyer (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, Contractor has agreed to provide engineering services as outlined in the original Agreement for 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. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A", such compensation not to exceed seven hundred thousand dollars ($700,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty nine thousand sixty two dollars and fifty cents ($59,062.50) 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 seven hundred fifty nine thousand sixty two dollars and fifty cents ($759,062.5). 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.**

3. 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 terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, infra.

4. 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:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Hazen and Sawyer

_____
NAME

_____
TITLE

Date:_____

NM Taxation & Revenue
CRS # 03-405247-00-0
City of Santa Fe Business
Registration # 224218

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 27, 2020 16:13 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

EXHIBIT ''B''

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

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V. Permit related activities, compliance and litigation support,
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    ii. Water loss audit
    iii. Federal and State funding applications

➢ Technical Water Resources Engineering and Feasibility Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➢ Preliminary Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

➢ General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.
- Address right of way and easement issues.
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.
- Updates and revisions to the water distribution and storage master plan, as- needed.
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

➢ Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.
- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.
- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➢ Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➢ Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

2020 05 27 Amend#1 Hazen

Final Audit Report 2020-05-27

Created:	2020-05-27
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzCIK3WwGYyyOulEMIlvM-tk_pTvSjtQU

"2020 05 27 Amend#1 Hazen" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-27 - 10:07:28 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-27 - 10:07:59 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-27 - 10:12:00 PM GMT- IP address: 75.161.194.178

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-27 - 10:13:14 PM GMT - Time Source: server- IP address: 75.161.194.178

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-27 - 10:13:14 PM GMT

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	public utilities	Department Name:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$250,000	Munis Fund Number:	505
Vendor Name:	HAZEN	Munis Org Number:	5050395
Approved by Director?	Yes Shannon Jones Shannon Jones (May 28, 2020 11:56 MDT)	Munis Object Code:	572960

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 City's WD entered into a PSA with Hazen for engineering services via competively bid request for proposal (RFP) for hydro services (RFP '19/16/P) that was awarded as PSA #19-0235. The services are recurring and required to ensure the WD will continue to have safe, sufficient and sustainable water supply.

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 has utilized this contract to develop improvements in water supply and planning, water resources management, hydraulic modeling and drainage engineering, public outreach and other water engineering obligations required under Chapter 25. In addition, this contract is utilized to meet local, state, and federal permitting requirements for existing and future water rights and water supply management.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
The City staff does maintain baseline engineering, water resources and permitting expertise but numerous activities and requirements completed under this contract utilize specialized engineering and permitting capabilities and technical expertise necessary to ensure the WD is compliant with numerous technical and permitting obligations to provide safe and sustainable drinking water supply.

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.
Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water supply. The water treatment, water system deliveries, water rights permitting and technical considerations for satisfying permit conditions and improvement obligations. The WD staff does not have the specialized engineering and technical resources to provide this expertise without supplemental support achieved under this contract.

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?
While the Water Division is seeking and utilizes several outside funding sourcesThe WD is seeking funding from Federal Agencies and the services performed under this contract can be used as a required match of funding.

Frank Dunaway 06/26/20 Frank Dunaway (Jun 26, 2020 15:36 MDT)	Alexis Lotero Alexis Lotero (Jun 26, 2020 14:50 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 Hazen Sawyer

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $450,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date: pending

☐ or by City Manager Date:

Contract is for: Original On Call Contract

Amendment # 1 to the Original Contract# 19-0235

Increase/(Decrease) Amount $ $250,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council pending

☐ or by City Manager Date:

Amendment is for: Increase comp and term for FY 20/21

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

Amount $ 450,000.00 of original Contract# 19-0235 Termination Date: 6/30/2020

Reason: Original Contract

Amount $ 250,000.00 amendment 1 Termination Date: 6/30/2021

Reason: increase comp and term for FY 20/21

Amount $ _____ amendment # _____ Termination Date: _____

Reasc _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $700,000.00

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

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

RFP# 19/16/P Date: November 9, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway 06/26/20
Fran Dunaway (Jun 26, 2020 15:36 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050395.572960

Alexis Lotero
Alexis Lotero (Jun 26, 2020 14:50 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 RFP PROCUREMENT CHECKLIST

Contractor Name: Hazen and Sawyer Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

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)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

_____
Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)
_____
Department Rep Signature attesting that all information included

Fran Dunaway 06/26/20
Fran Dunaway (Jun 26, 2020 15:36 MDT)
_____
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

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

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

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

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	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

whschneider

Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)

Department Rep Signature attesting that all information included

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

Business Location: SF COUNTY
NM

CRS Number: 03405247000

Owner:

License Number: 224218

License Type: Business License - Renewable

Issued Date: January 22, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 31, 2020

Fees Paid: $10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

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

HAZE&SA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2020

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	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER A : Hartford Fire Insurance Company A+ (XV)	19682
	INSURER B : Hartford Casualty Insurance Company A+ (XV)	29424
	INSURER C : Twin City Fire Insurance Company A+ (XV)	29459
	INSURER D : Continental Casualty Company (CNA) A, XV	20443
	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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	42UUNBH8062	3/29/2020	3/29/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO			42UENBH7997	3/29/2020	3/29/2021	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A	X	42WBAD0SYE	3/29/2020	3/29/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			AEH008231489	3/29/2020	3/29/2021	Per Claim/Aggregate	1,000,000

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

RE: RFP '19/16/P – On-call Engineering Services for Water System Capital Improvements Program

The City of Santa Fe is included as additional insured with respect to General Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Road
Building "H"
Santa Fe, NM 87505

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

Dan Kruse

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

B. 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:

1. Required by the contract or agreement; or
2. 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.

 © Insurance Services Office, Inc., 2012

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mtmccoy@ci.santa-fe.nm.us

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	public utilities	Department Name:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$250,000	Munis Fund Number:	
Vendor Name:	HAZEN	Munis Org Number:	
Approved by Director?	Yes	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.
The City's WD entered into a PSA with Hazen for engineering services via competively bid request for proposal (RFP) for hydro services (RFP '19/16/P) that was awarded as PSA #19-0234. The services are recurring and required to ensure the WD will continue to have safe, sufficient and sustainable water supply.

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 has utilized this contract to develop improvements in water supply and planning, water resources managagemnet, hydraulic modeling and drainage engineering, public outreach and other water engineering obligations required under Chapter 25. In addition, this contract is utilized to meet local, state, and federal permitting requirements for existing and future water rights and water supply management.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
The City staff does maintain baseline engineering, water resources and permitting expertise but numerous activities and requirements completed under this contract utilize outside capabilities and technical expertise necessary to ensure the WD is compliant with numerous obligations to provide safe and sustainable drinking water supply.

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.
Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water supply. The water treatment, water system deliveries, water rights permitting and technical considerations for satisfying conditions and obligations. The WD staff does not have the resources to provide this expertise without supplemental support achieved under this contract.

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?
While the Water Division is seeking and utilizes several outside funding sources, the regulatory and legal obligations are funded through the water resources operating funds. Outside funding would not be permitted to be used towards these obligations. The WD is seeking funding from Federal Agencies and the services performed under this contract can be used as a required match of funding.

Fran Dunaway Jun 26, 2020 15:36 MDT)	Alexis Lotero (Jun 26, 2020 14:50 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

ITEM # 19-0235

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 **Hazen and Sawyer,** 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 On-Call Engineering Services for the City as follows and as described in Exhibit "A" attached hereto and incorporated herein:

1) Technical water resources engineering and feasibility studies,
2) Preliminary engineering services for design and construction,
3) General engineering services for:
   a. Capital Improvements,
   b. Repair and rehabilitation related assessments,
   c. Upgrades and improvements,
   d. Design support, preparation of design specifications, and procurement support for CIP
4) Water resources studies for:
   a. Supply and demand management
   b. Well field sustainability analyses
   c. Water budget and geohydrologic modeling analyses
   d. Permitting
5) Permit related activities, compliance and litigation support,
6) Water utility management support for:
   a. Asset management
   b. Water loss audit
   c. Federal and State funding applications

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed four hundred fifty thousand dollars ($450,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty seven thousand nine hundred sixty eight dollars and seventy five cents ($37,968.75) 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 four hundred eighty seven thousand nine hundred sixty eight dollars and seventy five cents ($487,968.75). 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 City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

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

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 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. 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. 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.

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 which arise out of the performance of this Agreement, caused by the negligent 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.

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:
Greg Gates, P.E.
Hazen Sawyer
100 Sun Ave NE, Suite 650
Albuquerque, NM 87109

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: 4/1/19

CONTRACTOR:
Hazen Sawyer

NAME AND TITLE
GREG GATES, VICE PRESIDENT

DATE: 4/10/19
CRS# 03-405247-00-0
Registration # 19-00155538

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

2/14
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit Line Item

EXHIBIT "A"

1) **Technical Water Resources Engineering and Feasibility Studies**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

b. Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

c. Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

d. Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

2) **Preliminary Engineering Services for Design and Construction**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

b. Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

c. Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

d. Develop a design and construction schedule.

3) **General Engineering**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

b. Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

c. Address right of way and easement issues.

d. Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

e. Updates and revisions to the water distribution and storage master plan, as-needed.

f. Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability.

4) Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

a. Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

b. Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

c. Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

d. Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

e. Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

f. Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

5) Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

a. Surface and groundwater water right permitting and applications.

b. Inter-state compact compliance, permitting and accounting.

c. Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

d. Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

6) Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

a. Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

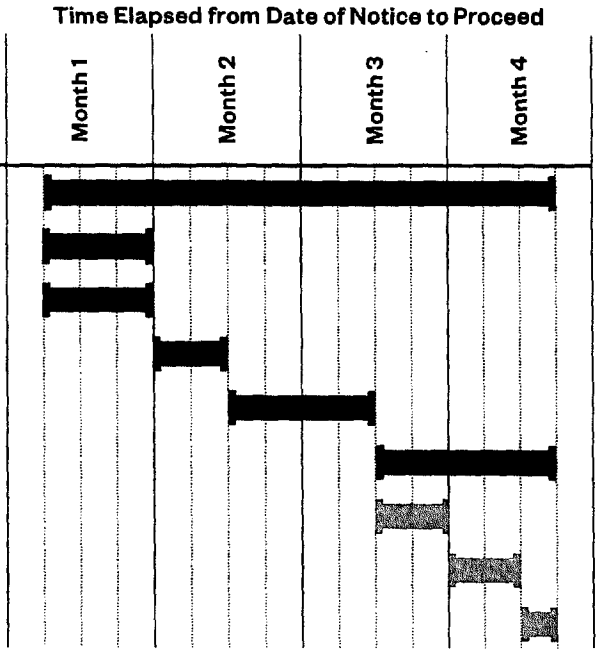
b. Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

c. Support City pursuit of federal and state grant funding applications.

d. Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

Project Schedule

Task	Task Description	Duration, weeks
1	Project Management	14
2	Define Goals	2
3	Review and Refine Alternatives	3
4	Develop Evaluation Criteria	2
5	Evaluate Alternatives	4
6	Prepare Action Plan	5
	Draft Plan	2
	City Review	2
	Final Plan	1



Budget

Staff	Brad Reisinger	Wyatt Dressler	Clayton Ten Eyck	Steve Morrow	Daniel Gonzales	John Quinn Pate	Bryant Quam	Labor	Labor	Labor	Expenses	Total
Hourly Rate	$170	$170	$215	$130	$190	$215	$195	(Hazen)	(Molzen)	(Molzen + 10%)		
Task 1: Preliminary Design	32	24	76	0	14	0		$9,520	$18,914	$20,805	$863	$31,178
Task 2: 30% Conceptual Design	36	18	210	25	14	4		$9,180	$51,989	$57,188	$1,835	$68,203
Task 3: 60% Preliminary Design	36	20	203	31	46	25		$9,520	$61,845	$68,030	$2,141	$79,690
Task 4: 90% Pre-Final Design	36	16	81	59	91	8		$8,840	$44,198	$48,618	$1,591	$59,049
Task 5: 100 % Final Design	18	8	10	3	4	1		$4,420	$3,570	$3,927	$240	$8,587
Task 6: Bid Phase	12	8	10	1	1	1		$3,400	$2,856	$3,142	$188	$6,729
Task 7: Construction Administration	50	20	266	25	108	14	511	$11,900	$183,603	$201,963	$5,865	$219,728
Total	**220**	**114**	**855**	**144**	**279**	**55**	**511**	**$56,780**	**$366,975**	**$403,673**	**$12,713**	**$473,165**

1012-043

Section J

Statement of Wages and Direct Costs

Compensation will be on a time and expense basis or lump sum as negotiated by task, with labor billed based on the hourly rate sheet presented below (exclusive of New Mexico Gross Receipts Tax [NMGRT]). Rates presented will be escalated annually on the contract date by 3 percent.

Category	Hourly Rate (Exclusive of NMGRT)
Vice President, Project Director	$310
Senior Associate	$260
Associate	$200
Senior Principal Engineer	$170
Principal Engineer	$150
Assistant Engineer	$120
Technician	$100

Subconsultant expenses will be billed at actual cost, plus 10 percent.

Expenses will be invoiced at actual cost or standard rates (e.g. standard mileage rate). Expenses will include travel or other similar costs incurred in performance of the work.

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 4 to Professional Services Agreement (PSA) with John Shomaker and Associates (JSAI) for $197,560 plus GRT to provide Hydrogeologic Services for Water Right Acquisitions, Permits, and Compliance

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ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD). The WD is requesting to amend the PSA with JSAI to provide continued hydrogeologic technical services to support required water rights, permitting, compliance and planning activities.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro services (RFP '17/26/P) that was awarded as PSA #17-0520. The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

The WD utilizes the contract to work on the following:

- City Well Field permit and compliance monitoring and reporting
- Buckman Well Field permit and compliance monitoring reporting
- Santa Fe River monitoring for Santa Fe River releases for Living River and Acequia deliveries
- Hydrogeologic monitoring and accounting to support aquifer recharge management
- Hydro technical services to support return flow credit strategies for City's San Juan Chama Project and native Rio Grande and tributary water rights
- Dashboard development for Buckman Direct Diversion accounting
- Water rights acquisition due diligence support
- Water quality monitoring and wellhead protection
- Water Bank
- Aquifer management and sustainability
- Groundwater sampling, analysis and contaminant tracking

Upcoming FY20/21 technical hydro services anticipated to be completed under this Amendment No. 4 include all aspects of the WD permit compliance requirements necessary to protect the City's water rights portfolio and assets. A summary of the City's water rights activities are presented at https://www.santafenm.gov/water_rights

ACTION REQUESTED

Staff requests approval of Amendment No. 4 to PSA #17-0520 with JSAI for hydro technical services to ensure the WD will meet all obligations for its Water Right Acquisitions, Permits, and Compliance. The request for funding of $213,117.85 excluding gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050381.510300.

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0520; 18-0751, 19-0118, 19-0645

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 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. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "C" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred ninety seven thousand five hundred sixty dollars ($197,560) plus applicable gross receipts tax, as outlined in Exhibit "D" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million eighty one thousand eight hundred thirty four dollars ($1,081,834) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 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 terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

3. 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. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
JSAI

_____
NAME & TITLE

Date:_____
CRS #:02-058266008
Business Registration #: 225084

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE
Marcos Martinez
Marcos Martinez (May 26, 2020 13:33 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5050381.510300
Business Unit/Line Item

Exhibit C FY2020-21

Scope of Work for John Shomaker and Associates, Inc.

Task 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No.* 5, *Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

SubTask A. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

SubTask B. Buckman Well Field O&M plan
Develop pumping schedule that best fits project demand and results from water level monitoring program. Evaluate replacement well options for Buckman Wells 1 through 9.

SubTask C. Pumping Impacts and Analyses (Depletion Calculations}
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Task 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

SubTask A. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible

future water-level declines. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to **RFP** #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for **RFP** #'17/26P.

SubTask B. Develop water-right permit compliance schedule

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will develop a water right permit compliance schedule for the City Well Field and Northwest Well conditions of approval. The compliance schedule will help the Water Division streamline requirements for all groundwater permits while maintaining the compliance schedule.

SubTask C. Pumping Impacts Analyses (Depletion Calculations)

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque- Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.

The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Task 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2018 Santa Fe River Monitoring Report.

SubTask A. Maintain surface water gaging stations

Maintain re-established automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe

River Target Flow Ordinance will be fulfilled by maintaining pressure transducers at these staff gage locations and updating the rating curves as needed.

SubTask B. Monitoring of Living River bypass flows

The Contractor will conduct eight seepage runs during Living River bypass flows in 2020. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from the established monitoring network by the Contractor.

SubTask C. Install gaging station on Santa Fe River below Cerro Gordo Rd

The Contractor will install a newly-established gaging station below Cerro Gordo Road at the old Martinez Ditch headgate. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement station. The gaging station will include slight modification of the existing structure, installation of a stilling well with transducer, and development of rating curve.

SubTask D. Monthly transducer downloads

Contractor will download transducer data from the Living River monitoring network on a monthly basis, update the database and graphs, and provide summary of findings to Water Division.

SubTask E. Summary report for Living River year

Contractor will prepare a summary report of the Santa Fe River Monitoring results and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 4: Return Flow / Discharge Credit / Reuse Evaluation

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable

reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop an updated work plan for providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

SubTask A. Assist with Evaluation of Lower Santa Fe River flows to determine Availability of Treated Effluent for Return Flow or Discharge Credits

The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will assist ongoing research quantifying and characterizing Lower Santa Fe River flows and water budgets. The results will be integrated with the City's water management strategy.

SubTask B. Technical assistance with feasibility analysis of return flow options

The Contractor will work with the Water Division with analysis of return flow options such as expanded reuse program, instream flows, water quality limitations of return flow uses, and depletion offset and exchange strategies.

SubTask C. Prepare Maps to Assist with Plan Development

The Contractor will assist with preparation of project maps that will be incorporated into a reuse plan.

SubTask D. Develop Return Flow Quantification Method

The Contractor will develop a water budget accounting and metering plan for discharge and return flow quantification. The Contractor will work with the Water Division with developing a data collection plan that would allow for development of the preferred return flow accounting method.

Task 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets - In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive

process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

SubTask A. Evaluating the City's existing water rights portfolio

The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

SubTask B. Evaluation of Offset Requirements

The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

SubTask C. Evaluation of Offset Potential

The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

SubTask D. Develop Recommended Strategy

The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Task 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for

transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

SubTask A. Evaluation methods

The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

SubTask B. Written Evaluation

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Task 7: Wellhead Protection and Water Quality Issues

The City Well Field is surrounded by historical legacy groundwater contamination sites. The Contractor will assist the City with implementing the wellhead protection groundwater monitoring program and evaluation of groundwater contamination sites as information becomes available. The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

SubTask A. Analysis of Contamination Sites

The Contractor will perform analysis of monitoring and cleanup reports for contaminations sites within the City Limits. Results of the field work will be used to develop the monitoring design.

SubTask B. Implementation of Monitoring Design

The Contractor will provide an updated monitoring design that will delineate the locations, frequency, and types of monitoring needed to support wellhead protection. The Contractor will collect water level and water quality data, where accessible to assist with implementation of the wellhead protection program. The Contractor will provide a final report that can be submitted to NMED.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P

Included below, Budget for one-year project (FY 2020-21):

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 John Shomaker & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $296,477.00

Termination Date: June 30, 2018

☑ Approved by Council Date: June 14, 2017

☐ or by City Manager Date:

Contract is for: Hydrology

Amendment # 4 to the Original Contract# 17-0520

Increase/(Decrease) Amount $ $197,560.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase comp and Term for new FY

---

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

Amount $ 296,477.00 of original Contract# 17-0520 Termination Date: 6/30/2018
Reason: Original Contract

Amount $ 296,477.00 amendment 1 Termination Date: 6/30/2019
Reason: Extend term increase FY comp # 18-0751

Amount $ 65,825.00 amendment # 2 Termination Date: NA
Reason: Increase scope #19-0118

Amount $ 271,001.00 amendment # 3 Termination Date: 6/30/2020
Reason: Increase in compen for FY 1920 and extend term.

Amount $ 197,560.00 amendment # 4 Termination Date: 6/30/2020
Reason: Increase in compen for FY 20/21 and extend term.

Total of Original Contract plus all amendments: $ $1,127,340.00

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

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

RFP# 17/26/P Date: January 5, 2017

RFQ ☐ Date:

Sole Source ☐ Date:

Other

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

Fran Dunaway (Jun 29, 2020 14:50 MDT)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050381.510300

Alexis Lotero
Alexis Lotero (Jun 29, 2020 14:08 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 RFP PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates

Procurement Title: Hydrology

Solicitation RFP#: 17/28/P

Department Requesting/Staff Member PUD - William Schneider

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)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

William Schneider, Water Resources
Department Rep Printed Name and Title

WH Schneider
WH Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Jun 29, 2020 14:50 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

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

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

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

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	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

William Schneider, Water Resources

Department Rep Printed Name and Title

WH Schneider
WH Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

*

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	public utilities	Department Name:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$213,117.85	Munis Fund Number:	505
Vendor Name:	John Shomaker and Associates (JSAI)	Munis Org Number:	5050381
Approved by Director?	Yes Shannon Jones Shannon Jones (May 28, 2020 07:36 MDT)	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.
The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro services (RFP '17/26/P) that was awarded as PSA #17-0520. The services are recurring and required to protect the City's water rights portfolio assets.

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 has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
The City staff support these hydro technical services efforts but the City does not own the monitoring equipment nor have the highly specialized expertise to self-perform these regulatory and legal requirement actions.

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.
Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water rights portfolio permits. The City's water rights are assets worth several hundred million dollars and permit compliance must be achieved to protect these assets.

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?
While the Water Division is seeking and utilizes several outside funding sources, the regulatory and legal obligations are funded through the water resources operating funds. Outside funding would not be permitted to be used towards these obligations.

Fran Dunaway (Jun 29, 2020 14:50 MDT)	Alexis Lotero Alexis Lotero (Jun 29, 2020 14:08 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: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: SF COUNTY
SANTA FE, NM 87501

CRS Number: 02058266008

Owner: JOHN SHOMAKER

License Number: 225084

License Type: Business License - Renewable

Issued Date: February 07, 2020

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: December 31, 2020

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT PKWY NE
ABLUQUERQUE, 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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 15 1/3/2020

JOHNSHO-02 AFORAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2020

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) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Continental Casualty Company — 20443
INSURED John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER B : The Continental Insurance Company — 35289
	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		4034680389	8/1/2019	8/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			4034680425	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			4034680473	8/1/2019	8/1/2020	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6011635475	8/11/2019	8/11/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	E&O / Pollution			EEH288341818	1/7/2020	1/7/2021	Occurrence/Aggregate	3,000,000

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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AGENCY CUSTOMER ID: JOHNSHO-02 AFORAKER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 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:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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G. Waiver of Subrogation - Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.":

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "written contract";

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

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b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization 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 such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway 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; or

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(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization .whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision **(2)** does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

a. Is currently in effect or becomes effective during the term of this policy; and

b. Was executed prior to:

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(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

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such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the 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 D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

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(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the:

a. "Bodily injury" or "property damage"; or

b. Offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured 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

b. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations specified in the written contract or written agreement; or

c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:

(1) The written contract or written agreement requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional 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 by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or

b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

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4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

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

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement 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 within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

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Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mtmccoy@ci.santa-fe.nm.us

ITEM # 17-0520

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "A" attached hereto.

2. 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 and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

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

C. Payment shall be made upon receipt and approval by the City of

detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

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

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

(2) 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, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

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

22. NOTICES

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

City of Santa Fe:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
@C mtg 6/14/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

Exhibit A

Scope of Work for John Shomaker and Associates, Inc.

Work Plan 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

Task 1. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

Task 2. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

Task 1. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

Task 2. Pumping Impacts Analyses (Depletion Calculations)
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

Task 1. Automation of surface water gaging stations
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

Task 2. Monitoring of Living River bypass flows
The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

Task 3. Santa Fe River Seepage Loss Study
During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the…

Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.
The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

Task 5. Santa Fe River Monitoring Report
Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 6. Work Plan Schedule & Budget
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

Task 2. Determine Annual Quantity of Discharge Credit Requested
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

Task 3. Prepare Project Map
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

Task 4. Description of Discharge and Quantification Method
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

Task 6. Notice of Intent to Discharge
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

Task 7. Submit Plan to NMOSE
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

Task 1. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

Task 2. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

Task 3. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

Task 4. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

Task 1. Evaluation methods
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

Task 2. Written Evaluation
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

Task 1. Initial Field Reconnaissance of Lower Santa Fe River
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

Task 2. Development of Monitoring Design
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

Task 3. Technical Support with Modification of Water Quality Standards
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
Attachment 2: JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
Attachment 3: JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

Budget for one-year project (FY 2017-18)

Work Plan 1: Santa Fe River Monitoring & Reporting	$ 40,354
Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support	$ 35,074
Work Plan 3: Santa Fe River Monitoring and Reporting	$ 33,566
Addition of Task 4	$ 31,000
Work Plan 4: Return Flow / Discharge Credit Plan	$ 26,070
Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan	$ 48,290
Work Plan 6: Potential Water Right Purchase Evaluations	$ 26,023
Work Plan 7: Stream Design Flows for Water Quality Standards	$ 33,347
TOTAL	$ 273,724
GRT Cost (8.3125%)	$ 22,753
GRAND TOTAL	$ 296,477

ITEM # 18-0751

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services rendered, a sum not to exceed five hundred forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 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 terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

3. 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:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826600 8

City of Santa Fe Business Registration # 18-00292946

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7

CITY ATTORNEY

APPROVED:

7-3

FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 19.0118

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 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. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include the tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services

rendered, a sum not to exceed six hundred thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

3. 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.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/5/19

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

ITEM # 19-0645

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520; 18-0751

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 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 terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

3. 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. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019
CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(for M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/510300
Business Unit/Line Item

City of Santa Fe, New Mexico

memo

DATE: March 2, 2020

TO: Finance Committee/Public Works Committee/City Council

VIA:
Regina A. Wheeler, Public Works Department Director
John J. Romero, Engineering Division Director
John P. Munoz, Parks and Recreation Department Director

FROM: Melissa A. McDonald, RLA, River and Watershed Manager

Cc: Richard C. Thompson, Parks Division Director

ITEM: Recommendation of approval for a Professional Service Agreement for an on-call vegetative management professional services contract not to exceed $600,000 annually per vendor exclusive of New Mexico Gross Receipts Tax (NMGRT).

BACKGROUND & SUMMARY: The City of Santa Fe River and Watershed Section of the Public Works Department and the Parks Division of the Parks and Recreation Department request approval of an on-call vegetative management professional services contract to address maintenance work required for river, arroyos, drainages, floodplains, parks, open spaces, trails, right of ways, and medians in Santa Fe, New Mexico.

An Invitation to Bid was advertised on January 30, 2020, through a Request to Bid (RFB #' 20/15/B). On February 18, 2020, six proposals were submitted with five bidders qualifying for local preference. The following proponents applied:

OFFEROR	Status
Proscapes, Inc.	1
Seeds of Wisdom, LLC	2
San Isidro Permaculture, Inc.	3
Turnover Home & Lawn Care, LLC	Bid incomplete-no bid bond submitted
Southwest Fire Defense, LLC	Bid incomplete-no bid bond submitted
Cassidy's Landscaping, Inc.	Bid items incomplete

The proposals were evaluated for completeness and alignment with the requests of the RFB, and upon review the evaluation committee selected three companies to provide on-call vegetative management professional services not to exceed $600,000 annually per vendor exclusive of NMGRT. Two companies, Southwest Fire Defense, LLC and Turnover Home and Lawn Care, LLC were disqualified because the bid proposals did not include bid bonds as required by the bid. Cassidy's Landscaping, Inc. also did not provide a complete bid item list and was eliminated.

Given the diversity of potential project needs, the top three companies were deemed a good fit with required skills to complete projects for the City. All of these vendors are recommended to allow the City to have flexibility with projects for which they have proven extensive experience.

We have utilized on-call contracts over the past 10 years for various public works projects and repairs that have involved improvements such as roadways, trail, sidewalk, curb, gutter, ADA curb ramp, and arroyo and drainage system improvements. Individual expenditures using these contracts ranged from $1,000 to $200,000. This has been an effective way to address smaller projects and emergency needs for the City. The Public Works Department River and Watershed Section and the Parks Division shall be able to utilize this on-call contract as needed and as funding is available. This contract is necessary to the City because clearing of drainage channels is required to maintain flows and reduce flooding potential. Additionally, these vegetative management services will be utilized for maintenance such as mowing, weed-eating, brush removal, tree removal, revegetation, herbaceous and woody plant pruning, etc. within the City's medians, open space, trails, and parks.

Both departments have identified minimum annual needs. River and Watershed Section identified $300,000 and the Parks Division identified $500,000 for related operations and deferred-maintenance projects, not including the potential need for emergencies associated with this contract. The Public Works Department and Parks and Recreation Department will budget annual funding for these services. Other departments and divisions such as the Streets and Drainage Division, Facilities Division, and the Engineering Division are likely to utilize this contract as well. Availability of funds for these services will be identified and budgeted as needed. Execution of these agreements does not constitute a promise to purchase any amount of said work. Total compensation under the contracts will not exceed the cap amount of $600,000 per vendor unless the Governing Body approves a cap adjustment and a contract.

ORG/OBJECT CODE: Varies by user
MUNIS CONTRACT NUMBERS: Proscapes, Inc-3201742, Seeds of Wisdom, LLC - 3201743, San Isidro Permaculture, Inc - 3201744

<u>Recommended Actions:</u> Public Works Department recommends Governing Body approval for contract awards for on-call vegetative management professional services not to exceed $600,000 annually per vendor exclusive of NMGRT to the selected three companies:

- **Proscapes Landscape Management, Inc.**
- **Seeds of Wisdom, LLC**
- **San Isidro Permaculture, Inc.**

Attachments: Professional Services Agreement with exhibits
Procurement Checklist
Summary of Contracts

City of Santa Fe New Mexico

Memorandum

DATE: 02/27/2020

TO: **Fran A. Dunaway, Chief Procurement Officer**
FROM: **Melissa A. McDonald River & Watershed Manager**

VIA: **Regina A. Wheeler, Public Works Department Director**
John J. Romero, Engineering Division Director
Cc: **John P. Munoz, Parks and Recreation Department Director**

ITEM: Award of Invitation to Bid # '20/15/B for an on-call vegetative management professional services contract not to exceed $600,000 annually per vendor exclusive of NMGRT.

BACKGROUND AND SUMMARY: On January 30, 2020, the City advertised for an Invitation to Bid (RFB #' 20/15/B). This RFB was for professional services to establish an on-call contract for vegetation management professional services for the maintenance work required for river, arroyos, drainages, floodplains, parks, open spaces, trails, right of ways, and medians in Santa Fe, New Mexico.

The Public Works Department River and Watershed Section and the Parks Division shall be able to utilize this on-call contract as needed and as funding is available. This contract is important to the City because clearing of drainage channels is required to maintain flows and reduce flooding potential. Additionally, these vegetative management services will be utilized for mowing, weed-eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, revegetation, watering, herbaceous and woody plant pruning, excavation, erosion control, stormwater BMPs, fine grading, and the clean-up of the City's medians, open space, trails, and parkland.

Both departments have identified annual needs. Public Works anticipates an annual minimum of $300,000 and the Parks Division anticipates an annual amount of $500,000 for related operations and deferred-maintenance projects, not including the potential need for emergency repairs associated with this contract. The Public Works Department and Parks and Recreation Department will budget annual funding for these services. If approved, the contract could be utilized by other departments and divisions such as Streets and Drainage Division and the Facilities Division.

In response to the RFB, the City received and evaluated six bid proposals. The following proponents applied:

OFFEROR	Status/Rank
Proscapes, Inc.	1
Seeds of Wisdom, LLC	2
San Isidro Permaculture, Inc.	3
Turnover Home & Lawn Care, LLC	Bid incomplete-no bid bond submitted
Southwest Fire Defense, LLC	Bid incomplete-no bid bond submitted
Cassidy's Landscaping, Inc.	Bid items incomplete

EVALUATION COMMITTEE DELIBERATIONS: The committee applied the following criteria to all the proponents:

- Completeness of bid proposal
- Cost comparison of the bid items
- Knowledge of services required
- Past work within the City

Five of the six proposals met the local preference requirements. The evaluation committee selected three companies to provide on-call vegetative management professional services not to exceed $600,000 annually per vendor exclusive of NMGRT. Two companies, Southwest Fire Defense, LLC and Turnover Home and Lawn Care, LLC were disqualified because the bid proposals did not include bid bonds as required by the bid. Cassidy's Landscaping, Inc. also did not provide a complete bid item list and was eliminated.

Based on the evaluation performed, the highest rated proposal received was from Proscape Landscape Management, LLC. Committee members noted overall cost competitiveness of many bid items and past performance with the Parks Division.

The second highest ranked proposal was received from Seeds of Wisdom, LLC. Committee members noted areas of competitive pricing specifically with larger tree removal, past experience with both the Parks Division and River and Watershed Section, and multiple required certifications of the company.

The third highest ranked proposal was received from San Isidro Permaculture, Inc. Committee members noted areas of competitive pricing with bid items specifically small tree removal, clearing and grubbing, mowing and weed eating, past experience with the River and Watershed Section and good knowledge of work within the watershed.

RESULT: The committee deliberated and reached the consensus that the following companies' proposals clearly demonstrated their ability to meet the City's needs and should be awarded contracts: 1) Proscapes Landscape Management, Inc. 2) Seeds of Wisdom, LLC 3) San Isidro Permaculture, Inc.

As a member of the evaluation committee for RFB '20/15/B, I concur with the recommendation and summary stated in this report.

2/20/2020

Melissa A. McDonald, River and Watershed Manager

3.2.2020

Richard C. Thompson, Parks Division Director

2/28/2020

J. Sam Burnett, Public Works Property Maintenance Manager

RECOMMENDED ACTION: Public Works Department requests Governing Body approval for contract awards for on-call vegetative management professional services not to exceed $600,000 annually per vendor exclusive of NMGRT **to** the selected three companies: Proscapes Landscape Management, Seeds of Wisdom, and San Isidro Permaculture.

City of Santa Fe Contract
On-Call Vegetation Management Services for the Public Works Department River Watershed Section and the Parks Division

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **San Isidro Permaculture, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Agreement Administrator" means the individual appointed by the City to administer the Price Agreement.

B. "Products and Services Schedule" refers to the complete list of 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.

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

D. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

E. "You" and "your" refers **San Isidro Permaculture, Inc.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall provide On-Call Vegetation Management service work for the City of Santa Fe Public Works Department River and Watershed Section and the Parks Division including, but not limited to:

1) On-Call Contract for Vegetation Management Services for the maintenance work required for City of Santa River, Arroyos, Drainages, Floodplains, Parks, Open Spaces, Trails, Right of Ways and Medians in Santa Fe, New Mexico. This work will include – but is not limited to, mowing, weed-eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying (with approval from the City's Integrated Pest Manager), excavation, erosion control, stormwater BMPs, fine grading, clean-up and green waste / waste disposal.

2) The Contractor shall be required to provide on-call Vegetation Management Services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue

a written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form), cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

3) City of Santa Fe Public Works Department River and Watershed Section employees shall be able to utilize this On-Call Contract as needed and as funding is available. All other City of Santa Fe departments and divisions outside of the River and Watershed Section will only be authorized to utilize this On-Call Contract with prior, written approval of the scope of work, from the River and Watershed Section Manager, before commencing any work applicable to this On-Call Contract.

4) Contractor is responsible for all required permits and licenses required to perform this work. This may include, but is not limited to, the Contractor being licensed with a GB-98 (General Building) License, a Registered Landscape Architect, Urban Forester, Licensed Arborist.

5) Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, to NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

6) Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

7) Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

See attached proposal and bid sheet from the Contractor dated February 18, 2020 and marked Exhibit "A" attached hereto and made a part thereof.

3. **Compensation**

The City shall pay the Contractor for on-call services performed based upon a time and materials basis not to exceed each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call Vegetation Management Services		$600,000.00

The total compensation under this Agreement shall not exceed **$650,625.00 – Including Applicable New Mexico gross receipts tax (8.4375%).**

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. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement.

C. 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 **6/30/2024**. This Agreement shall not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) 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**

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval 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. Commercial General Liability insurance shall be written on an occurrence basis and be a 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.

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.

Melissa A. McDonald, River and Watershed Manager
City of Santa Fe, Public Works Dept, River and Watershed Section
mamcdonald@santafenm.gov
505-955-6840
PO Box 909 Santa Fe, New Mexico 87504

To Contractor:
San Isidro Permaculture, Inc
29 Hidden Valley Road
Santa Fe, New Mexico 87505

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, CITY MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
San Isidro Permaculture, Inc.

Jeremiah Kidd
Jeremiah Kidd
President

DATE: June 24, 2020

CRS# 02-499137-006
Registration # 225303

CITY ATTORNEY'S OFFICE:

MDM 2/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: Various

CITY OF SANTA FE BID
FORM BID # 20/15/B

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **three (3) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (X) All specifications, terms and conditions are met.
b. ()Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Jeremiah Kidd 505-501-4769
29 Hidden Valley Rd
Santa Fe, NM 87505

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

14 calendar days.

Bidder SHALL INCLUDE descriptive material such as charts, plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

San Isidro Permaculture Inc
Firm

29 Hidden Valley Rd, Santa Fe, NM 87505
Address

Authorized Signature

Jeremiah T. Kidd
Print Name

President
Position

505-983-3841
Phone Number

505-922-3201
Fax Number

February 15, 2020
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): LIS5 1335600

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bid Items	Unit	Unit Price	Total
Brush Removal - 25% Ground Cover	1 SQYD	$32.77	$32.77
Brush Removal - 50% Ground Cover	1 SQYD	$37.45	$37.45
Brush Removal - 75% Ground Cover	1 SQYD	$42.13	$42.13
Brush Removal - 100% Ground Cover	1 SQYD	$46.81	$46.81
Shrubs, Perennials & Grass Removal - 25% Ground Cover	1 SQYD	$32.77	$32.77
Shrubs, Perennials & Grass Removal - 50% Ground Cover	1 SQYD	$37.45	$37.45
Shrubs, Perennials & Grass Removal - 75% Ground Cover	1 SQYD	$42.14	$42.14
Shrubs, Perennials & Grass Removal - 100% Ground Cover	1 SQYD	$46.81	$46.81
Mowing	1 SQYD	$0.12	$0.12
Weed-Eating	1 SQYD	$0.53	$0.53
Tree Removal 0"-3" DBH	1	$13.14	$13.14
Tree Removal 4" - 7" DBH	1	$26.28	$26.28
Tree Removal 8" - 9" DBH	1	$52.55	$52.55
Tree Removal 10" - 12" DBH	1	$210.22	$210.22
Tree Removal 13" - 16" DBH	1	$420.43	$420.43
Tree Removal 17" - 24" DBH	1	$630.65	$635.65
Tree Removal 25" - 30" DBH	1	$2,990.26	$2,990.26
Tree Removal 31" - 36" DBH	1	$3,982.42	$3,982.42
Tree Removal 37" - 42" DBH	1	$4,478.50	$4,478.50
Tree Removal 43" - 48" DBH	1	$4,726.54	$4,726.54

Rates for Miscellaneous Services				
Mobilization - Staging Area	1	$440.38	$440.38	
Clean Up - Staging Area	1	$440.38	$440.38	
Clear and Grubbing	1 SQYD	$2.69	$2.69	
Pruning Herbaceous Plants	1 SQYD	$31.20	$31.20	
Pruning Woody Plants	1 SQYD	$46.82	$46.82	
Re-Vegetation Seeding	1000 SQFT	$380	$380	
Establishment Watering - Seeding	1000 SQFT	$900	$900	Per 1/4" Water
Fertilization	1 SQYD	$1.24	$1.24	
Spraying (IPM Approved)	1 SQYD	$1.24	$1.24	
Stump Grinding	1	$642.84	$642.84	Per 20-28" Tre
Chipping	2	$465.08	$465.08	
Green Waste Tipping Fee	1	$645.12	$645.12	
General Waste Tipping Fee	1	$714.02	$714.02	
Diagnosis, project estimates, and troubleshooting – Hourly Rate	1	$65	$65	
Port-A-Potty	1 Week	$172.25	$172.25	
~~% Markup on all miscellaneous materials~~	~~———~~	~~30%~~	~~30%~~	N/A

% Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered		0	0

Wage Rates for Projects Under $60,000.00			
Superintendent – Regular Hourly Rate	1	$65	$65
Superintendent – Overtime Hourly Rate	1	$97.50	$97.50
Journeyman or Experienced Worker – Regular Hourly Rate	1	$45	$45
Journeyman or Experienced Worker – Overtime Hourly Rate	1	$67.50	$67.50
Laborer – Regular Hourly Rate	1	$40	$40
Laborer – Overtime Hourly Rate	1	$60	$60
Wage Rates for Projects Over $60,000.00			
Superintendent – Regular Hourly Rate	1	$65	$65
Superintendent – Overtime Hourly Rate	1	$97.50	$97.50
Journeyman or Experienced Worker – Regular Hourly Rate	1	$45	$45
Journeyman or Experienced Worker – Overtime Hourly Rate	1	$67.50	$67.50
Laborer – Regular Hourly Rate	1	$40	$40
Laborer – Overtime Hourly Rate	1	$60	$60

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE San Isidro Permaculture, Inc.
29 Hidden Valley Road, Santa Fe, NM 87505
as Principal, hereinafter called the Principal, and Old Republic Surety Company
P. O. Box 1635, Milwaukee, WI 53201-1635
a corporation duly organized under the laws of the State of WI
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Santa Fe
200 Lincoln Ave. RM 122, Santa Fe, NM 87501
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFB #20/15/B On-Call Vegetation Services, Santa Fe, NM.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of February , 2020

(Witness)

San Isidro Permaculture, Inc.
(Principal) (Seal)
By: President
(Title)

Client Service Agent (Witness)

Old Republic Surety Company
(Surety) (Seal)
By: Susan D. Martin
Attorney-in-Fact Susan D. Martin (Title)

SUPPLEMENT TO BID FORMS
(00 4300-4500)

(00 4313) BID SECURITY FORM

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

DATE: February 17, 2020

Jeremiah Kidd
Owner's Representative or Governing Authority

THIS FORM MUST ACCOMPANY THE BID BOND

THIS FORM MUST BE
USED BY SURETY

(00 4517) AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

Susan D. Martin being first duly sworn deposes and says:

that he is the duly appointed agent for Old Republic Surety Company and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the State of New Mexico

in connection with the construction of RFB #20/15/B On-Call Vegetation Services. Santa Fe, NM.

dated 18th day of February 20 20, executed by

San Isidro Permaculture, Inc.

contractor, as principal and Old Republic Surety Company, as surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.

Susan D. Martin

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo, this 7th day of February 20 20.

Notary Public

Alexandria Gonzales

My Commission expires: February 8, 2023

Agent's Address: HUB International Insurance Services Inc.

PO Box 90756 Albuquerque, NM 87199

Telephone: 505-828-4000

OFFICIAL SEAL
Alexandria Gonzales
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: February 8, 2023

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL T. BYRD, DAVID C. MITCHIE, SUSAN D. MARTIN, THOMAS M. PADILLA, OF ALBUQUERQUE, NM

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of JUNE, 2019.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of JUNE, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51-1943

Signed and sealed at the City of Brookfield, WI this 7TH day of February 2020.

Assistant Secretary

HUB INT'L INSURANCE SVCS INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID

(00 4518) SUBCONTRACTOR LISTING

Note: A subcontractor that submits a bid valued at more than fifty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department. For this project, list below all subcontractors with more than $5,000 work.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION #	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT
Rocky Mountain Pest Control	Tim Blevins	PO Box 751 Springer, NM	575-483 5059	63346		Kaye Goodyear

(00 4518) SUBCONTRACTOR LISTING

Note: A subcontractor that submits a bid valued at more than fifty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department. For this project, list below all subcontractors with more than $5,000 work.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION #	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT
Arborist, Very Good Tree Service, Ryan Brenteson, 729 Baca St. 87505. 505-819-3649. Live eve #: 224355. Dept. Labor Account #10036533						

(00 4519) NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Newmexico)
)ss.
COUNTY OF Santa Fe)

Jeremiah Kidd being first duly sworn, deposes and says that:

1) He is the President of San Isidro Permaculture Inc the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [signature]

Title: President

Subscribed and sworn to before me this 18th day of February 2020

Notary Public [signature]

My Commission expires: 1.7.21

OFFICIAL SEAL
CAROLYN AGARD
Notary Public
State of New Mexico
My Comm. Expires 1-7-21

(00 4533) CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: Jeremiah Kidd
Title: President

Subscribed and sworn to before me this 18th day of February, 2020

Notary Public

My Commission expires: 1.7.21

(00 4546) CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: San Isidro Permaculture Inc

Address: 29 Hidden Valley Rd
Santa Fe, NM 87505

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

X Yes _____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

X Yes _____ No

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

Jeremiah T. Kidd, President
Name and Title of Signer (please type)

Signature

February 15, 2020
Date

Gary Johnson
Governor

Kelly S. Ward
Superintendent

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT

CONSTRUCTION INDUSTRIES DIVISION

Robert Unthank
Director

725 St. Michael's Drive
Santa Fe, New Mexico 87501

SAN ISIDRO PERMACULTURE INC.

This is to certify that:

PERMANENT LICENSE #87665

Located at: *1517 Camino Sierra Vista; Santa Fe, NM 87501*

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification of :

GB98

And to permit or contract projects singly in New Mexico of a dollar amount of up to:

$1,000,000

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

October 21, 2002

Signature of Contractor

Robert Unthank
Director

NOTE: This Certificate is now and saall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This license is not transferable.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **SAN ISIDRO PERMACULTURE INC**

DBA: **SAN ISIDRO PERMACULTURE, INC**
29 HIDDEN VALLEY RD
SANTA FE, NM 87505-8141

Expires: **04-Sep-2021**

Certificate Number:

L1551335600

John Monforte, *Acting Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

SANISID-01 LQUINTANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2020

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 San Isidro Permaculture Inc 29 Hidden Valley Rd Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Depositors Insurance Company — 42587 INSURER B : Nationwide Mutual Insurance Company — 23787 INSURER C : New Mexico SW Casualty Co 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			ACPGLDO7266340980	9/30/2019	9/30/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			ACPBAPC7266340980	9/30/2019	9/30/2020	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		81410107	1/23/2020	1/23/2021	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Leased/Rented Equip			ACPCIM72466340980	9/30/2019	9/30/2020	$1000 ded		100,000

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert M Cadwell

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Signature: Jeremiah Kidd
Jeremiah Kidd (Jun 23, 2020 19:48 MDT)

Email: jeremiah@sipermaculture.com

20-15-B SIP SIGN THIS ONE

Final Audit Report 2020-06-24

Created:	2020-06-24
By:	Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPf6wDej2hXmkW4u3lqLy01LjRiVZBMPi

"20-15-B SIP SIGN THIS ONE" History

Document created by Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
2020-06-24 - 0:47:32 AM GMT- IP address: 63.232.20.2

Document emailed to Jeremiah Kidd (jeremiah@sipermaculture.com) for signature
2020-06-24 - 0:48:25 AM GMT

Email viewed by Jeremiah Kidd (jeremiah@sipermaculture.com)
2020-06-24 - 1:46:43 AM GMT- IP address: 74.125.212.53

Document e-signed by Jeremiah Kidd (jeremiah@sipermaculture.com)
Signature Date: 2020-06-24 - 1:48:54 AM GMT - Time Source: server- IP address: 162.72.190.134

Signed document emailed to Jeremiah Kidd (jeremiah@sipermaculture.com), Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us) and Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2020-06-24 - 1:48:54 AM GMT

City of Santa Fe Contract
On-Call Vegetation Management Services for the Public Works Department River Watershed Section and the Parks Division

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Steamer Inc., dba Proscapes Landscape Management** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Agreement Administrator" means the individual appointed by the City to administer the Price Agreement.

B. "Products and Services Schedule" refers to the complete list of 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.

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

D. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

E. "You" and "your" refers **Steamer Inc., dba Proscapes Landscape Management** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall provide On-Call Vegetation Management service work for the City of Santa Fe Public Works Department River and Watershed Section and the Parks Division including, but not limited to:

1) On-Call Contract for Vegetation Management Services for the maintenance work required for City of Santa River, Arroyos, Drainages, Floodplains, Parks, Open Spaces, Trails, Right of Ways and Medians in Santa Fe, New Mexico. This work will include – but is not limited to, mowing, weed-eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying (with approval from the City's Integrated Pest Manager), excavation, erosion control, stormwater BMPs, fine grading, clean-up and green waste / waste disposal.

2) The Contractor shall be required to provide on-call Vegetation Management Services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue

a written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form), cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

3) City of Santa Fe Public Works Department River and Watershed Section employees shall be able to utilize this On-Call Contract as needed and as funding is available. All other City of Santa Fe departments and divisions outside of the River and Watershed Section will only be authorized to utilize this On-Call Contract with prior, written approval of the scope of work, from the River and Watershed Section Manager, before commencing any work applicable to this On-Call Contract.

4) Contractor is responsible for all required permits and licenses required to perform this work. This may include, but is not limited to, the Contractor being licensed with a GB-98 (General Building) License, a Registered Landscape Architect, Urban Forester, Licensed Arborist.

5) Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, to NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

6) Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

7) Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

See attached proposal and bid sheet from Contractor dated February 18, 2020 and marked Exhibit "A" attached hereto and made a part thereof.

3. **Compensation**

The City shall pay the Contractor for on-call services performed based upon a time and materials basis not to exceed each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call Vegetation Management Services		$600,000.00

The total compensation under this Agreement shall not exceed **$650,625.00 – Including Applicable New Mexico gross receipts tax (8.4375%).**

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. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement.

C. 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 **6/30/2024**. This Agreement shall not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) 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**

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval 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. Commercial General Liability insurance shall be written on an occurrence basis and be a 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.

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.

Melissa A. McDonald, River and Watershed Manager
City of Santa Fe, Public Works Dept, River and Watershed Section
mamcdonald@santafenm.gov
505-955-6840
PO Box 909 Santa Fe, New Mexico 87504

To Contractor:
Steamer Inc, dba Proscapes Landscape Management
1512 Pacheco St. Suite A202
Santa Fe, New Mexico
87594-3672

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,
CITY MAYOR

DATE:_____

CONTRACTOR:
Steamer Inc, dba Proscapes Landscape Management

Sean Gabriel
_____
Sean Gabriel,
President

DATE:_____

CRS#03-199079-7
Registration #121524

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

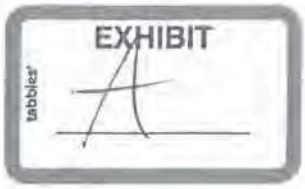
CITY ATTORNEY'S OFFICE:

2/24/10
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: Various



CITY OF SANTA FE BID FORM
BID # 20/15/B

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **three (3) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (✓) All specifications, terms and conditions are met.
b. ()Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Sean Gabriel (505-721-6063)
1512 Pacheco St. Suite A202
Santa Fe, NM 87505

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

_____1_____ calendar days.

Bidder SHALL INCLUDE descriptive material such as charts, plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Streamer Inc. dba Proscape Landscape Management
Firm

1512 Pacheco St. Suite A202 Santa Fe, NM 87505
Address

Authorized Signature

Sean Gabriel
Print Name

Dir. of Operations
Position

505-721-6063
Phone Number

505-982-0432
Fax Number

2/12/20
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): L0906390192

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bid Items	Unit	Unit Price	Total
Brush Removal - 25% Ground Cover	1 SQYD	1.30	1.30
Brush Removal - 50% Ground Cover	1 SQYD	2.35	2.35
Brush Removal - 75% Ground Cover	1 SQYD	2.45	2.45
Brush Removal - 100% Ground Cover	1 SQYD	2.80	2.80
Shrubs, Perennials & Grass Removal - 25% Ground Cover	1 SQYD	1.30	1.30
Shrubs, Perennials & Grass Removal - 50% Ground Cover	1 SQYD	2.25	2.25
Shrubs, Perennials & Grass Removal - 75% Ground Cover	1 SQYD	2.90	2.90
Shrubs, Perennials & Grass Removal - 100% Ground Cover	1 SQYD	3.00	3.00
Mowing	1 SQYD	.22	.22
Weed-Eating	1 SQYD	.29	.29
Tree Removal 0"-3" DBH	1	168.-	168.-
Tree Removal 4" - 7" DBH	1	320.-	320.-
Tree Removal 8" - 9" DBH	1	460.-	460.-
Tree Removal 10" - 12" DBH	1	590.-	590.-
Tree Removal 13" - 16" DBH	1	750.-	750.-
Tree Removal 17" - 24" DBH	1	1,390.-	1,390.-
Tree Removal 25" - 30" DBH	1	2,650.-	2,650.-
Tree Removal 31" - 36" DBH	1	2,980.-	2,980.-
Tree Removal 37" - 42" DBH	1	3,2100.-	3,2100.-
Tree Removal 43" - 48" DBH	1	3,580.-	3,580.-

Rates for Miscellaneous Services			
Mobilization - Staging Area	1	300.- P/month	
Clean Up - Staging Area	1	150.- P/month	
Clear and Grubbing	1 SQYD	3.75	3.75
Pruning Herbaceous Plants	1 SQYD	2.75	2.75
Pruning Woody Plants	1 SQYD	1.45	1.45
Re-Vegetation Seeding	1000 SQFT	785.-	785.-
Establishment Watering - Seeding	1000 SQFT	575.- P/week	
Fertilization	1 SQYD	.40	.40
Spraying (IPM Approved)	1 SQYD	.44	.44
Stump Grinding	1	350.-	350.-
Chipping	1	125 P/hour	
Green Waste Tipping Fee	1	135.00 P/load	
General Waste Tipping Fee	1	168.- P/trvck	
Diagnosis, project estimates, and troubleshooting – Hourly Rate	1	20.00	20.00
Port-A-Potty	1 Week	89.-	89.-
~~% Markup on all miscellaneous materials~~		Ø	Ø

% Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered		Ø	Ø

Wage Rates for Projects Under $60,000.00			105.-
Superintendent – Regular Hourly Rate	1	105.-	105.-
Superintendent – Overtime Hourly Rate	1	105.-	105.-
Journeyman or Experienced Worker – Regular Hourly Rate	1	55.-	55.-
Journeyman or Experienced Worker – Overtime Hourly Rate	1	70.-	70.-
Laborer – Regular Hourly Rate	1	35.-	35.-
Laborer – Overtime Hourly Rate	1	45.-	45.-
Wage Rates for Projects Over $60,000.00			
Superintendent – Regular Hourly Rate	1	105.-	105.-
Superintendent – Overtime Hourly Rate	1	105.-	105.-
Journeyman or Experienced Worker – Regular Hourly Rate	1	55.-	55.-
Journeyman or Experienced Worker – Overtime Hourly Rate	1	70.-	70.-
Laborer – Regular Hourly Rate	1	36.-	36.-
Laborer – Overtime Hourly Rate	1	46.-	46.-

Brown & Brown
INSURANCE®

February 12, 2020

City of Santa Fe
Purchasing Office
City of Santa Fe
200 Lincoln Ave. Room 122
Santa Fe, NM 87501

Dear Ms. Melissa McDonald,

Enclosed please find the bid bonds for Steamer, Inc. dba Proscape Landscape Management.

We did one bond for $300,000 for the Parks and Recreation division and did the second bond for another $300,000 for Roadyways, Trail & Engineering Public Works Department for a total of $600,000 on the bonds.

Please let me know if you have any questions.

Sincerely,

Amy L. Perez, CIC, CISR, ACSR
Santa Fe Operations Leader
Brown & Brown of New Mexico, Inc.

Brown & Brown INSURANCE

Amy L. Perez, CIC, CISR, ACSR
Team Leader

1660 Old Pecos Trail, Suite D
Santa Fe, NM 87505
Phone: (505) 455-7355 • Fax: (505) 455-7055
Email: aperez@bbnm.com

Brown & Brown of New Mexico
1660 Old Pecos Trail Suite D
Santa Fe, NM 87505
Phone – 505-455-7355 / Fax 505-455-7055
Cell phone – 505-204-1129

Liberty Mutual SURETY

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Steamer, Inc. dba Proscape Landscape Management

of Santa Fe, NM

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company , with its principal office in the City of Keene , New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Santa Fe Roadways, Trails & Engineering Public Works Department

of Santa Fe, NM

(hereinafter called the Obligee) in the penal sum of

Three Hundred Thousdand Dollars

Dollars $ 300,000.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated 02/18/2020 for

On call vegetation services

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: 02/12/2020

Steamer, Inc. dba Proscape Landscape Management
(Principal)

By: _____
Kristen Vernon / President

The Ohio Casualty Insurance Company

By: _____
(Attorney-in-Fact)

S-137-Rev.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202991-969740

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kimberlee Haines, Venessa Kim, Lorenzo Lucero, Shane Neal, J. Connor Payne, Amy Perez, Yolanda Vigil

all of the city of Albuquerque state of NM each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of January, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of Feb., 2020

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual SURETY

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Steamer, Inc. dba Proscape Landscape Management

of Santa Fe, NM

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company , with its principal office in the City of Keene , New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Santa Fe Parks & Recreation Division

of Santa Fe, NM

(hereinafter called the Obligee) in the penal sum of

Three Hundred Thousdand Dollars

Dollars $ 300,000.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated 02/18/2020 for

On call vegetation services

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: 02/12/2020

Steamer, Inc. dba Proscape Landscape Management
(Principal)

By: _____
Kristen Vernon / President

The Ohio Casualty Insurance Company

By: _____
(Attorney-in-Fact)

S-137-Rev.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202991-969740

POWER OF ATTORNEY

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all of the city of Albuquerque state of NM each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of January, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of Feb. 2020

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SUPPLEMENT TO BID FORMS
(00 4300-4500)

(00 4313) BID SECURITY FORM

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

_____ DATE:

Owner's Representative or Governing Authority

THIS FORM MUST ACCOMPANY THE BID BOND

SEE ATTACHED BONDS

THIS FORM MUST BE USED BY SURETY

(00 4517) AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

Amy L. Perez
sworn deposes and says: being first duly

that he is the duly appointed agent for
The Ohio Casualty Insurance Company
and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the State of New Mexico

in connection with the construction of
On call vegetation services

dated February day of 12 , 2020 executed by
Steamer, Inc. dba Proscape Landscape Management

contractor, as principal and The Ohio Casualty Insurance Company , as surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.

Amy L Perez
AGENT - AMY L. PEREZ

Subscribed and sworn to before me, a notary public in and for the County of Santa Fe , this 12th day of February , 2020 .

My Commission expires: 7/29/2023

Agent's Address: 1660 Old Pecos Trail Suite D
Santa Fe, NM 87505

Telephone: 505-455-7355

Madrid
NOTARY SIGNATURE

OFFICIAL SEAL
Yvonne A. Madrid
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 7/29/2023

(00 4518) SUBCONTRACTOR LISTING

Note: A subcontractor that submits a bid valued at more than fifty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department. For this project, list below all subcontractors with more than $5,000 work.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION #	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT

(00 4519) NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF New Mexico)
COUNTY OF Santa Fe)ss.
)

Sean Gabriel, being first duly sworn, deposes and says that:

1) He is the Director of Operations of Steamer Inc dba Proscape Landscape Management the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: [signature]

Title: Director of Operations

Subscribed and sworn to before me this 12th day of February 2020

[signature]
Notary Public

My Commission expires: 7/29/2023

(00 4546) CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: Steamr Inc dba Prescape Landscape Management

Address: 1512 Pacheco St Suite A202

Santa Fe, NM 87505

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

_____ Yes _____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

_____ Yes _____ No

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

Sean Gabriel, Dir of Operations

Name and Title of Signer (please type)

Signature

2/12/20

Date

(00 4533) CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____

Title: Director of Operations

Subscribed and sworn to before me this 12th day of February 2020

Notary Public

My Commission expires: 7/29/2023

OFFICIAL SEAL
Yvonne A. Madrid
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 7/29/2023

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **STEAMER, INC.**

DBA: **PROSCAPE LANDSCAPE MANAGEMENT**
1512 PACHECO ST STE A202
SANTA FE, NM 87505-5104

Expires: **04-Feb-2023**

Certificate Number:

L0906390192

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/12/2020

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	CONTACT NAME: Amy Perez CIC CISR ACSR	
Brown & Brown Insurance of New Mexico, Inc. 1660 Old Pecos Trail Suite D Santa Fe NM 87505	PHONE (A/C, No, Ext): (505) 455-7355	FAX (A/C, No):
	E-MAIL ADDRESS: aperez@bbnm.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Ohio Security Insurance Company	24082
INSURER B:	The Ohio Casualty Insurance Company	24074
INSURER C:	New York Marine And General Insurance Company	
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Steamer Inc Proscape Landscape Management Santa Fe Ecowood P
1512 Pacheco St Ste A202
Santa Fe NM 87505

COVERAGES **CERTIFICATE NUMBER:** 19/20 GL 20/21 WC **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BKS60132808	09/01/2019	09/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAS60132808	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			USO60132808	09/01/2019	09/01/2020	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC100-0006124	01/01/2020	01/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kara Dominguez

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Signature: Sean Gabriel (Jun 23, 2020 14:19 MDT)

Email: office@proscapenm.com

20-15-B ProScapes

Final Audit Report 2020-06-23

Created:	2020-06-23
By:	Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlafl6e84wS-M1Nfydc2hEhh1A2eiJH4h

"20-15-B ProScapes" History

Document created by Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
2020-06-23 - 7:31:14 PM GMT- IP address: 63.232.20.2

Document emailed to Sean Gabriel (office@proscapenm.com) for signature
2020-06-23 - 7:32:13 PM GMT

Email viewed by Sean Gabriel (office@proscapenm.com)
2020-06-23 - 7:50:17 PM GMT- IP address: 76.127.29.30

Document e-signed by Sean Gabriel (office@proscapenm.com)
Signature Date: 2020-06-23 - 8:19:45 PM GMT - Time Source: server- IP address: 76.113.116.6

Signed document emailed to Sean Gabriel (office@proscapenm.com), Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us) and Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
2020-06-23 - 8:19:45 PM GMT

City of Santa Fe Contract
On-Call Vegetation Management Services for the Public Works Department River Watershed Section and the Parks Division

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Agreement Administrator" means the individual appointed by the City to administer the Price Agreement.

B. "Products and Services Schedule" refers to the complete list of 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.

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

D. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

E. "You" and "your" refers **Seeds of Wisdom** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall provide On-Call Vegetation Management service work for the City of Santa Fe Public Works Department River and Watershed Section and the Parks Division including, but not limited to:

1) On-Call Contract for Vegetation Management Services for the maintenance work required for City of Santa River, Arroyos, Drainages, Floodplains, Parks, Open Spaces, Trails, Right of Ways and Medians in Santa Fe, New Mexico. This work will include – but is not limited to, mowing, weed-eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying (with approval from the City's Integrated Pest Manager), excavation, erosion control, stormwater BMPs, fine grading, clean-up and green waste / waste disposal.

2) The Contractor shall be required to provide on-call Vegetation Management Services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue a written Task Order to the Contractor detailing the services required. Upon

receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form), cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

3) City of Santa Fe Public Works Department River and Watershed Section employees shall be able to utilize this On-Call Contract as needed and as funding is available. All other City of Santa Fe departments and divisions outside of the River and Watershed Section will only be authorized to utilize this On-Call Contract with prior, written approval of the scope of work, from the River and Watershed Section Manager, before commencing any work applicable to this On-Call Contract.

4) Contractor is responsible for all required permits and licenses required to perform this work. This may include, but is not limited to, the Contractor being licensed with a GB-98 (General Building) License, a Registered Landscape Architect, Urban Forester, Licensed Arborist.

5) Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, to NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

6) Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

7) Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

See attached proposal and bid sheet from the Contractor dated February 18, 2020 and marked Exhibit "A" attached hereto and made a part thereof.

3. **Compensation**

The City shall pay the Contractor for on-call services performed based upon a time and materials basis not to exceed each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call Vegetation Management Services		$600,000.00

The total compensation under this Agreement shall not exceed **$650,625.00 – Including Applicable New Mexico gross receipts tax (8.4375%).**

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. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement.

C. 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 **6/30/2024**. This Agreement shall not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) 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**

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval 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. Commercial General Liability insurance shall be written on an occurrence basis and be a 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.

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.

Melissa A. McDonald, River and Watershed Manager
City of Santa Fe, Public Works Dept, River and Watershed Section
mamcdonald@santafenm.gov
505-955-6840
PO Box 909 Santa Fe, New Mexico 87504

To Contractor:
Seeds of Wisdom, LLC
PO Box 33672
Santa Fe, New Mexico
87594-3672

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,
CITY MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL,
CITY CLERK

CONTRACTOR:
Seeds of Wisdom, LLC

Athena Beshur
Athena Beshur,
President

DATE: June 23, 2020

CRS# 03-178159-00-4
Registration # 233886

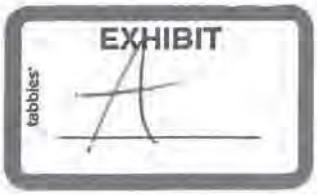
CITY ATTORNEY'S OFFICE:

2/27/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: Various



CITY OF SANTA FE BID FORM
BID # 20/15/B

EXCEPTIONS TO SPECIFICATIONS
Bidder is required to return **three (3) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (✔) All specifications, terms and conditions are met.
b. ()Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES
Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Athena Beshur, PO Box 33672, Santa Fe, NM 87594

505-920-2455, plants@sowsfe.com

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

0 - 14 calendar days.

Bidder SHALL INCLUDE descriptive material such as charts, plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Seeds of Wisdom, LLC

Firm

PO Box 33672, Santa Fe, NM 87594

Address

Authorized Signature

Athena Beshur

Print Name

Principal Urban Forestry Designer, ISA certified arborist, owner

Position

505-920-2455

Phone Number

Fax Number

February 6, 2020

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): L0605547184

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Seeds of Wisdom, LLC price sheet **February 20, 2020**

Bid Items		Unit	Unit Price	Total
Brush Removal - 25% Ground Cover		1 SQYD	$20.00	$20.00
Brush Removal - 50% Ground Cover		1 SQYD	$20.00	$20.00
Brush Removal - 75% Ground Cover		1 SQYD	$30.00	$30.00
Brush Removal - 100% Ground Cover		1 SQYD	$40.00	$40.00
Shrubs, Perennials & Grass Removal - 25% Ground Cover		1 SQYD	$10.00	$10.00
Shrubs, Perennials & Grass Removal - 50% Ground Cover		1 SQYD	$15.00	$15.00
Shrubs, Perennials & Grass Removal - 75% Ground Cover		1 SQYD	$20.00	$20.00
Shrubs, Perennials & Grass Removal - 100% Ground Cover		1 SQYD	$30.00	$30.00
Mowing		1 SQYD	$0.75	$0.75
Weed-Eating		1 SQYD	$0.75	$0.75
Tree Removal 0"-3" DBH	with root removal	1	$40.00	$40.00
Tree Removal 4" - 7" DBH	with root removal	1	$80.00	$80.00
Tree Removal 8" - 9" DBH	with root removal	1	$125.00	$125.00
Tree Removal 10" - 12" DBH	possible root removal	1	$250.00	$250.00
Tree Removal 13" - 16" DBH		1	$325.00	$325.00
Tree Removal 17" - 24" DBH		1	$550.00	$550.00
Tree Removal 25" - 30" DBH		1	$750.00	$750.00
Tree Removal 31" - 36" DBH		1	$1,000.00	$1,000.00
Tree Removal 37" - 42" DBH		1	$1,500.00	$1,500.00
Tree Removal 43" - 48" DBH		1	$1,750.00	$1,750.00

NOTE: tree removal rate may not include disposal, crane (if needed for safety) or chipping fees

Rates for Miscellaneous Services				
Mobilization - Staging Area		1	$120.00	$120.00
Clean Up - Staging Area		1	$120.00	$120.00
Clear and Grubbing		1 SQYD	$30.00	$30.00
Pruning Herbaceous Plants		1 SQYD	$25.00	$25.00
Pruning Woody Plants	small tree pruning	1 SQYD	$80.00	$80.00
Re-Vegetation Seeding		1000 SQFT	$525.00	$525.00
Establishment Watering - Seeding		1000 SQFT	$120.00	$120.00
Fertilization		1 SQYD	$0.50	$0.50
Spraying (IPM Approved)		1 SQYD	$17.00	$17.00
Stump Grinding		1	$550.00	$550.00
Chipping		1	$340.00	$340.00
Green Waste Tipping Fee		1	$295.00	$295.00
General Waste Tipping Fee		1	$330.00	$330.00
Diagnosis, project estimates, and troubleshooting – Hourly Rate		1	$65.00	$65.00
Port-A-Potty		1 Week	$80.00	$80.00
~~% Markup on all miscellaneous materials~~ Omit		—	—	—

% Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered		$0.00	$0.00

	Wage Rates for Projects Under $60,000.00			
	Superintendent – Regular Hourly Rate	1	$65.00	$65.00
	Superintendent – Overtime Hourly Rate	1	$80.00	$80.00
*	Journeyman or Experienced Worker – Regular Hourly Rate	1	$96.00	$96.00
*	Journeyman or Experienced Worker – Overtime Hourly Rate	1	$144.00	$144.00
	Laborer – Regular Hourly Rate	1	$40.00	$40.00
	Laborer – Overtime Hourly Rate	1	$55.00	$55.00
	Wage Rates for Projects Over $60,000.00			
	Superintendent – Regular Hourly Rate	1	$65.00	$65.00
	Superintendent – Overtime Hourly Rate	1	$80.00	$80.00
*	Journeyman or Experienced Worker – Regular Hourly Rate	1	$96.00	$96.00
*	Journeyman or Experienced Worker – Overtime Hourly Rate	1	$144.00	$144.00
	Laborer – Regular Hourly Rate	1	$40.00	$40.00
	Laborer – Overtime Hourly Rate	1	$55.00	$55.00

* Tree Climber

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Seeds of Wisdom LLC

PO Box 33672, Santa Fe, NM 87594

as Principal, hereinafter called the Principal, and Old Republic Surety Company

P. O. Box 1635, Milwaukee, WI 53201-1635

a corporation duly organized under the laws of the State of WI

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Santa Fe

200 Lincoln Avenue RM 122, Santa Fe, NM 87501

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%),

for the payment of which sum well and truly to be made the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFB #20/15/B On-Call Vegetation Services, Santa Fe, NM.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of February, 2020

(Witness)

Seeds of Wisdom LLC
(Principal) (Seal)

By: (Title)

(Witness)

Old Republic Surety Company
(Surety) (Seal)

By: Susan D. Martin
Attorney-in-Fact Susan D. Martin (Title)

Client Service Agent

AIA DOCUMENT A310 © BID BOND © AIA © FEBRUARY 1970 ED. © THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

SUPPLEMENT TO BID FORMS
(00 4300-4500)

(00 4313) BID SECURITY FORM

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

Susan Martin DATE: February 13, 2020

Owner's Representative or Governing Authority

THIS FORM MUST ACCOMPANY THE BID BOND

THIS FORM MUST BE
USED BY SURETY

(00 4517) AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

Susan D. Martin being first duly sworn deposes and says

that he is the duly appointed agent for

Old Republic Surety Company

and licensed in the State of New Mexico, Department of Insurance, State of New Mexico

in connection with the contract for

RFB #20/15/B On-Call Vegetation Services. Santa Fe, NM.

dated 13th day of February , 2020 executed by

Seeds of Wisdom LLC

contractor, as principal and Old Republic Surety Company , as surety, signed by this deponent, and deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.

Susan D. Martin

Susan D. Martin

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo this 13th day of February , 2020 .

Notary Public

Joshua Boruff

My Commission expires: October 11, 2023

Agent's Address:
HUB International Insurance Services, Inc
P.O. Box 90756, Albuquerque, NM 87199

Telephone: 505 828-4000

OFFICIAL SEAL
Joshua Boruff
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: Oct 11, 2023

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL T. BYRD, DAVID C. MITCHIE, SUSAN D. MARTIN, THOMAS M. PADILLA, OF ALBUQUERQUE, NM

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, [illegible] bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and to guaranty bonds and insurance contracts, compensation bonds guaranteeing payment of benefits, including additional contract bonds, [illegible] bonds; as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of JUNE, 2019.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

SEAL

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of JUNE, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

NOTARY PUBLIC

Notary Public

My commission expires 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51-1943

Signed and sealed at the City of Brookfield, WI this 13th day of February, 2020.

SEAL

Assistant Secretary

HUB INT'L INSURANCE SVCS INC

THIS DOCUMENT HAS A MODIFIED BACKGROUND AND IS MICRO-PRINTED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF ONE OF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

(00 4518) SUBCONTRACTOR LISTING

Note: A subcontractor that submits a bid valued at more than fifty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department. For this project, list below all subcontractors with more than $5,000 work.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION #	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT

Masonry / expert labor, Saldivar Landscaping, 14 Delaware Lane, Santa Fe, NM 87508, 505-470-8769, CRS# 03-135506-00-4

Tree climbing, chipping, Aldo's Arbor, 16 Carlitos Road, San Cristobal, NM 87564-0171, 575-779-4830, CRS# 03-374106-00-9

Tree climbing, chipping, Coates Tree Service, PO Box 4099, Santa Fe, NM 87502, 505-983-6233, CRS# 01-199633-00-1

Large tree planting / expert labor, Franco's Trees, 8 Star Court, Santa Fe, NM 87507, 505-412-2875, CRS# 03-114096-00-3

Irrigation, Allen Environmental, 23 Arroyo Viejo Road, Santa Fe, NM 87508, 505-690-2002, CRS# 03-150757-00-3

Friends of the Santa Fe River, Michael Smith, 223 North Guadalupe #140 , Santa Fe, NM 87501, 505-995-1013, US Tax #85-0483221, CRS # 02-469664-00-1

(00 4533) CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

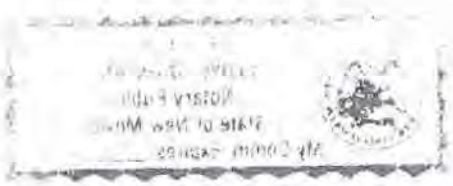
By: Athena Beshur
Title: owner

Subscribed and sworn to before me this 10th day of February, 2020.

Notary Public

My Commission expires: 2/29/20

OFFICIAL SEAL
LLOYD QUINTANA
Notary Public
State of New Mexico
My Comm. Expires 2/29/20



(00 4519) NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF)
)ss.
COUNTY OF)

Athena Beshur being first duly sworn, deposes and says that:

1) He is the owner and principal designer of Seeds of Wisdom, LLC, the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: Athena Beshur

Title: owner

Subscribed and sworn to before me this 10th day of February, 2020.

Notary Public

My Commission expires: 2/29/20

OFFICIAL SEAL
LLOYD QUINTANA
Notary Public
State of New Mexico
My Comm. Expires 2/29/20

(00 4546) CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: Seeds of Wisdom, LLC

Address: PO Box 33672

Santa Fe, NM 87594

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

_____ Yes __√__ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

_____ Yes __√__ No

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

Athena Beshur, owner, principal urban forestry designer

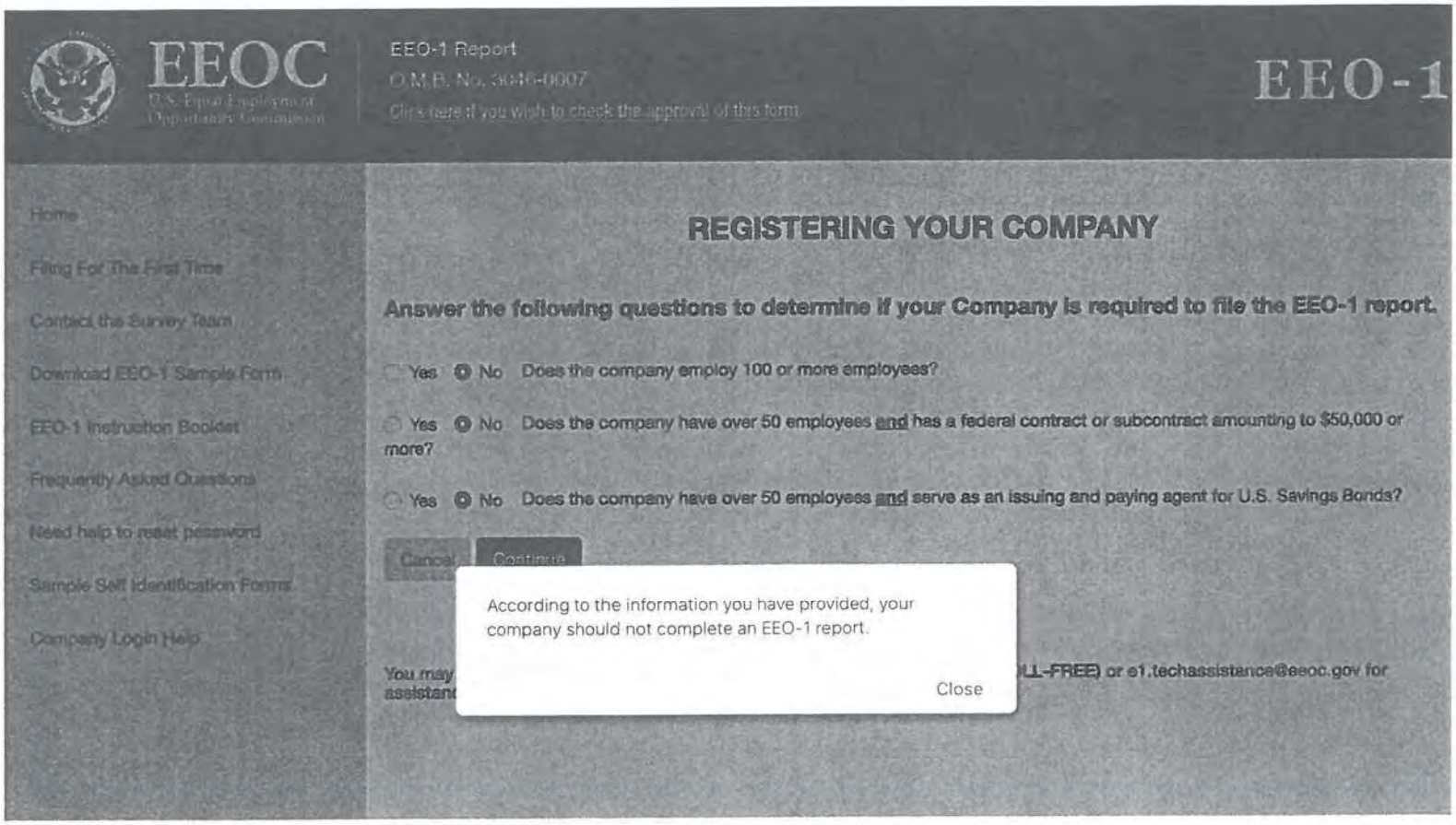
Name and Title of Signer (please type)

Athena Beshur

Signature

February 6, 2020

Date


EEOC
U.S. Equal Employment Opportunity Commission
EEO-1 Report
O.M.B. No. 3046-0007
Click here if you wish to check the approval of this form
EEO-1
Home
Filing For The First Time
Contact the Survey Team
Download EEO-1 Sample Form
EEO-1 Instruction Booklet
Frequently Asked Questions
Need help to reset password
Sample Self Identification Forms
Company Login Help
REGISTERING YOUR COMPANY
Answer the following questions to determine if your Company is required to file the EEO-1 report.
Yes No Does the company employ 100 or more employees?
Yes No Does the company have over 50 employees and has a federal contract or subcontract amounting to $50,000 or more?
Yes No Does the company have over 50 employees and serve as an issuing and paying agent for U.S. Savings Bonds?
Cancel
Continue
According to the information you have provided, your company should not complete an EEO-1 report.
Close
You may
assistan
LL-FREE) or e1.techassistance@eeoc.gov for

GRADUATE CERTIFICATE IN
URBAN FORESTRY

IS HEREBY GRANTED TO

Athena Beshur

upon successful completion of the graduate certificate program

Awarded Winter 2017

OSU
Oregon State
UNIVERSITY

Paul D. Ries, Ed.D
Program Director, Urban Forestry Graduate Certificate

Oregon State University

The Trustees of the University, by virtue of the authority vested in them by law, and on recommendation of the Faculty Senate, has conferred on

Athena Dore' Beshur

the degree of

Master of Natural Resources

Natural Resources

with all the rights, privileges, and honors thereto appertaining.

In testimony whereof we have subscribed our names and impressed the seal of Oregon State University on this diploma at Corvallis, Oregon, this thirteenth day of December, Two Thousand and Nineteen.

Edward J. Ray
President of Oregon State University

Rani Bohar
Chair of the Oregon State University Board of Trustees

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **SEEDS OF WISDOM, LLC**

DBA: **SEEDS OF WISDOM, LLC**
PO BOX 33672
SANTA FE, NM 87594-3672

Expires: **12-Feb-2023**

Certificate Number:

L0605547184

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

SEEDOFW-01 LMADRID

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2020

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: Tamara Rigaud
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: tamara.rigaud@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Mutual Insurance Company	23787
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Seeds of Wisdom LLC
P O Box 33672
Santa Fe, NM 87594

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			ACPT2852278401	9/28/2019	9/28/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Santa Fe
Po Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2020

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	CONTACT NAME: GEICO	
GEICO One GEICO Boulevard Fredericksburg, VA 22412	PHONE (A/C, No, Ext): 1-866-509-9444	FAX (A/C, No):
	Email Address: R1COMMEND@GEICO.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	22063
INSURED SEEDS OF WISDOM, LLC PO BOX 33672 SANTA FE, NM 87594-3672	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						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED. EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS – COMP/OP AGG.	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
A	ANY AUTO			9100208347 01	6/18/2019	6/18/2020	BODILY INJURY (Per person)	$ 100,000
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 300,000
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 50,000
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

1997 TOYOTA T-100 XTRA CAB 4X4 VIN: JT4UN22D7V0041084
2010 TOYOTA TUNDRA 4X4 DBL CAB VIN: 5TFCW5F17AX010946
2011 SUBARU IMPREZA AWD VIN: JF1GH6D61BG801688

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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Signature: Athena Beshur (Jun 23, 2020 18:57 MDT)

Email: athena@sowsfe.com

20-15-B_SeedsofWisdom

Final Audit Report 2020-06-24

Created:	2020-06-24
By:	Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe_RVqSZM8tIHY-YFb6csqEpAOilYiUqP

"20-15-B_SeedsofWisdom" History

Document created by Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
2020-06-24 - 0:51:18 AM GMT- IP address: 63.232.20.2

Document emailed to Athena Beshur (athena@sowsfe.com) for signature
2020-06-24 - 0:52:20 AM GMT

Email viewed by Athena Beshur (athena@sowsfe.com)
2020-06-24 - 0:55:34 AM GMT- IP address: 73.98.83.201

Document e-signed by Athena Beshur (athena@sowsfe.com)
Signature Date: 2020-06-24 - 0:57:02 AM GMT - Time Source: server- IP address: 73.98.83.201

Signed document emailed to Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us), Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us) and Athena Beshur (athena@sowsfe.com)
2020-06-24 - 0:57:02 AM GMT

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Streamer LLC, Seeds of Wisdom LLC, San Isidro Premaculture Inc

Procurement Title: On-Call Vegetative Management Professional Services

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 Public Works Staff Name Melissa A. McDonald

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:

Melissa McDonald - River & Watershed Manager

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway, CPO 3/30/20

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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201744**

Contractor: **San Isidro Premaculture Inc**

Description: **This PSA is for OnCall Vegetative Professional Management Services for drainageways, open space, Trails, ROW and parks**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **TBD** Term End Date: **03/25/2024**

[ ] Approved by Council Date: **TBD**

Contract / Lease: **4 year contract/Multiple award- ITB# 20/15/B "On Call Vegetation Management Svcs"**

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)
4 Year Contract 6/30/2024. Multiple award from ITB 20/15/B "On Call Vegetation Management Services" Public Works($300k. + On Call funds) Parks and Recreation ($300k. + On Call Funds)

3. **Procurement History:** **First year of Four year PSA**

Fran Dunaway, CPO 3/30/20 — Purchasing Officer Review: **3/30/2020** — Date:

Comment & Exceptions: _____

4. **Funding Source:** **Various** **Org / Object:** **Various**

Alexis Lotero — Budget Officer Approval: _____ — Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Amanda Archuleta** Phone # **6631**

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201743**

Contractor: **Seeds of Wisdom LLC**

Description: **This PSA is for OnCall Vegetative Professional Management Services for drainageways, open space, Trails, ROW and parks**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **TBD** Term End Date: **03/25/2024**

[ ] Approved by Council Date: **TBD**

Contract / Lease: 4 year Contract Multiple Award - ITB #20/15/B "On Call Vegetation Management Svcs"

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)
4 Year Contract 6/30/2024. Multiple award from ITB 20/15/B "On Call Vegetation Management Services" Public Works($300k. + On Call funds) Parks and Recreation ($300k. + On Call Funds)

3. **Procurement History:** **First year of Four year PSA**

Fran Dunaway, CPO 3/30/20 — Purchasing Officer Review: **3/30/2020** — Date:

Comment & Exceptions: _____

4. **Funding Source:** **Various** **Org / Object:** **Various**

Alexis Lotero — Budget Officer Approval: _____ — Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Amanda Archuleta** Phone # **6631**

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201742**

Contractor: **Streamer Inc, DBA Proscapes Landscaping Management**

Description: **This PSA is for OnCall Vegetative Professional Management Services for drainageways, open space, Trails, ROW and parks**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **TBD** Term End Date: **03/25/2024**

[ ] Approved by Council Date: **TBD**

Contract / Lease: 4 year Contract- Multiple Award -ITB # 20/15/B "On Call Vegetation Management Svcs"

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)
4 Year Contract 6/30/2024. Multiple award from ITB 20/15/B "On Call Vegetation Management Services" Public Works($300k. + On Call funds) Parks and Recreation ($300k. + On Call Funds)

3. **Procurement History:** **First year of Four year PSA**

Fran Dunaway, CPO 3/30/20 — Purchasing Officer Review:
3/30/2020 — Date:
Comment & Exceptions: _____

4. **Funding Source:** **Various** **Org / Object:** **Various**

Alexis Lotero — Budget Officer Approval:
Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: **Amanda Archuleta** Phone # **6631**

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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 Cannon Cochran Management Services, Inc.

3 Complete information requested ◯ Plus GRT ◯ Inclusive of GRT

Original Contract Amount: $155,737

Termination Date: 06-30-2020

◯ Approved by Council Date: 06-13-12

◯ or by City Manager Date: _____

Contract is for:

Amendment # 13-1018 to the Original Contract# 12-0718

Increase/(Decrease) Amount $ 198,141

Extend Termination Date to: 6-30-2021

◯ 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 $ 155,737 of original Contract# 12-0718 Termination Date: 06-30-20

Reason: Comprehensive Insurance Program Coverage

Amount $ 161,188 amendment # 13-1018 Termination Date: 6-30-20

Reason: Language clarification to reflect a 3% increase annually

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 1,367,482.08

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

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

RFP# '12/19P Date: 6-13-12

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Last year of contract for extension of another year

example: (First year of 4 year contract)

Fran Dunaway (Jun 26, 2020 12:26 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Gen-Liab-Third Party Admin & Professinal Services **Org/Obj** 60001750.555300 & 6100231.510300

Alexis Lotero (Jun 26, 2020 11:53 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:** Melanie Lovato

Phone # 505-490-1693

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:

Item#12-1018
Munis Contract#3200666

CITY OF SANTA FE
AMENDMENT No. 2 TO
PERFESIONAL SERVICES AGREEMENT
ITEM#12-1018

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 08, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Cannon Cochran Management Service, Inc. (CCMSI) (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, Contractor has agreed to provide claims management services to the City regarding the matter of workers compensation and general liability third party claims.

B. Pursuant to Article 18 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for service rendered, a sum not to exceed one hundred ninety eight thousand one hundred forty one dollars ($198,141) for FY 2020-21, inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated

herein.

2. TERM:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2021.

3. 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. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 10, 2020 10:54 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
6001750.555300 (GL)
6100231.510300 (WC)
Org. Name/Org.#

CONTRACTOR:
CANNON COCHRAN MANAGEMENT SERVICES, INC.

Rodney J. Golden
RODNEY J. GOLDEN
CHIEF OPERATIONS OFFICER
DATE: 6/11/20
CRS#02-498336-005
Registration #

2020 06 10 20-21 Amendment for CCMSI (002)

Final Audit Report 2020-06-10

Created:	2020-06-10
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWiZ_e-40PqxT24KJOHlBqZRp178Nv7Xo

"2020 06 10 20-21 Amendment for CCMSI (002)" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-10 - 4:51:23 PM GMT- IP address: 63.232.20.2

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2020-06-10 - 4:53:16 PM GMT- IP address: 75.161.222.64

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-10 - 4:54:05 PM GMT - Time Source: server- IP address: 75.161.222.64

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-10 - 4:54:05 PM GMT

CCMSHOL-01 SSHOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2019

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	CONTACT NAME:	
Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	PHONE (A/C, No, Ext): (312) 595-6200	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CCMSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	INSURER A : Continental Casualty Company	20443
	INSURER B : National Fire Insurance Company of Hartford	20478
	INSURER C : Continental Insurance Company	35289
	INSURER D : Great American E & S Insurance Company	37532
	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	X COMMERCIAL GENERAL LIABILITY			6079556217	11/17/2019	11/17/2020	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EE Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY			6079556220	11/17/2019	11/17/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			6079556248	11/17/2019	11/17/2020	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		6079556234	11/17/2019	11/17/2020	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liabili			TER2859945	7/31/2019	7/31/2020	SIR $150,000	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following are included as Additional Insured with respect to General Liability when required by written Contract:
1. City of Santa Fe

CERTIFICATE HOLDER

City of Santa Fe
ATTN: Risk Management
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ITEM # 13-1018

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 8, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Cannon Cochran Management Service, Inc (CCMSI) (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, Contractor has agreed to provide claims management services to the City regarding the matter of workers compensation and general liability third party claims.

B. Pursuant to Article 18 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3 paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty five thousand seven hundred thirty seven dollars ($155,737) for FY 2012-13, one hundred sixty one thousand one hundred eighty eight dollars ($161,188) for FY 2013-14, one hundred sixty six thousand eight hundred thirty dollars ($166,830) for FY 2014-15, one hundred seventy two thousand six hundred sixty

nine dollars ($172,669) for FY 2015-16, one hundred seventy eight thousand seven hundred twelve dollars ($178,712) for FY 2016-17, one hundred eighty four thousand nine hundred sixty seven dollars ($184,967) for FY 2017-18, one hundred ninety one thousand four hundred forty one dollars ($191,441) for FY 2018-19, and one hundred ninety eight thousand one hundred forty one dollars ($198,141) for FY 2019-20, inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated herein.

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:

DAVID COSS, MAYOR

Date: 10-15-13

CONTRACTOR:
CANNON, COCHRAN MANAGEMENT SERVICES, INC.

~~ROBERT J. GOLDEN~~
CHIEF OPERATING OFFICER
Rodney J Golden

Date: 9/4/13

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
Clerk's 10-9-13

APPROVED AS TO FORM:

Judith Anne for
GENO ZAMORA, CITY ATTORNEY 8/29/13

APPROVED:

10/15/13
MARCOS A. TAPIA
FINANCE DIRECTOR

62111.510300
Business Unit/Line Item

Client#: 67967 CCMSHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2013

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). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER	CONTACT NAME: Leah Cozad	
Mackey Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654	PHONE (A/C, No, Ext): 312 595-7142	FAX (A/C, No): 312 595-7163
	E-MAIL ADDRESS: lcozad@mesirowfinancial.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CCMSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	INSURER A : Charter Oak Fire Insurance Comp	25615
	INSURER B : Travelers Property Casualty Co.	25674
	INSURER C : Phoenix Insurance Company	25623
	INSURER D : Federal Insurance Company	20281
	INSURER E : Navigators Insurance Company	42307
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC			P6301918P719COF12	11/17/2012	11/17/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			P6301918P719COF12	11/17/2012	11/17/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10000			CUP1918P719TIL12	11/17/2012	11/17/2013	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PNUB1918P71912	11/17/2012	11/17/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	E&O-Primary $5M			82257026	07/31/2013	07/31/2014	$5M Occ/$5M Agg	
E	E&O-$5M XS $5M			NY13MPL000712IC	07/31/2013	07/31/2014	$5M Excess	

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

Certificate issued as evidence of coverage.

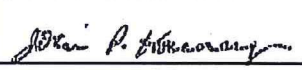
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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LZC

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 Cannon Cochran Management Services Inc.

3 Complete information requested ☐ Plus GRT ☒ Inclusive of GRT

Original Contract Amount: $155,737 —

Termination Date: 6/30/2020

☒ Approved by Council Date: 6/13/12

☐ or by City Manager Date: _____

Contract is for:

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ 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 $ 155,737 of original Contract# 12-0718 Termination Date: 6/30/20

Reason: Comprehensive Insurance Program Coverage

Amount $ 161,188 amendment # 1 Termination Date: 6/30/20

Reason: language clarification to reflect 3% annual increase

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

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

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

RFP# 12/19/P Date: 6/13/12

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

7 **Funding Source:** Professional Services **BU/Line Item:** 62111-510300

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:** Carlos Ramirez

Phone # 5622

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, New Mexico

memo

COT

Date: September 18, 2013

To: Finance Committee

From: Barbara Boltrek, Risk & Safety Manager CR for BB
Office of Risk Management

Via: Robert Rodarte, Officer
Purchasing Division RR

Subject: Request for Approval – Amendment #1, PSA #12-0718

Summary:

On June 13, 2012, the City Council awarded RFP# '12/19/P for Comprehensive Insurance Program Coverage. Within this proposal was a quote for third party administrative and adjusting services for our workers compensation and general liability claims. Upon the award of the RFP, the Office of Risk Management entered into a Professional Services Agreement with Cannon Cochran Management Services Inc. (CCMSI) for such services.

Attached is Amendment #1 of the original PSA (#12-0718)with CCMSI. This amendment is to simply clarify the annual compensation amount for the term of the original PSA. No other terms and conditions of the original PSA were changed.

Funding is available in business unit and line item: 62111-510300.

Approval:

Recommendation for approval of Amendment #1 for PSA (12-0718), with Cannon Cochran Management Services Inc.

Attachments: PSA #12-0718
Amendment #1
Summary of Contracts

Client#: 67967 CCMSHOL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/02/2012

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
Mackey Team
Mesirow Insurance Services, Inc.
353 N. Clark Street
Chicago, IL 60654

CONTACT NAME: Leah Cozad
PHONE (A/C, No, Ext): 312 595-7142 FAX (A/C, No): 312 595-7163
E-MAIL ADDRESS: lcozad@mesirowfinancial.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Charter Oak Fire Insurance Comp	25615
INSURER B: Travelers Property Casualty Co.	25674
INSURER C: Travelers Indemnity Co. of Amer	25666
INSURER D: Navigators Specialty Insurance	36056
INSURER E: Lexington Insurance Company	19437
INSURER F:	

INSURED
CCMSI Holdings, Inc
2 East Main Street, Suite 208
Towne Centre Building
Danville, IL 61832

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			P6301918P719COF11	11/17/2011	11/17/2012	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			P8101918P719COF11	11/17/2011	11/17/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			PSMCUP1918P71909TI	11/17/2011	11/17/2012	EACH OCCURRENCE	$10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DED [X] RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			PHUB1918P71911	11/17/2011	11/17/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	E&O - Primary $5M			NY11MPL000712IC	07/31/2011	07/31/2013	$5M Occ/$5M Agg	
E	E&O - $5M XS $5M			006761856	07/31/2011	07/31/2013	$5M Excess	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Certificate issued as evidence of coverage.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "A"

FEE AND PAYMENT SCHEDULE

City of Santa Fe

Managed Care Services	**FEE**
Telephonic as well as Field Nurse Case Management	$86.10 per hour $.41 per mile Expenses – Actual
Utilization Review/Utilization Management ALAE Fees as follows:	
Bill processing fee Bill Reduction CCMSI PPO Bill Reduction all other PPO networks Duplicate Bills Denied Bills Indexing EDI SCHIP Reporting	$7.00 per bill 15% Savings 30% Savings No Charge No Charge $15 per index $10 FROI. $5 SROI $25 per report

Pricing includes Gross Receipts Tax (GRT). If the GRT increases or decreases during the contract period then the amounts will change based on the new rates.

GB-CCMSI Amendment 6-17-20_05

Final Audit Report 2020-06-26

Created:	2020-06-26
By:	Carolynn Roibal (clroibal@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk0lkEgj1myFozoGiqDh52uUTAO5TVXO0

"GB-CCMSI Amendment 6-17-20_05" History

Document created by Carolynn Roibal (clroibal@ci.santa-fe.nm.us)
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Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-06-26 - 5:53:25 PM GMT - Time Source: server- IP address: 63.232.20.2

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Signed document emailed to Alexis Lotero (aclotero@santafenm.gov), Carolynn Roibal (clroibal@ci.santa-fe.nm.us), Fran Dunaway (fadunaway@santafenm.gov), and mylovato@santafenm.gov
2020-06-26 - 6:26:09 PM GMT

City of Santa Fe New Mexico

Finance Department

Memorandum

DATE: June 9, 2020

TO: Finance Committee

FROM: Bradley Fluetsch, CFA, Planning and Investment Officer

VIA: Fran Dunaway, Chief Procurement Officer

RE: Request of Approval-Amendment #2, PSA #12-0718

SUMMARY:

Amendment to professional service agreement with Cannon Cochran Management Services, Inc. (#12-0718) in the amount of $198,141 for Comprehensive Insurance Program Coverage for third party administrative and adjusting services for our workers compensation and general liability claims.

Funding is available in business unit and line item 6001750.555300 (Risk-General Liability) and 6100231.510300 (Human Resources-Workers Compensation) for 2020-2021 fiscal year budgets.

Attached is Amendment #2 of original PSA (#12-0718) with CCMSI. This amendment is to simply extend a year of services for fiscal year 2020-2021. No other terms and conditions of the original PSA were changed.

APPROVAL:

Recommendation of approval of Amendment #2 for PSA #12-0718 with Cannon Cochran Management Services, Inc. (CCMSI)

City of Santa Fe New Mexico

Finance Department

Memorandum

DATE: June 9, 2020

TO: Finance Committee

FROM: Bradley Fluetsch, CFA, Planning and Investment Officer

VIA: Fran Dunaway, Chief Procurement Officer

RE: Request of Approval-Amendment #2, PSA #12-0718

SUMMARY:

Amendment to professional service agreement with Cannon Cochran Management Services, Inc. (#12-0718) in the amount of $198,141 for Comprehensive Insurance Program Coverage for third party administrative and adjusting services for our workers compensation and general liability claims.

Funding is available in business unit and line item 6001750.555300 (Risk-General Liability) and 6100231.510300 (Human Resources-Workers Compensation) for 2020-2021 fiscal year budgets.

Attached is Amendment #2 of original PSA (#12-0718) with CCMSI. This amendment is to simply extend a year of services for fiscal year 2020-2021. No other terms and conditions of the original PSA were changed.

APPROVAL:

Recommendation of approval of Amendment #2 for PSA #12-0718 with Cannon Cochran Management Services, Inc. (CCMSI)

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/06/2020

ISSUE NO. 7A

Requesting Approval for Amendment #2 to Professional Service 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, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW

Finance Committee (Scheduled)	07/20/2020
Governing Body (Scheduled)	07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for more information. Approved by Councilor Lindell, Second by Councilor Abeyta. Motion passes to forward to 7/20/2020 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		

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/06/2020

ISSUE NO. 7B

Requesting Approval for 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)

COMMITTEE REVIEW

Finance Committee (Scheduled)	07/20/2020
Governing Body (Scheduled)	07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell. Approved by Councilor Abeyta Second by Councilor Vigil Coppler. Motion passes to forward to 7/20/2020 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

Finance Department

Memorandum

DATE: June 9, 2020

TO: Finance Committee

FROM: Bradley Fluetsch, CFA, Planning and Investment Officer

VIA: Fran Dunaway, Chief Procurement Officer

RE: Request of Approval-Amendment #1, PSA #12-0405

SUMMARY:

Amendment to professional service agreement with Arthur J. Gallagher & Co. (#12-0405) in the amount of $77,613.32 for Comprehensive Insurance Program Coverage for Independent Insurance broker fees as the City is self-insured.

Funding is available in business unit and line item 6001750.555300 (Risk) for 2020-2021 fiscal year budgets.

Attached is Amendment #1 of original PSA (#12-0405) with Arthur J. Gallagher & Co. This amendment is to simply extend a year of services for fiscal year 2020-2021. No other terms and conditions of the original PSA were changed.

APPROVAL:

Recommendation of approval of Amendment #1 for PSA #12-0405 with Arthur J. Gallagher (AJ Gallagher)

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 Arthur J. Gallagher & Co.

3 Complete information requested ◯ Plus GRT ◯ Inclusive of GRT

Original Contract Amount: $65,000 (3% increase annually)

Termination Date: 06-30-2020

◯ Approved by Council Date: 06-13-12

◯ or by City Manager Date: _____

Contract is for:

Amendment # 1 to the Original Contract# 12-0405

Increase/(Decrease) Amount $ 77,613.32

Extend Termination Date to: 6-30-2021

◯ 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 $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 439,689.17

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

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

RFP# '12/19P Date: 6-13-12

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Last year of contract for extension of another year

example: (First year of 4 year contract)

Fran Duncan

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Gen-Liab-Third Party Admin & Professinal Services **Org/Obj** 60001750.555300

Alexis Lotero

Alexis Lotero (Jul 1, 2020 11:25 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:** Melanie Lovato

Phone # 505-490-1693

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:

Item#12-0405
Munis Contract#22000678

CITY OF SANTA FE
AMENDMENT No. 1 TO
PERFESIONAL SERVICES AGREEMENT
ITEM#12-0405

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 13, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Arthur J. Gallagher & Co. (AJ Gallagher) (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, Contractor has agreed to act as an Independent insurance advisor to the City of Santa Fe and proactively and provide ongoing unbiased professional advice and recommendations that benefit the City and its members.

B. Pursuant to Article 18 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for service rendered, a sum not to exceed seventy seven thousand six hundred and thirteen dollars and thirty two cents ($77,613.32) for FY 2020-21, inclusive of applicable gross receipts taxes. Payment shall be made for services

actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated herein.

2. TERM:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2021.

3. 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:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Jun 10, 2020 13:34 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
6001750.555300
Org. Name/Org.#

CONTRACTOR:
ARTHUR J. GALLAGHER & CO.

_____
MARIA KING
AREA PRESIDENT

DATE: 6/10/2020
CRS#94-3015711
Registration #12-00046454

2020 06 10 Amendment#1 AJ Gallagher

Final Audit Report 2020-06-10

Created:	2020-06-10
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAARz4-eT3vAQG2-qy4BuR4-RM9GRaWCOQ

"2020 06 10 Amendment#1 AJ Gallagher" History

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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-10 - 7:34:20 PM GMT - Time Source: server- IP address: 75.161.222.64

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2020

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 Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	**CONTACT NAME:** Direct All Inquiries to Email **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Chi_Certificates@ajg.com
INSURED ARTHJGA113 Arthur J. Gallagher & Co. 18201 Von Karman, Suite 200 Irvine, CA 92612	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Arch Insurance Company / 11150 **INSURER B :** Arch Indemnity Insurance Company / 30830 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2048540166 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	41GPP4938412	10/1/2019	10/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			41CAB4938312 (AOS) 41CAB4939012 (MA)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 3,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		41WCI4938112 (AOS) 44WCI0501912 (NY, TX, CA, KY, MO)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

General Liability:
General Aggregate Per Location Subject to $10 Mil Policy aggregate.

Certholder is shown as an Additional Insured on the General Liability policy per form 00 GL0596 00 04 10 attached as required by written contract pursuant to and subject to the policy's terms , definitions , conditions and exclusions.
Waiver of Subrogation appli es in favor of Additional Insured as respects General Liability policy, pursuant to and subject to the p olicy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Santa Fe
Attn: Risk Management/Safety Division
200 Lincoln Avenue
Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQOUR LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41GPP4938412**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/1/2019**

POLICY NUMBER: **41GPP4938412**

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

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:
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER REQUIRED BY WRITTEN CONTRACT WITH SUCH PERSON OR ORGANIZATION PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.

© Insurance Services Office, Inc., 2008

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2019

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 Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	**CONTACT NAME:** Direct All Inquires via E-mail **PHONE (A/C, No, Ext):** 312-704-0100 **FAX (A/C, No):** 312-803-7443 **E-MAIL ADDRESS:** CertRequests@ajg.com
INSURED ARTHJGA113 Arthur J. Gallagher & Co. and its subsidiaries The Gallagher Centre 2850 West Golf Road Rolling Meadows IL 60008	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** XL Specialty Insurance Company — 37885 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1887434845 **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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			017018163	9/1/2019	9/1/2020	Per Claim/Aggregate	$12,000,000
B	Excess Errors & Omissions			ELU16326519	9/1/2019	9/1/2020	Per Claim/Aggregate	$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage extends to: Arthur J. Gallagher & Co., 18201 Von Karman Ave, Suite 200, Irvine, CA 92612

CERTIFICATE HOLDER

City of Santa Fe
Attn: Risk Management/Safety Division
200 Lincoln Avenue
Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico

memo

June 1, 2015

To: Finance Committee

From: Barbara Boltrek, Risk & Safety Manger
Office of Risk Management & Safety

Via: Oscar S. Rodriguez, Finance Director
Finance Department

Subject: Request for Approval – Renewal of Comprehensive Insurance Program Cover Submitted by A.J. Gallagher – RFP# '12/19/P

Summary:

On June 13, 2012, the City Council awarded RFP# '12/19/P for which we are hereby requesting approval of our insurance coverages for the fourth year of an eight-year award. The attached lists the various lines of coverage with the expiring and proposed premium costs per line of coverage.

Funding for this recommendation is as follows:

62102.555300	Risk – Premiums	$1,851,882.00
52800.555300	Airport – Premiums	11,781.00
52104.555600	Fine Arts – Property Coverage	3,000.00
62111.555700	Excess Work Comp – Excess Insurance	117,036.00
52501.555300	SWAMA – Pollution Coverage	36,095.34
7280000.555300	BDD – Umbrella Coverage	49,988.00
Total premiums		$2,069,782.34
62102.555300	Broker fee	71,028.00
		$2,140,810.34

Action:

Recommendation for approval of the above mentioned insurance policies and coverage for FY 2015-16 in the amount of $2,140,810.34 and forward to the City Council for its consideration.

Attachment:

AJ Gallagher Program Proposal Renewal Quotes
AJ Gallagher Broker Services Contract

Premium Summary

The estimated program cost for the recommended program/options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM The Travelers Indemnity Company of Connecticut	PROPOSED The Travelers Indemnity Company of Connecticut
Property Including Inland Marine & Equipment Breakdown	Premium	$262,871.00	$247,571.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$262,871.00**	**$247,571.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
General Liability Including Liquor Liability	Premium	$546,310.00	$555,187.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$546,310.00**	**$555,187.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
Business Auto	Premium	$389,999.00	$418,312.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$389,999.00**	**$418,312.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
Professional Liability (Including Employee Benefit, Law Enforcement, Public Entity Management, EPL)	Premium	$594,832.00	$604,390.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$594,832.00**	**$604,390.00**
	Annualized Cost	-	-
	TRIA Premium	-	-

LINE OF COVERAGE		EXPIRING PROGRAM The Travelers Indemnity Company of Connecticut (Travelers Group)	PROPOSED The Travelers Indemnity Company of Connecticut (Travelers Group)
Cyber Liability	Premium	$3,966.00	$4,344.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$3966.00**	**$4,344.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
Crime	Premium	$3,167.00	$3,167.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$3,167.00**	**$3,167.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
Umbrella	Premium	$46,709.00	$49,988.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$46,709.00**	**$49,988.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
TOTAL TRAVELERS		**TRAVELERS EXPIRING**	**TRAVELERS RENEWAL**
		$1,847,854.00	$1,882,959.00
		-	-
		-	-
		-	-
		$1,847,854.,00[1]	**$1,882,959.00**[1]
		-	-

[1] This represents a 1.89% increase.
Note: The Flood Deductible for Contractors Equipment has been increased to $100K (discussed last year)
Note: The autos and equipment that maintain the airport tarmac, runways etc are excluded. Covered under Aviation policy

LINE OF COVERAGE		EXPIRING PROGRAM	PROPOSED
Fiduciary Liability	Premium	$12,500.00	$13,019.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$12,500.00**	**$13,019.00**
	Annualized Cost	-	-
	TRIA Premium	Included	Included
Excess Workers' Compensation	Premium	$112,032.00	$117,036.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$112,032.00**	**$117,036.00**
	Payroll	$71,448,798	$72,289,177
	Retention	Police/Fire: $650K All others: $600K	Police/Fire: $650K All others: $600K
Aviation Liability	Premium	$11,781.00	$11,781.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$11,781.00**	**$11,781.00**
	Annualized Cost	-	-
	TRIA Premium	$11,781.00	$11,781.00
Storage Tank Liability	Premium	$5,662.00	$5,892.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$5,662.00**	**$5,892.00**
	Annualized Cost	-	-
	TRIA Premium	Included	Included
Equipment Floater	Premium	$1,103.00	Included in Fine Arts Policy
	Taxes	-	
	Srchrg & Asmnt	-	
	Total Fees	-	
	Estimated Cost	**$1,103.00**	
	Annualized Cost	-	
		-	

LINE OF COVERAGE		EXPIRING PROGRAM	PROPOSED	
Santa Fe Solid Waste Pollution Liability Including General Liability	Premium	$34,189.00	$34,043.00	
	Taxes	$1,056.73	$1,052.34	
	Srchrg & Asmnt	-	-	
	Total Fees	$1,000.00	$1000.00	
	Estimated Cost	**$36,587.73**	**$36,095.34**	
	Annualized Cost	-	-	
	TRIA Premium	Included	Included	
Inland Marine - Fine Arts	Premium	$2,888.00[2]	$3,000.00[2a]	$4,200.00
	Taxes	-	-	-
	Srchrg & Asmnt	-	-	$2mm Limit
	Total Fees	-	-	-
	Estimated Cost	**$2,888.00**	**$3,000.00**	**$4,200.00**
Annual Broker Fee		**$68,959.00**	**$71,028.00**	
TOTAL ALL OTHER		**$251,512**	**$257,851**	
ESTIMATED TOTAL PREMIUM		**$2,099,366**	**$2,140,810[3]**	

[2]Total Premium includes Floater Policy (Library ONLY) with $500 Deductible and Fine Arts Policy (Marcy St ONLY) with $2,500 Deductible

[2a]Coverage for Fine Arts for ALL locations owned and operated by City; Deductible $1,000 and $5,000 for outdoor sculptures. Extended coverage for consignments; broader policy form; $1mm Limit

[3]Overall premium represents1.97% increase from expiring.

City of Santa Fe

Agenda

REGULAR MEETING OF
THE GOVERNING BODY
JUNE 24, 2015
SANTA FE COMMUNITY
CONVENTION CENTER

AFTERNOON SESSION – 5:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SALUTE TO THE NEW MEXICO FLAG
4. INVOCATION
5. ROLL CALL
6. APPROVAL OF AGENDA
7. APPROVAL OF CONSENT CALENDAR
8. APPROVAL OF MINUTES: Reg. City Council Meeting – June 10, 2015
9. PRESENTATIONS
   a) Muchas Gracias – Former Planning Commissioners Angela Bordegaray, Renee Villareal, Lawrence Ortiz and John Padilla. (Mayor Gonzales) (5 Minutes)
   b) International Folk Art Market; Tourism and Community Impact. (Connie Burke) (5 Minutes)
10. CONSENT CALENDAR
    a) Request for Approval of Cooperative Agreement – Design and Right-of-Way Acquisition for Roundabout at Agua Fria Street/Cottonwood Drive Intersection; New Mexico Department of Transportation. (John Romero)
    b) Request for Approval of Amendment No. 3 to Professional Services Agreement – Radio Advertising to Promote and Market the City Parks & Recreation Department; Hutton Broadcasting, LLC. (Liza Suzanne)
    c) Request for Approval of Four-Month Emergency Procurement and Professional Services Agreement – Security Services at Municipal Parking Facilities, City Hall, Santa Fe Community Convention Center, Public Libraries, Municipal Court and Santa Fe Trails; Blackstone Security Services, Inc. (Noel Correia)
    d) Request for Approval of Donation of Fire Truck to the Sierra Bonita Volunteer Fire Department. (Robert Rodarte)

s) Request for Approval of Agreement – FY 2015/16 Coordinate Outlined Services Through the Santa Fe Regional Juvenile Justice Board; State of New Mexico Children Youth and Families Department. (Richard DeMella)

t) Request for Approval of Grant Award and Professional Services Agreement – VO2 Max (Cardiopulmonary) Testing for Santa Fe Fire Department Personnel; University of New Mexico and Approval of Budget Increase in the Amount of $61,200. (Jan Snyder)

u) Request for Approval of Renewal for Fiscal Year 2015/2016 Comprehensive Insurance Program Coverage for City of Santa Fe (RFP #12/19/P); A.J. Gallagher Risk Management Services. (Barbara Boltrek)

v) Request for Approval of Procurement Under Cooperative Price Agreement – City-Wide Building Supplies and Services for FY 2015/16 and 2016/17; Home Depot. (Robert Rodarte)

w) Request for Approval of Procurement Under Cooperative Price Agreement - City-Wide Auto and Truck Supplies and Service for FY 2015/16 and 2016/17. (Robert Rodarte)
- Carquest
- Napa
- O'Reilly's

x) Request for Final Approval of the Sale of Approximately 221 Square Feet of City-Owned Real Estate (City Parcel 1) Adjoining the Northern Boundary of 325 Sanchez Street. (Matthew O'Reilly and Edward Vigil)

y) Request for Final Approval of the Sale of Approximately 221 Square Feet of City-Owned Real Estate (City Parcel 1) Adjoining the Northern Boundary of 319 Sanchez Street. (Matthew O'Reilly and Edward Vigil)

11. Request for Approval of Appointment of Municipal Court Pro Tem Judges Pursuant to §2-3.4(C); Anthony Tupler, Paul Biderman, Virginia Vigil and Stephen Pfeffer. (Judge Ann Yalman)

12. CONSIDERATION OF RESOLUTION NO. 2015-___. (Councilor Dominguez)
A Resolution Directing Staff to Send a Letter on Behalf of the City of Santa Fe to the New Mexico Delegation in Support of the CCM-Care Act That Would Increase Care Facilities and Research on Cavernous Angioma; Transmitting A Copy of this Resolution to the Directors of the NIH, FDA and CDC Urging Them to Provide Necessary Resources to Research Potential Treatments for CCM. (Terrie Rodriguez)

ITEM # 12-0405

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City and its members. Meet with City Risk Management staff, City committees, and /or staff of City departments as requested.

B. Proactively provide ongoing review and analysis of the City's insurance programs and make any appropriate recommendations for coverage changes or new coverages. Provide early warning of rate and coverage changes or renewal problems and annually provide a comprehensive report that reviews all City insurance programs.

C. Assure that insurance policies are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers. Advise in writing of any changes to insurance policy within 14 days.

D. Review policies and other documents in detail within 14 days of receipt of the documents to check the wording and accuracy of each policy, binder,

certificate, endorsement or other document received from the insurers to ensure the intended coverage is provided, and all coverage, terms, and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the City.

E. When more than one market is approached for a line of coverage, provide the City with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.

F. Issue certificates of insurance within three (3) business days following the date of request.

G. Comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of New Mexico.

H. Make available consultation services as well as loss control services as requested by the City. Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives, including types, availability, cost, and extent of coverages that should be considered.

I. Provide oversight and ensure compliance of third party administrators assigned to handle the City accounts.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. From July 1, 2012 to July 1, 2013, the City shall pay to the Contractor in full payment for services rendered, a sum not to exceed sixty five thousand dollars ($65,000.00) inclusive of applicable gross receipts taxes. Effective July 1st of each fiscal year, the City shall pay to the Contractor in full payment for services rendered, $65,000 plus a 3% annual increase, inclusive of applicable gross receipt taxes,for the remainder of the term of this Agreement. ,

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

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

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020, unless sooner pursuant to Article 6 below.

6. TERMINATION

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

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

(2) Compensation is not based upon hourly rates for services rendered, it is based upon a monthly service basis, therefore, 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.

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe
Risk Management/ Safety Division
200 Lincoln Avenue
Santa Fe, NM 87504

Contractor: Arthur J. Gallagher & Co.
15 Enterprise, Suite 200
Aliso Viejo, CA 92656

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

CITY OF SANTA FE:

David Coss

DAVID COSS, MAYOR

DATE: 6/15/12

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK

Recd 6-13-12

APPROVED AS TO FORM:

Judith Amer for

GENO ZAMORA, CITY ATTORNEY
5/31/12

CONTRACTOR:
Arthur J. Gallagher & Co.

By: [signature]
(Name & Title)

Title: AREA President

Date: 6-20-2012

Fed.ID. CRS# 94-3015711

City of Santa Fe Business
Registration # 12-111023

APPROVED:

DR. MELVILLE L. MORGAN, FINANCE DIRECTOR

6/14/12

62012 555 300
Business Unit Line Item
various funds

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2014

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	CONTACT NAME:	
1-312-704-0100 Arthur J. Gallagher Risk Management Services, Inc. 300 South Riverside Plaza Suite 1900 Chicago, IL 60606 Direct all inquires to email	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Chi_Certificates@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : LEXINGTON INS CO	19437
INSURED Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 18201 Von Karman, Suite #200 Irvine, CA 92612	INSURER B : XL SPECIALTY INS CO	37885
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 41829491 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			015012431	09/01/14	09/01/15	Each Wrongful Act	20,000,000
B	(Claims Made)			ELU13573314	09/01/14	09/01/15	Aggregate	20,000,000

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

CERTIFICATE HOLDER

For evidence of insurance coverage only

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

Thomas J Gallagher

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SUMMARY INDEX
SANTA FE CITY COUNCIL MEETING
Wednesday, June 24, 2015

ITEM	ACTION	PAGE
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved [amended]	1
APPROVAL OF CONSENT CALENDAR	Approved [amended]	2
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APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – JUNE 10, 2015	Approved	5
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REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) SOLUTION SELECTION AND CONSULTING SERVICES FOR CITY OF SANTA FE (RFP #15/18/P); BERRYDUNN	Approved w/direction to staff	11-15

ITEM	ACTION	PAGE
REQUEST FOR APPROVAL OF RENEWAL FOR FISCAL YEAR 2015/2016 COMPREHENSIVE INSURANCE PROGRAM COVERAGE FOR CITY OF SANTA FE (RFP #12/19/P); A.J. GALLAGHER RISK MANAGEMENT SERVICES	Approved w/request to staff	16-17
********** END OF CONSENT CALENDAR DISCUSSION **********		
REQUEST FOR APPROVAL OF APPOINTMENT OF MUNICIPAL COURT PRO-TEM JUDGES PURSUANT TO §2-3.4(C); ANTHONY TUPLER, PAUL BIDERMAN, VIRGINIA VIGIL AND STEPHEN PFEFFER	Approved	17-18
CONSIDERATION OF RESOLUTION NO. 2015-60. A RESOLUTION DIRECTING STAFF TO SEND A LETTER ON BEHALF OF THE CITY OF SANTA FE TO THE NEW MEXICO DELEGATION IN SUPPORT OF THE CCM-CARE ACT THAT WOULD INCREASE CARE FACILITIES AND RESEARCH ON CAVERNOUS ANGIOMA; TRANSMITTING A COPY OF THIS RESOLUTION TO THE DIRECTORS OF THE NIH, FDA AND CDC URGING THEM TO PROVIDE NECESSARY RESOURCES TO RESEARCH POTENTIAL TREATMENTS FOR CCM	Approved	18-19
CONSIDERATION OF RESOLUTION NO. 2015-61. A RESOLUTION AMENDING RESOLUTION NO. 2015-42 TO CLARIFY THAT MEMBERS OF THE PARKS AND OPEN SPACES ADVISORY COMMISSION (POSAC) AT THE TIME SAID RESOLUTION WAS ADOPTED SHALL CONTINUE AS INTERIM MEMBERS OF THE PARKS AND RECREATION ADVISORY COMMISSION (PARC) UNTIL THE MAYOR HAS APPOINTED PERMANENT MEMBERS TO THE COMMISSION; PERMITTING THE INTERIM CHAIR OF PARC TO APPOINT INTERIM MEMBERS TO SUBCOMMITTEES CREATED IN ACCORDANCE WITH RESOLUTION 2015-42	Approved	19-20
PURSUANT TO RESOLUTION #2011-56 AND SECTION 1-7.11 SFCC 1987, REVIEW AND UPDATE OF NEW MEXICO OPEN MEETINGS ACT, INSPECTION OF PUBLIC RECORDS ACT, CITY OF SANTA FE ETHICS ORDINANCE AND NEW MEXICO GOVERNMENTAL CONDUCT ACT	Presentation/discussion	20-23

Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
18201 Von Karman Ave Suite 200
Irvine, CA 92612

Phone: (949)349-9800 **Fax:** (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1397332	Page 1 of 2
Account Number	Date
SANTFE0-01	7/1/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$1,882,959.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Cyber Liability PolicyNumber: 14S09919 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204265	7/1/2015	7/1/2015	RENB	Cyber Renewal	$4,344.00

Commercial Package PolicyNumber: 15N80223 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204260	7/1/2015	7/1/2015	RENB	Liability Package Renewal	$1,159,577.00

Umbrella PolicyNumber: 15N80235 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204270	7/1/2015	7/1/2015	RENB	Umbrella Renewal	$49,988.00

Crime PolicyNumber: 6302C41023A Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204267	7/1/2015	7/1/2015	RENB	Crime Renewal	$3,167.00

Automobile PolicyNumber: 810-2C410241 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204263	7/1/2015	7/1/2015	RENB	Auto Renewal	$418,312.00

Property PolicyNumber: H-630-2C41023A-IND-15 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204257	7/1/2015	7/1/2015	RENB	Property Renewal including Inland Marine and EB	$247,571.00

Thank you for your business

Please include invoice number with your remittance to expedite processing.

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Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
PO Box 742886
Los Angeles, CA 90074-2886

Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
18201 Von Karman Ave Suite 200
Irvine, CA 92612

Phone: (949)349-9800 **Fax:** (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1397332	Page 2 of 2
Account Number	Date
SANTFE0-01	7/1/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$1,882,959.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Total Invoice Balance: **$1,882,959.00**

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License #: 0726293 KOPNA1

Invoice # 1394995	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$12,890.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Fiduciary Liability PolicyNumber: 01-462-99-27 Company: National Union Fire Insurance Company of Pittsb Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7195597	7/1/2015	7/1/2015	RENB	15-16 Fiduciary Renewal Premium	$12,890.00

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Total Invoice Balance: **$12,890.00**

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Irvine, CA 92612

Phone: (949)349-9800 **Fax:** (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1395940	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$5,892.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Environmental Liability PolicyNumber: G27064231-004 Company: ACE American Insurance Company Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7200171	7/1/2015	7/1/2015	RENB	15-16 Storage Tank Renewal Premium	$5,892.00

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Total Invoice Balance: **$5,892.00**

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Irvine, CA 92612

Phone: (949)349-9800 **Fax:** (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1401442	Page 1 of 1
Account Number	Date
SANTFE0-01	7/6/2015
BALANCE DUE ON	
7/6/2015	
AMOUNT PAID	Amount Due
	$71,028.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Risk Management Fee PolicyNumber: BROKER FEE Company: Arthur J Gallagher - Aliso Viejo Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7218048	7/1/2015	7/6/2015	AFEE	15-16 Annual Broker Fee	$71,028.00

Thank you for your business

Total Invoice Balance: **$71,028.00**

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Irvine, CA 92612

Phone: (949)349-9800 **Fax:** (949)349-9900

License #: 0726293 KOPNA1

Invoice # 992644	Page 1 of 1
Account Number	Date
SANTFE0-01	7/5/2014
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$11,781.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Aviation PolicyNumber: 9959-1934-04 Company: Federal Insurance Company Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4926871	7/1/2015	7/1/2015	RENB	Airport Liability renewal	$11,781.00
				Total Invoice Balance:	**$11,781.00**

Please include invoice number with your remittance to expedite processing.

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Los Angeles, CA 90074-2886

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Irvine, CA 92612

Phone: (949)349-9800 **Fax:** (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1399743	Page 1 of 1
Account Number	Date
SANTFE0-01	7/2/2015
BALANCE DUE ON	
7/2/2015	
AMOUNT PAID	Amount Due
	$36,095.34

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Environmental Liability PolicyNumber: 15PKGWE00097 Company: Evanston Insurance Company Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7211871	7/1/2015	7/2/2015	RENB	15-16 SFSWMA Pollution Liability Renewal Premium	$34,043.00
7211872	7/1/2015	7/2/2015	CFEE	Broker Fee	$1,000.00
7211873	7/1/2015	7/2/2015	SLTX	State Tax	$1,052.34

Thank you for your business

Total Invoice Balance: **$36,095.34**

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PO Box 742886
Los Angeles, CA 90074-2886

Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
18201 Von Karman Ave Suite 200
Irvine, CA 92612

Phone: (949)349-9800 **Fax:** (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1395022	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$3,000.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Fine Arts PolicyNumber: HTB-000069-002 Company: Ironshore Indemnity Inc. Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7195664	7/1/2015	7/1/2015	RENB	15-16 Fine Arts Renewal Premium	$3,000.00

Thank you for your business

Total Invoice Balance: **$3,000.00**

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Los Angeles, CA 90074-2886

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Irvine, CA 92612

Phone: (949)349-9800 **Fax:** (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1396080	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$117,036.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Workers Comp PolicyNumber: SP4053474 Company: Safety National Casualty Corporation Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7200818	7/1/2015	7/1/2015	RENB	15-16 Excess Workers' Compensation renewal	$117,036.00

Thank you for your business

Total Invoice Balance: **$117,036.00**

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PO Box 742886
Los Angeles, CA 90074-2886

GB-AJ Gallagher amendment 6-17-20_03

Final Audit Report 2020-07-01

Created:	2020-06-29
By:	Carolynn Roibal (clroibal@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1d7AAY2TCyhzGY7HwNu-I_uU6qsy8Iv9

"GB-AJ Gallagher amendment 6-17-20_03" History

Document created by Carolynn Roibal (clroibal@ci.santa-fe.nm.us)
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Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-06-29 - 3:58:13 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
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Signature Date: 2020-07-01 - 5:25:44 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-07-01 - 5:25:44 PM GMT

DATE: June 30, 2020
TO: EDAC, Finance Committee and City Council
VIA: Rich Brown, Director, Office of Economic Development RB
FROM: Fabian Trujillo, Manager, Office for Business Growth
RE: La Puerta Originals, Inc. – PPLA - Munis Contract #3201973

Background:

La Puerta Originals, Inc. is a local family owned artisan hand crafted manufacturer in Santa Fe. They manufacture custom made doors, cabinets, gates, furniture and other wood products out of antique reclaimed wood from around the world. La Puerta is an economic base employer where over 80% of their sales are from outside of New Mexico. They are a cornerstone of the artisan manufacturing and design industry sectors in Santa Fe. La Puerta has operated in Santa Fe for over 25 years and employ master wood craftspeople for their artisanal wood products. La Puerta's process of using reclaimed wood for their hand crafted products is part of the Santa Fe Style and experience.

In 2020 La Puerta projected its revenues would be $2 million and $2.3 million for 2021. , Then Covid 19 created an economic crash in magnitude similar to the Great Depression. Covid 19 forced La Puerta to lay off employees to prevent closure. Currently, they employ approximately 13 people with a quarterly payroll of $130,000 people. Their employees are highly skilled wood craftspeople who live in Santa Fe.

Item and Issue:

La Puerta requests $37,578 from the State of New Mexico for a zero interest loan. The monies will be utilized for lease payments for two years. The city will be the fiscal agent for the project. As fiscal agent, the City administers the disbursement of the monies, and monitors the economic goals in accordance with the Project Participation Loan Agreement (PPLA). In return for the loan, La Puerta will maintain a minimum employee base of thirteen people and a minimum quarterly payroll of $130,000. The loan will be repaid in two years from the approval of the Project Participation Agreement. If La Puerta's payroll falls to 80% of the monthly-required payroll, then the loan will escalate to 6%. If the payrolls falls to 70% of the monthly-required payroll, then the loan will become due. The monies will be secured by a second lien on fixed assets of the company.

Over the next ten years, La Puerta total fiscal impact to the State, City, County, SF Community College and Public Schools is estimated to generate approximately $3,299,241 in net benefits. Of the net benefits, La Puerta is estimated to generate $110,000 of this fiscal impact to the City of Santa Fe.

Action:

This zero interest loan will stymie the impacts of the Covid 19 pandemic in the artisan hand crafted manufacturing sector and lead to recovery for an anchor business in this industry sector. Second, the project outcomes will continue to align with the objectives and goals of the Economic Development Implementation Strategy adopted by the City Council in 2008. The project will create high-skilled career path employment, diversity Santa Fe's economy and bolster Santa Fe's innovative entrepreneurial ecosystem.

Staff recommends approval of both project participation agreements, intergovernmental agreements, budget adjustment request and supporting documents for $37,578 in loan monies from the State of NM LEDA Fund. Once the project participation and intergovernmental agreements are approved and executed, the NM Economic Development Department will transfer $37,578 to the City of Santa Fe's LEDA fund for the loan. The Munis Contract Number is 3201973 for this project.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-19

INTRODUCED BY:

Mayor Alan Webber

Councilor Vigil Coppler

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, SECTION 11-11 SFCC 1987; APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION LOAN AGREEMENT BETWEEN THE CITY OF SANTA FE AND LA PUERTA ORIGINALS, LLC. FOR AN ECONOMIC DEVELOPMENT LOAN FOR LEASE PAYMENTS TO PROVIDE ASSISTANCE FOR THE NEGATIVE FINANCIAL IMPACTS OF COVID-19.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Short Title. This Ordinance shall be known as the "COVID-19 La Puerta Economic Development Loan Project Ordinance."

Section 2. Recitals.

A. The Local Economic Development Act, NMSA 1978, Sections 5-10-1 et seq. explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources; and

Development Act by adopting an Economic Development Fund Ordinance (11-14 SFCC (1987)), incorporating within that ordinance its community economic development plan and its economic development strategy for implementation dated May 21, 2008; and

C. La Puerta Originals, LLC., ("Qualifying Entity") is a manufacturer of hand crafted doors and cabinets in a primary industry that creates economic base jobs which exports fifty percent (50%) or more of their services or goods outside of New Mexico, which meets the definition of Qualifying Entity under the Economic Development Ordinance (§ 11-14.4 (A) SFCC (1987)); and (NMSA 1978, § 5-10-3 (K)).

D. The State of New Mexico has appropriated Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) from the New Mexico LEDA Fund to loan as lease payments for the facility during a two (2) year period to assist La Puerta Originals, LLC with the negative financial impacts of COVID-19. The facility is located at 4523 State Highway 14 Santa Fe, New Mexico. La Puerta has operated in Santa Fe for over Twenty (20) years. This project identified as the "Project" is a Manufacturing Headquarters, which will expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

E. The facility manufactures doors, cabinets, and other items from antique woods from all over the world and is considered a "manufacturer".

G. Since January 31, 2020, the COVID-19 pandemic has forced La Puerta to lay off employees at their current manufacturing operation.

H. The project participation loan agreement will be approved to loan La Puerta Originals, LLC, Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) for two (2) years. The LEDA loan will assist La Puerta in paying its lease and allow La Puerta to maintain a staff of Thirteen (13) people with a minimum quarterly payroll of One Hundred and Thirty Thousand Dollars and No Cents ($130,000).

Section 3. Findings. The governing body hereby finds:

A. The City of Santa Fe has determined that it is in the interest of the welfare of the citizens of Santa Fe to enter into an Economic Development Project Participation Loan Agreement for the purposes of effectuating the city's Economic Development Plan and the Project.

B. In compliance with the City's Economic Development Fund Ordinance, 11-14 SFCC (1987), this Project Participation Agreement between Qualifying Entity and the City clearly states the following:

(1) La Puerta Originals, LLC. is a qualifying entity;

(2) The contributions provided by the City as a fiscal agent of the State and of the Qualifying Entity;

(3) The specific measurable objectives upon which the performance review will be based;

(4) A schedule for Project development and goal attainment;

(5) The security being offered for the City's investment;

(6) The procedures by which the Project may be terminated and the City's investment recovered;

(7) The time period for which the City shall retain an interest in the Project;

(8) The economic development goals of the project; and

(9) A "sunset" clause after which the City shall relinquish interest in and oversight of the project.

Section 4. Approval and Adoption of the Project Participation Agreement. The go verning body hereby approves the 2020 PPLA (attached as Exhibit A) whereby the City will continue to be the Fiscal Agent for the State Legislative appropriation of Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) in State Funds. The City will loan the State's Legislative appropriation of Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) to the Qualifying Entity and the funds will be used for lease payments, so the Qualifying

Entity will retain the Thirteen (13) current jobs, maintain the current quarterly payroll of One Hundred and Thirty Thousand Dollars and No Cents ($130,000), and expand tax the base and generate more taxes, fees, and other revenues for the State of New Mexico and City of Santa Fe.

Section 5. Severability Clause. If any section, paragraph, clause, or provision of this ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or unenforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this ordinance or the regulation so challenged.

Section 6. Effective Date. This ordinance shall become effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2020/Bills/La Puerta LEDA PPLA

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION LOAN AGREEMENT

THIS LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION LOAN AGREEMENT (the "Agreement") is entered into as of the _____ of _____ 2020, by and between the City of Santa Fe (the "City"), a political subdivision of the State of New Mexico (the "State"), and La Puerta Originals LLC. (the "Qualifying Entity" or "Q/E").

WHEREAS, the purpose of the Local Economic Development Act ("LEDA"), NMSA 1978, §§ 5-10-1, et seq., is to provide public support for economic development to foster, promote and enhance local economic development efforts;

WHEREAS, LEDA explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City has complied with LEDA requirements by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan (11-11 SFCC (1987)), called the Community Economic Development Plan and Economic Development Strategy for Implementation dated May 21, 2008;

WHEREAS, La Puerta Originals, LLC. is a "qualifying entity" under LEDA and the Economic Development Ordinance in that it is a manufacturer of hand crafted doors and cabinets in a primary industry that creates economic base jobs which exports fifty percent (50%) or more of their services or goods outside of New Mexico (§ 11-14.4 (A) SFCC (1987));." (NMSA 1978, § 5-10-3 (K);

WHEREAS, the City will receive an appropriation of loan funds (the "Appropriation") allocated from the State to disburse as the loan funds to the benefit of the "Qualifying Entity";

WHEREAS, the City will act as fiscal agent for the State's appropriation administering the Project (the State's "contribution") and will use the loan funds appropriated by the State, pursuant to §5-10-3 of LEDA, to convey the funds to the Qualifying Entity, for a two-year long lease abatement.

WHEREAS, all requirements under the City's Economic Development Ordinance have been fulfilled;

WHEREAS, the Q/E has submitted an application ("Application") to the City for assistance under the Economic Development Plan Ordinance (11-11 SFCC (1987)) for the City to act as fiscal agent for the loan monies ("Loan Monies") loan by the City through its Office of Economic Development and through the New Mexico Economic Development Department;

WHEREAS, in the Application, the Q/E proposed an "economic development project" compliant with LEDA, in that it will use the Loan Monies for lease payments necessary to

operate the business, which are needed due to the COVID 19 pandemic, for the Q/E to afford its facility (the "Project") located at 100 North Guadalupe, Santa Fe, New Mexico, 87501;

WHEREAS, the City has determined that it is in the interest of the welfare of the citizens of the City to enter into this Agreement for the purposes of effectuating its economic development plan by combating the impacts of COVID 19 on its economic base;

WHEREAS, the Project addresses the following objectives from the Santa Fe Economic Development Implementation Strategy as adopted by City Resolution 2008-42: "Diversify the Santa Fe Economy with an emphasis on high wage jobs and career paths; pursue overall affordability where local wages can support living in Santa Fe (reduce leakage); and bolster Santa Fe's leadership position and/or potential in innovation."

WHEREAS, this Agreement clearly provides the following as required by LEDA and the Economic Development Plan Ordinance: (1) the economic development goals of the Project; (2) the contributions of the State, City, and Q/E; (3) the specific measurable objectives upon which the performance review will be based; (4) the security being offered for the State's investment; (5) the procedures by which the project may be terminated and the State's investment recovered; (6) the time period for which the City shall retain an interest in the Project; (7) a "sunset" clause after which the City shall relinquish interest in and oversight of the Project; and (8) that the Qualifying Entity is a qualifying entity

1. CONTRIBUTIONS OF THE CITY, STATE, AND THE Q/E

A. Contributions of the State. The State of New Mexico Economic Development Department agreed to loan to the Q/E the sum of Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) for a period not to exceed two (2) years from the date hereof to be used for a two (2) year lease abatement. Said loan shall be without interest, provided the terms of Section C are met by the Q/E, and the loan will be repaid in whole at the end of this two (2) year agreement.

B. Contributions of the City. This Agreement governs the City's contribution to the Project. The City will serve as fiscal agent pursuant to the Intergovernmental Agreement between the City and State, which is in substantial form as **Attachment "B"**, the terms of which are incorporated into this Agreement. The City shall reimburse the Q/E in the amount of up to Thirty-Seven Thousand Five Hundred Seventy-Eight Dollars and No Cents ($37,578.00) in State monies for lease payments. The State monies will be available for reimbursement as identified in **Attachment "A".**

(1) Disbursement of Monies: Dispersal of the NM LEDA Funds by the State and the City's economic development funds are contingent upon the following:

(a) The City and the New Mexico Economic Development Department shall execute an intergovernmental agreement for the State to loan up to $37,578.00 to the City as fiscal agent for the Project; and

(b) The Q/E shall submit to the City for review, a cover letter, invoice, proof of payment, proof that lease is current and supporting documentation necessary for quarterly reimbursement. Disbursement shall be made on a reimbursement basis of eligible costs under the LEDA which include lease payments; and

(c) Disbursement(s) of the monies shall occur starting with the execution of all documentation, securitization is provided and approved and money is transferred to the city. Reimbursements will continue quarterly until all funds are disbursed.

(2) It is expressly understood that any costs eligible for reimbursement are retroactive to April 1, 2020, to assist with the negative financial impacts of COVID 19 on Q/E.

C. Contributions of the Q/E. The Q/E agrees for its contribution to this economic development project to maintain 13 positions and a minimum of $130,000 in quarterly payroll.

(1). If payroll falls below 90% of the payroll in Paragraph 1.C above, the loan interest *will escalate to 3% interest from the date of execution.*

(2). If payroll falls below 80% of the payroll in Paragraph 1.C above, interest on the loan will be 6% from the date of execution.

(3). If payroll falls below 70% of the payroll in Paragraph 1.C above, the loan will become immediately due and payable.

2. PERFORMANCE REVIEW AND CRITERIA – ECONOMIC DEVELOPMENT GOALS AND OBJECTIVES

A. Economic Development Objective. The objective is to create and support an economic development project that fosters, promotes and enhances the local economic development objectives identified in the Economic Development Strategy for Implementation dated May 21, 2008.

B. Economic Development Goals. The following Economic Development Goals shall be fulfilled by the Q/E:

(1) The economic goal is to sustain the Q/E during the COVID-19 crisis by providing the Q/E with the liquidity to retain its current employment base without layoffs. The retention of jobs will sustain the economic base and contribute to its long-term economic growth.

(2) The Q/E's contribution as set forth in Paragraph 1.C above and herein is incorporated into the Economic and Development Goals.

B. Reports; Certifications; Review.

(1) Quarterly Reports. During the term of this Agreement, the Q/E shall provide to the Office of Economic Development staff quarterly reports in the months of January, April, July, and October of each year. The Q/E's quarterly reports shall clearly indicate how the Q/E has met the retention of jobs and the payroll identified in Paragraph 2.B. (see **Attachment D** for recommended form) Quarterly reports shall be in the form of an affidavit signed by an officer of the Q/E. Quarterly reports shall include a copy of FORM ES-903a, or an equivalent document as required by the New Mexico Department of Workforce Solutions, provided by the Q/E to the City to demonstrate compliance with this Agreement at each review cycle. In the quarterly report, the Q/E shall include retained jobs, the average minimum annual salary of the retained jobs, and the total monthly payroll, and proof of lease payments for each quarter. The first quarterly report shall certify that the number of baseline jobs is 13 employees.

(2) Annual Reports. The City may require the Q/E to provide annual reports or a presentation to the City's governing body and the Economic Development Advisory Committee (EDAC). The City will give the Q/E a minimum of 30 days' notice if a report or presentation to the governing body or EDAC is required. City staff shall review these reports to ensure the Q/E's compliance with this Agreement in accordance with the Job Creation Commitment and Schedule.

(3) Certificate of Non-Interest. The Q/E shall certify to the City that to the Q/E's best information, knowledge and belief and after reasonable inquiry, no member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, has any interest, direct or indirect, in the Q/E or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The Q/E shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

3. RECAPTURE PROVISIONS FOR PUBLIC MONIES

A. If any Economic Development Goal set forth in Paragraph 2.B is not met and documented in a manner deemed satisfactory by the City, the Q/E shall be deemed in default ("Default") and within 60 days of the City receiving the quarterly report with the information of such Default, the City shall send a written Notice of Default to the Q/E informing the Q/E how many days it has to cure the Default or repay the Loan Monies disbursed in proportion to the Economic Development Goals not yet achieved.

B. If the Q/E remains noncompliant after any applicable cure period, then the City may elect to pursue any and all remedies available in law or equity, including but not limited to initiating foreclosure of the security interest or demanding timely repayment by the Q/E of the Loan Monies in proportion to the unmet goals, as the City in its sole discretion may determine subject to reasonable calculations.

C. In the event the Q/E ceases operations and closes its facility before the end of year (2) two of this Agreement, the Q/E shall be deemed in Default and the Q/E shall reimburse 100% of all Loan Monies disbursed to the Q/E to the City of Santa Fe Economic Development Fund as identified in 11-14 SFCC (1987).

4. Q/E BUYOUT

A. The Q/E may, at its election, buyout and thereby terminate this Agreement by repaying in full to the City all Loan Monies. Such repayment by the Q/E shall be without penalty until and unless the City initiates foreclosure of the loan, at which point costs, expenses (including City staff time) and attorney's fees will accrue to the repayment amount.

B. To initiate the buyout, the Q/E must send prior written notice to the City of the Q/E's intent to repay in full the Loan Monies at least 45 days prior to the Q/E's repayment. The City's receipt of the Q/E's repayment of all disbursed Loan Monies (including any costs, fees and expenses resulting from claw back proceedings) constitutes satisfaction of the Q/E under this Agreement, upon which the Q/E may request release of the security interest, and the City will release the security interest within a reasonable time after receiving the Q/E's written request.

C. Within 30 days of receiving such notice from the Q/E, the City will notify the New Mexico Economic Development Department of the Q/E's intent to exercise the buyout clause. The City will reimburse the New Mexico Economic Development Department its portion of the repaid Loan Monies within 60 days after the City receives the repaid monies from the buyout.

5. SECURITY FOR CITY'S INVESTMENT; CLAWBACK

A. This is a loan project only, with the City acting as fiscal agent. The Q/E is obligated to fulfill the Economic Development Goals of this Agreement; however if the Q/E is found by the City to be in Default, then the City may elect to demand financial reimbursement by the Q/E.

B. The Loan Monies should be secured in a manner that it may be clawed back if the Q/E fails to meet its performance goals under this PPA. As security for fulfilling the Economic Development Goals, before the City may disburse any appropriations to the Q/E, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City.

C. The acceptable security for the faithful performance and payment of all the Q/E's obligations under this agreement, the Q/E shall furnish to the city a second lien of the fixed assets acceptable the City and the State. The fixed assets shall be maintained during the entire term of this agreement and shall be held in place until the loan is repaid in full.

D. Acceptance of a method of securitization and of substitute collateral or proof of performance goals shall be within the City's sole and absolute discretion.

6. **TERM; SUNSET**

This Agreement shall remain in force for two (2) years from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the reasonable satisfaction of the City, whichever is earlier. In the event the Q/E performs or exceeds the required performance levels contained in this Agreement, as may be reasonably determined by the City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 7, below.

This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City reasonably determines that the economic development goals under this Agreement have been fulfilled, in which case the City will provide a closure letter to the Q/E.

7. **TERMINATION**

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination in the event that the Q/E ceases to operate the Project in accordance with the terms of this Agreement. If the Q/E is found to not be in substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Loan Monies.

The Q/E may terminate the Agreement by pre-paying in full to the City and without penalty any Loan Monies disbursed to the Q/E. The Q/E must send a written letter to the City giving notice of its intent to pre-pay the Loan Monies in full within 45 days prior to the Q/E's intent to repay in full the Loan Monies.

8. **STATUS OF THE Q/E**

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of this Agreement. The Q/E shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors retained by the Q/E in the performance of the services under this Agreement.

9. **ASSIGNMENT AND SUCCESSORS; BINDING EFFECT**

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.

B. The Q/E may not assign any rights under this agreement.

C. Any purported assignment of rights is a violation of subsection (B) and is void.

10. **INDEMNIFICATION; LIABILITY**

It is expressly understood and agreed by and between the Q/E and the City that the Q/E shall defend, indemnify, and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions, or demands whatsoever resulting from the Q/E's actions or inactions as a result of this Agreement, as well as the actions or inactions of Q/E's employees, agents, representatives and subcontractors as a result of this agreement. The Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

11. **INSURANCE**

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability with respect to the Project, in a form and with an insurance company reasonably acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City shall be notified no less than 30 days in advance of cancellation for any reason. The Q/E shall furnish the City with a copy of a "Certificate of Insurance" with respect to such coverage as a condition prior to performing under this Agreement.

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

12. **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.

13. **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 Q/E. 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.

14. **RECORDS AND AUDITS**

The Q/E shall maintain and keep in its possession throughout the term of this Agreement and for a period of six (6) years thereafter, all related records, including but not limited to, all financial records, payroll records and records of fixed assets as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted hereunder, the purpose for which such funds were used, and other such records as the City or the State shall proscribe. The Q/E shall be strictly liable for receipts and disbursements related to the Project Loan Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon notice within five (5) business days. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

15. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the City, this Agreement shall terminate upon written notice being given by the City to the Q/E.

16. **RELEASE**

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

17. **CONFIDENTIALITY**

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

18. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

The Q/E 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 Q/E 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.

19. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

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

21. REPRESENTATIONS AND WARRANTIES

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act of 1990 (the "ADA") and the regulations promulgated thereunder, 29 CFR 1630. The Q/E hereby agrees to defend, indemnify and hold harmless the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Q/E, its contractors and subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

B. The Q/E agrees to comply with the applicable provisions of local, state, and federal equal employment opportunity statutes and regulations.

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

22. APPLICABLE LAW

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

23. NON-DISCRIMINATION

During the term of this Agreement, the Q/E shall not discriminate against any employee or applicant for an employment position to be used in the performance by the Q/E 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.

24. 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.

25. NOTICES

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

If to the CITY OF SANTA FE:

City of Santa Fe
Attn: Director of Office of Economic Development
P.O. Box 909
Santa Fe, NM 87504

If to QUALIFYING ENTITY:

Attn: Chief Executive Officer
La Puerta Originals, LLC.
100 North Guadalupe Street
4523 State Highway 14
Santa Fe, New Mexico, 87504

26. HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27. **ATTACHMENTS**

All attachments are fully incorporated herein and made a part of this Agreement.

28. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

29. **REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatory for the Q/E represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The Q/E represents and warrants that the execution and delivery of the Agreement and the performance of the Q/E's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

_____

Alan M. Webber, Mayor

ATTEST:

_____

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

_____

Erin K. McSherry, City Attorney

APPROVED AS TO FINANCE:

_____

Mary McCoy, Finance Director

__2122800.510400_____

Munis Org Number

QUALIFYING ENTITY:

La Puerta Originals, LLC.
Melissa Coleman
CEO and President

By: _____

CRS Number: 0296819001
City of Santa Fe Business License Number: 227761

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

Notarized Affidavit

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by MELISSA COLEMAN, the Chief Executive Officer and President of La Puerta Originals LLC., a foreign profit corporation, on its behalf.

_____

Notary Public

My commission expires:

Attachment A

La Puerta Originals, LLC

LEDA Loan Disbursement Schedule

Date	Disbursement Amount	Disbursement Performance Milestone
August 31, 2020	$18,789 (State)	Retain employees with a minimum total Headcount of 13 and minimum payroll of $130,000 per quarter.
October 30, 2020	$18,789 (State)	Retain employees with a minimum total of 13 and minimum payroll of $130,000 per month.

ATTACHMENT B

INTERGOVERNMENTAL AGREEMENT
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND
THE CITY OF SANTA FE, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Santa Fe, a municipal corporation of the State of New Mexico ("City"), collectively referred to as the "Parties," with reference to the following facts.

SECTION 1. RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to NMEDD for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978, §§ 5-10-1, et seq., ("LEDA"), is to provide "public support for economic development to foster, promote, and enhance local economic development efforts…" Section 5-10-2(B); and

WHEREAS, the City has adopted LEDA by Ordinance 2004-42 which established the City's Economic Development Plan that promotes economic development within the City and Ordinances Nos. 2008-42 and 2018-4 amending the Economic Development Plan Ordinance; and

WHEREAS, the City has adopted Ordinance No._____ ("Ordinance") to approve the economic development project ("Project") to assist La Puerta Originals, LLC.,

a New Mexico limited liability corporation ("La Puerta") within the City costs associated with land, building and infrastructure.

WHEREAS, the City has entered into a Local Economic Development Project Loan Participation Agreement ("PPLA") with La Puerta Originals, LLC., and pursuant to the terms of that PPLA, La Puerta Originals, LLC, will maintain a quarterly payroll of $130,000 in exchange for the public contribution pursuant to the terms of that PPLA. A copy of the PPLA and any amendments are attached hereto as **Exhibit B**; and

WHEREAS, the EDD and the City desire to enter into this Agreement to facilitate disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City to oversee and administer the appropriation for the Project. It is the intent of the Parties that the EDD will transfer an amount not to exceed Thirty-Seven Thousand Three Hundred Fifty-Eight Dollars and No Cents ($37,578.00) (the "Funds") from the Appropriation to the City for expenditures made to implement the Project. The Parties agree that any and all State Funds received by the City will be accounted for by the City as the fiscal agent for the EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the Project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the appropriation supporting the Project. EDD will transfer an amount not to exceed Thirty-Seven Thousand Seven Hundred Fifty-Eight Dollars and No Cents ($37,758.00) from the Appropriation to the City for expenditures made to implement the Project, pursuant to pursuant to Section 5-10-3(E) of LEDA. The City will quarterly review the Project timeline and progress until the two (2) year anniversary of this Agreement or until the City certifies to the EDD that the requisite Economic Development Goals have been completed to the City's satisfaction or that the EDD contribution of no greater than $37,578.00 in Funds has been reimbursed to EDD.

The EDD and the City of Santa Fe agree that failure of La Puerta to make the required repayment will result in a violation of the terms and conditions of this Agreement. Such violation, after any cure period granted, will require that the City of Santa Fe foreclose on the security interest. All the terms, conditions and requirements set forth under the PPA are incorporated into this Agreement by reference.

All state funds recaptured from La Puerta by the City shall be returned to EDD within sixty (60) days.

SECTION 4. CITY OF SANTA FE RESPONSIBILITIES:

The City shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to the City. The City shall notify the EDD in writing of any default by La Puerta within 30-60 days of the event of default, as defined in the PPA ("Default");
2. Serve as fiscal agent for the Funds transferred to it under this Agreement;

3. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:

   a. Account for receipts and disbursements of reimbursed Funds;

   b. Provide the EDD with the required financial documentation pertaining to this disbursement; and

   c. Submit all required and reasonably requested documentation to the EDD, including the endorsed LEDA Ordinance approved by the Santa Fe City Council accepting the Project for La Puerta Originals, LLC as a qualifying entity pursuant to LEDA and PPLA entered into by the City of Santa Fe and La Puerta Originals, LLC. Such documentation shall include a fully executed copy of the La Puerta's security interest, and copies of invoices and other documentation as required by the EDD within the time required; and

4. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of Funds described in this Agreement; and

5. Monitor job retention and payroll maintenance required in the PPLA by La Puerta Originals, LLC. and report the number of jobs retained each quarter to EDD for a period of two (2) years after this Agreement has been fully executed. Quarterly reports shall include a copy of FORM ES-903 (or any form substituted therefore by the State) provided by La Puerta, Originals, LLC. to the City, on file with the New Mexico Department of Workforce Solutions.

SECTION 5. CITY CERTIFICATIONS:

As fiscal agent, the City hereby assures and certifies that:

1. It will comply with all applicable State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds;
2. It has the legal authority to receive and expend the funds;
3. It will enforce the provisions of Ordinance No. _____ approving the Project;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long-term economic development benefits;
5. It will provide the EDD documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of reports and documentation it receives from La Puerta;
6. It has entered into a PPLA and has obtained all financial documentation necessary to protect the City's and the State's investments in this project;
7. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work, stated above;
8. It will notify the EDD of any Default within sixty (60) days of an event of Default. Further, the City shall provide the opportunity for any Default to

be cured by La Puerta Originals, LLC., in accordance with the PPLA prior to termination thereof;

9. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall require La Puerta Originals, LLC to incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. Transfer an amount not to exceed Thirty-Seven Thousand Seven Hundred Fifty-Eight Dollars and No Cents ($37,578.00) from the Appropriation to the City for expenditures made to implement the Project;

2. Monitor the progress of the project;

3. The Parties shall create a Schedule listing all such time limits which shall then be appended to this Agreement and thereupon

incorporated into this Agreement and made a part hereof by this reference as though set forth in full; and

4. At the EDD's discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when La Puerta Originals, LLC. documents to the City's satisfaction that the required Economic and Development Goals and repaid the loan, as defined in the PPLA, have been satisfied, or until the PPLA is otherwise terminated or expires, whichever occurs earlier.

SECTION 8. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.* The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
2. The City Finance Department shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for

the Project, the purposes for which such funds were used, and such other records as the EDD may require.

3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus Funds are possessed by the City, the City shall return said Funds to the EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

The City Finance Department shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit to the EDD the quarterly employment report in the form of an affidavit signed by an officer of La Puerta Originals, LLC, which La Puerta Originals, LLC is required to submit quarterly to the City. The City Office of Economic Development shall submit to the EDD the quarterly reports that La Puerta Originals, LLC is required to submit to the City, including copies of Form ES-903 (or any form substituted therefor by the State), filed by La Puerta Originals, LLC with the New Mexico Department of Workforce Solutions. The City Office of Economic Development shall submit to the EDD a final report respecting direct and indirect job creation and retention attributable to the State appropriation on or before the termination of this Agreement. The Final Report shall contain a description of work accomplished, the methods and procedures used, a detailed

budget breakdown of expenditures, a description of any problems or delays encountered and the reasons therefore, and such other information as may be requested by the EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a 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. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

If to the EDD:

Attn: Mark Roper
Division Director
New Mexico Economic
Development Department
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Mark.Roper@state.nm.us

If to the City:

Attn: Richard Brown
Director, Office of Economic
Development
500 Market Station, Suite 200
Santa Fe, New Mexico 87504
rdbrown@santafenm.gov

SECTION 13. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature affixed below.

CITY OF SANTA FE:

_____
Alan M. Webber, Mayor

ATTEST:

_____
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

_____
Erin K. McSherry, City Attorney

APPROVED AS TO FINANCE:

_____
Mary McCoy, Finance Director

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes, Cabinet Secretary

Date: _____

By: _____

Jesika Ulibarri

Its: General Counsel, certifying legal sufficiency

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF LA PUERTA ORIGINALS, INC. IN SANTA FE, NM

March 27, 2020

Prepared by:
Ryan Eustice
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505

Prepared using Total Impact

PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the New Mexico Economic Development Department. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in New Mexico Economic Development Department's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. New Mexico Economic Development Department made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by New Mexico Economic Development Department or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.

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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the Santa Fe may have on the state and local economy and estimates the costs and benefits for the state and local taxing districts over a 10-year period.

Description of the Project

La Puerta Originals, Inc., designs and manufactures doors, gates, furniture, cabinets, and other custom designed products using antique and reclaimed wood materials. La Puerta Originals products are sold for both residential and commercial use. The typical client base includes high-end residential homeowners, architects, builders and interior designers, and commercial design firms. Up to 80 percent of La Puerta Originals sales are to customers in locations outside of New Mexico.
The company is located on four and a half acres which includes an 18,500 square foot manufacturing facility in Santa Fe, New Mexico. The company achieved $2.0 million in sales in 2019 and were projecting revenues to grow to $2.3 million in sales in 2021. We currently lease our building and property to manufacture our products and store our antique material and reclaimed wood on the property.
For more information about our company, please visit www.lapuertaoriginals.com

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing company in the Santa Fe. The existing operations currently support 13.0 direct jobs in the community and 9.7 indirect and induced jobs. The direct workers earn $59,000 per year and the company supports $1.7 million per year in taxable sales and spending in the community. Additionally, the company supports taxable property valued at $1.3 million annually. The table below illustrates the company's economic impact over the next 10 years - including both the existing and expanded operations.

Table 1. Economic Impact of Existing and Expanded Operations Over the Next 10 Years

	Existing Operations	Expansion	Existing & Expanded Ops
Economic Output:			
Direct	$23,683,485	$0	$23,683,485
Indirect & Induced	$13,584,847	$0	$13,584,847
Total	$37,268,332	$0	$37,268,332
Jobs			
Direct	13.0	0.0	13.0
Indirect & Induced	9.7	0.0	9.7
Total	22.7	0.0	22.7
Salaries			
Direct	$8,398,437	$0	$8,398,437
Indirect & Induced	$6,236,679	$0	$6,236,679
Total	$14,635,116	$0	$14,635,116
Taxable Sales			
Direct	$15,579,037	$0	$15,579,037
Indirect & Induced	$1,250,754	$0	$1,250,754
Total	$16,829,791	$0	$16,829,791

The table below illustrates the company's fiscal impact - the net benefits for local taxing districts - over the next 10 years - including both the existing and expanded operations.

Table 2. Fiscal Impact of Existing and Expanded Operations Over the Next 10 Years

	Net Benefits		
	Existing Operations	Expansion	Existing & Expanded Ops
State of New Mexico	$2,851,532	$0	$2,851,532
Santa Fe	$110,828	$0	$110,828
Santa Fe County	$325,181	$0	$325,181
Santa Fe Public Schools	$8,314	$0	$8,314
Special Taxing Districts	$3,386	$0	$3,386
Total	$3,299,241	$0	$3,299,241

The remainder of this report will reference the combined economic and fiscal impact of the existing and expanded operations.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the state. The 13.0 workers directly employed by the Project will earn approximately $59,000 per year initially. This direct activity will support 9.7 indirect and #DIV/0!
the Project is estimated to be approximately $14.6 million over the next 10 years.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the state, the Project is estimated to support approximately $16.8 million in taxable sales over the next 10 years.

Table 3. Economic Impact Over the Next 10 Years Statewide

	Direct	Indirect & Induced	Total
Economic output generated by direct, indirect, and induced activity	$23,683,485	$13,584,847	$37,268,332
Number of permanent direct, indirect, and induced jobs to be created	13.0	9.7	22.7
Salaries to be paid to direct, indirect, and induced workers	$8,398,437	$6,236,679	$14,635,116
Taxable sales and purchases	$15,579,037	$1,250,754	$16,829,791

The project is not expected to result in a consequential increase in the state's population. A majority of newly hired employees would likely be current New Mexico residents. However, it is estimated that approximately .0% of the new direct workers may be new residents to Santa Fe County. The local population impacts may result in new residential properties constructed in the county and increase the enrollment of local public schools.

Table 4. Population Impacts Over the Next 10 Years for the County

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the County	0.0	0.0	0.0
Number of new residents in the County	0.0	0.0	0.0
Number of new residential properties to be built in the County	0.0	0.0	0.0
Number of new students expected to attend local school district	0.0	0.0	0.0

The Project is estimated to support an average of approximately $0.1 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 5. Value of Taxable Property Supported by the Project Over the Next 10 Years

		The Project's Property				Total
Year	New Residential Property	Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Subtotal Nonresidential Property	Residential & Nonresidential Property
1	$0	$0	$0	$151,391	$151,391	$151,391
2	$0	$0	$0	$136,252	$136,252	$136,252
3	$0	$0	$0	$121,113	$121,113	$121,113
4	$0	$0	$0	$105,973	$105,973	$105,973
5	$0	$0	$0	$90,834	$90,834	$90,834
6	$0	$0	$0	$75,695	$75,695	$75,695
7	$0	$0	$0	$60,556	$60,556	$60,556
8	$0	$0	$0	$45,417	$45,417	$45,417
9	$0	$0	$0	$30,278	$30,278	$30,278
10	$0	$0	$0	$30,278	$30,278	$30,278

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 3.0% per year. The Project's real property is assumed to appreciate at a rate of 3.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Fiscal Impact Overview

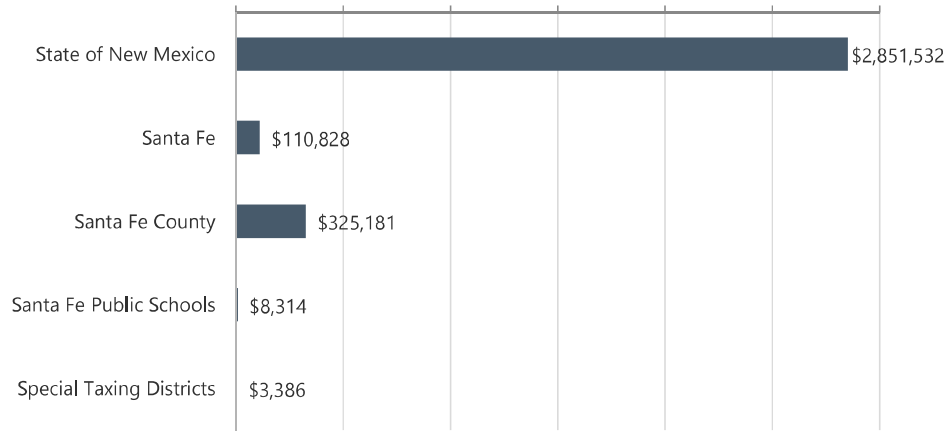
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the City will receive approximately $110,800 in net benefits over the 10-year period and the Project will generate $3,299,200 in total for all local taxing districts.

Table 5. Fiscal Net Benefits Over the Next 10 Years for the State and Local Taxing Districts

	Benefits	Costs	Net Benefits	Present Value of Net Benefits*
State of New Mexico	$3,260,335	($408,803)	$2,851,532	$2,013,195
Santa Fe	$131,995	($21,167)	$110,828	$77,916
Santa Fe County	$325,181	$0	$325,181	$229,468
Santa Fe Public Schools	$8,314	$0	$8,314	$6,444
Special Taxing Districts	$3,386	$0	$3,386	$0
Total	$3,729,212	($429,971)	$3,299,241	$2,329,647

** The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 6.75% to make the dollars comparable.*

Figure 1. Net Benefits Over the Next 10 Years for the State and Local Taxing Districts



State of New Mexico

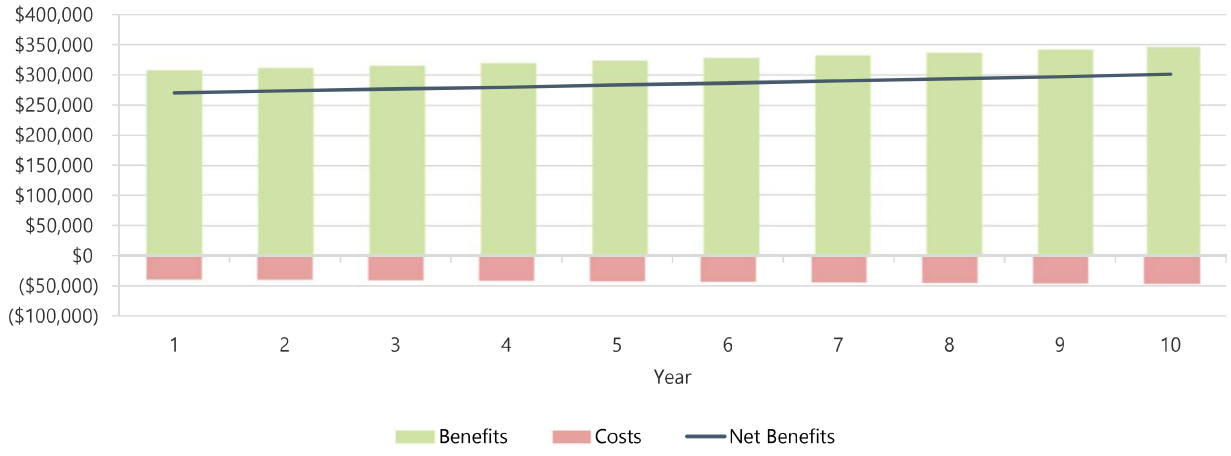
The table below displays the estimated additional benefits to be received by the State of New Mexico over the first 10 years. The project is expected to have a small effect on the statewide population and therefore some additional statewide costs to provide additional services were estimated for the state. Appendix C contains the year-by-year calculations.

Table 6. State of New Mexico: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$656,362
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Personal Income Taxes	$512,229
Corporate Income Taxes	$1,124,411
Miscellaneous Taxes & User Fees	$966,181
Subtotal Benefits	$3,260,335
Cost of Providing State Services	($408,803)
Subtotal Costs	($408,803)
Net Benefits	$2,851,532
Present Value (6.75% discount rate)	*$2,013,195*

Gross receipts taxes are estimated on new taxable gross receipts resulting from the project. Property taxes are estimated on the firm's property and new residential property constructed. Personal income taxes are estimated based on an effective income tax rate and the earnings of new direct and indirect workers. Corporate income taxes on the direct activity is based on the net taxable income projected by the company. Corporate income taxes on the indirect activity is estimated on a per indirect worker basis and the observed statewide corporate income tax collections per worker. To the extent that the project will result in an increase in new households in the state, additional miscellaneous taxes and user fees have been estimated for the state. Additionally, the costs to provide state services to these new households were also estimated based on recent state expenditure data as detailed in the Appendix.

Figure 2. Annual Fiscal Net Benefits for the State of New Mexico



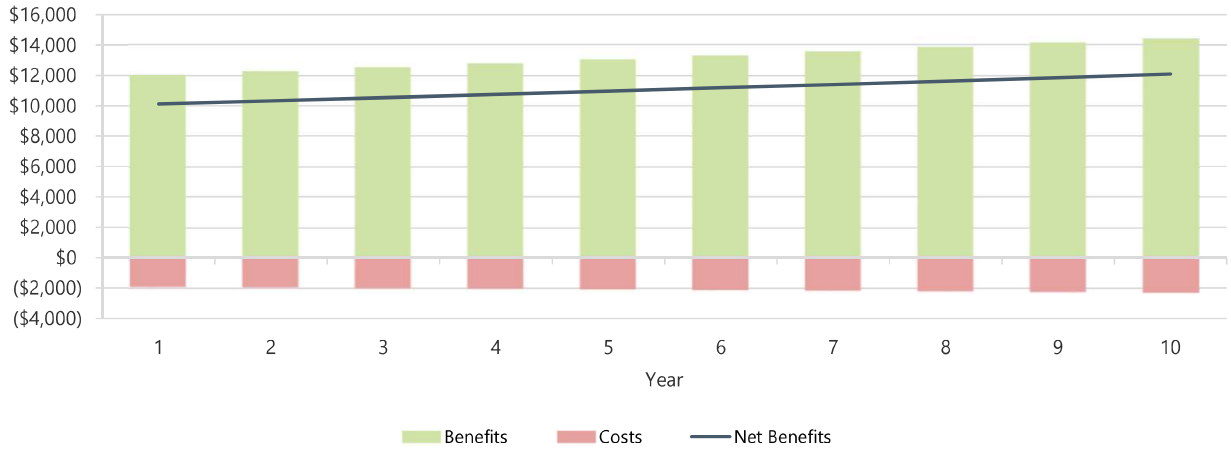
Santa Fe

The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 7. Santa Fe: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$111,444
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Utility Revenue	$20,551
Utility Franchise Fees	$0
Building Permits and Fees	$0
Lodgers Taxes	$0
Miscellaneous Taxes & User Fees	$0
Subtotal Benefits	$131,995
Cost of Providing Municipal Services	$0
Cost of Providing Utility Services	($21,167)
Subtotal Costs	($21,167)
Net Benefits	$110,828
Present Value (6.75% discount rate)	*$77,916*

Figure 3. Annual Fiscal Net Benefits for the Santa Fe



Santa Fe County

The table below displays the estimated additional benefits, costs, and net benefits to be received by the County over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 8. Santa Fe County: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Gross Receipts Taxes	$0
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Building Permits and Fees	$0
Miscellaneous Taxes & User Fees	$0
Subtotal Benefits	$0
Cost of Providing County Services	$0
Subtotal Costs	$0
Net Benefits	$0
Present Value (6.75% discount rate)	*$0*

Santa Fe Public Schools

The table below displays the estimated additional benefits, costs, and net benefits to be received by the school district over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 9. Santa Fe Public Schools: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
State Equalization Guarantee	$0
Subtotal Benefits	$0
Cost of Educating New Students	$0
Subtotal Costs	$0
Net Benefits	$0
Present Value (6.75% discount rate)	*$0*

Benefits for Other Taxing Districts

The table below displays the estimated additional property taxes to be received by other property taxing districts over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 10. Other Taxing Districts: Benefits Over the Next 10 Years

	Amount
Real Property Taxes - Project	$0
FF&E Property Taxes - Project	$0
Property Taxes - New Residential	$0
Benefits	$0
Present Value (6.75% discount rate)	*$0*

State Incentives

The state is considering the following incentives for the Project.

Table 18. State Incentives Under Consideration

Year	Enter Incentive Description
1	$37,578
2	$0
3	$0
4	$0
5	$0
6	$0
7	$0
8	$0
9	$0
10	$0
Total	$37,578

These financial incentives may be considered an investment in the Project made by the state. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the state, treating the incentives as the initial investment and the net benefits to the state as the return on investment. The payback period is the number of years that it will take the state to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

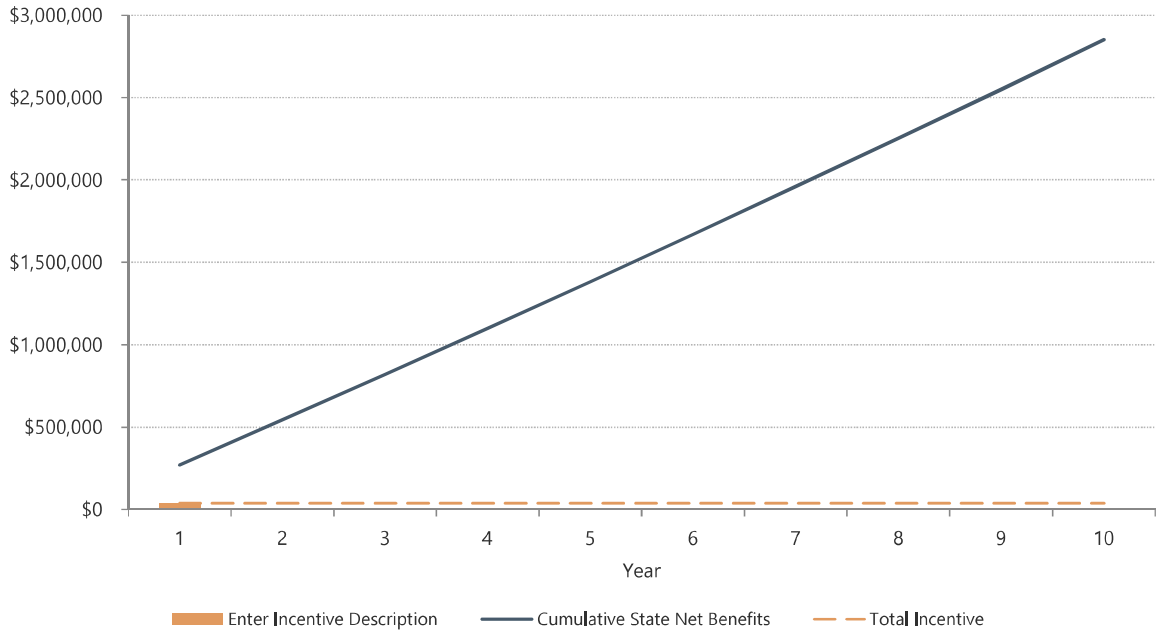
Table 19. Analysis of State Incentives

Total State Incentives	$37,578
Incentives Per Job	N/A
Rate of Return	758.8%
Payback period (years)	0.1

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the State. The intersection indicates the length of time until the incentives are paid back.

Figure 6. State Incentives Under Consideration



This project is requesting a LEDA Loan in the amount of $37,578.00

Overview of Methodology

This report presents the results of an analysis undertaken by the New Mexico Economic Development Department using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

Multiplier		City	County	State
Employment Multiplier	(Type II Direct Effect)	1.2990	1.3986	1.7440
Earnings Multiplier	(Type II Direct Effect)	1.2984	1.3979	1.7426

Calculation of Fiscal Impact

Calculation of Revenues for the State

The state's revenues from gross receipts taxes, property taxes, personal and corporate income taxes were estimated directly using data entered about the project and state tax rates and assumptions about workers moving to the area and possibly building new property.

Impact DataSource estimated the miscellaneous taxes and user fees as a function of statewide personal income. The data used to estimate these factors were obtained from the US Census of Governments and the Bureau of Economic Analysis. Next, these percentages were applied to the total increase in workers' earnings from the economic impact calculations to determine the annual miscellaneous taxes and user fees to be collected by the state related to the permanent increase in economic activity supported by the project.

The fiscal costs associated with the project result from the portion of new worker households that relocate to New Mexico to take a job and the resulting costs to provide state services to these new residents. Impact DataSource estimated the cost of providing state services to new worker households moving to the state by applying the average per household cost of state expenditures to the estimated number of new workers new to the state.

Impact DataSource determined the marginal cost to provide state government services on per household in the state by using approximately 40% of the average cost. The data used to estimate these costs were obtained from the US Census of Governments and US Census. On average, the state incurs $5,000 in costs to provide these services to households.

Calculation of Revenues for the City

The city's revenues from gross receipts taxes, property taxes, city-owned utilities, utility franchise fees, lodging taxes, and building permits and fees were estimated directly using data entered about the project and local tax rates and assumptions about workers moving to the area and possibly building new property.

The new firm was not asked for nor could reasonably provide some data for calculating some other revenues for the city. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers at the firm, the firm may not reasonably know the propensity of its workers to speed. Therefore, some other city revenues were calculated using an average revenue approach. This approach uses two assumptions:

1 - The city has two general revenue sources -- revenues from residents and revenues from businesses.
2 - The city will collect (a) about the same amount of other revenues from each household of new workers that may move to the city as it currently collects from an average household of existing residents, and (b) about the same amount of other revenues from the new firm (on a per worker basis) will be collected as the city collects from other businesses in the city.

Using this average revenue approach, revenues likely to be received by the city were calculated from the households of new workers who may move to the city and from the new firm using average city revenues per household and per worker calculations. These revenues are labeled as miscellaneous taxes and user fees.

The total annual city revenues used to make average revenue calculations in this analysis were obtained from the city's latest annual budget and the per household and per worker and calculations are detailed in Appendix A.

Calculation of Costs for the City

This analysis sought to answer the question, what additional monies will the city have to spend to provide services to households of new workers who may move to the city and to the firm. A marginal cost approach was used to calculate additional city costs from the new firm and its workers.

This approach uses two assumptions:

1 - The city spends money on services for two general groups -- residents and businesses.
2 - The city will spend (a) about the same amount for variable or marginal cost for each household of new workers that may move to the city as it currently spends for an average household of existing residents, and (b) about the same amount for variable or marginal costs for the new firm (on a per worker basis) as it spends for other businesses in the city.

Calculation of Net Benefits for the City

Net benefits calculated in this analysis are the difference between additional city revenues over a ten-year period and additional city costs to provide services to the new firm and its workers and indirect workers who may move to the city.

Calculation of Revenues, Costs and Net Benefits for the County
The model estimates additional revenues, costs and net benefits for the county using the same methodology described for the city relying on county budget data.

Calculation of Revenues for Public Schools
The school district's revenues from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

However, school district revenues from state and federal funds and other local funding were calculated using an average revenue approach. This approach used the assumption that the school district will collect about the same amount of these revenues for each new student in the household of a new worker who may move to the county as it currently collects for each existing student.

Calculation of Costs for Public Schools
A marginal cost approach was used to calculate additional school district costs from the new firm and its workers. This approach uses the assumption that the school district will spend about the same amount for variable or marginal cost for each new student as it spends for each existing student.

Calculation of Net Benefits for Public Schools
Net benefits calculated in this analysis are the difference between additional school district revenues over a ten-year period and marginal costs for the school district to provide services to students in the households of new workers who may move to the county.

The school district's total annual revenues and expenses to make average revenue and marginal costs calculations in this analysis were obtained from the school district's latest annual budget.

Calculation of Property Taxes to be Collected by Countywide Special Taxing Districts
Revenues for countywide special taxing districts from property taxes were calculated on the new residential property for some new direct and indirect workers who may move to the county and on the firm's property that will be added to local tax rolls.

While each of these special taxing districts may incur additional costs from new residents and from the new firm, these additional costs were not calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in New Mexico and more than 30 other states.

In addition, Impact DataSource has prepared and customized more than 50 economic impact models for its clients to perform their own analyses of economic development projects. These clients include the Frisco EDC in Texas and the Metro Orlando (Florida) Economic Development Commission.

FIR No. 3261

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): La Puerta LEDA PPLA.

Sponsor(s): Mayor Webber and Councilor Vigil Coppler

Revie wing Department(s): Economic Development Department

Staff Completing FIR: Fabian Trujillo Date: June 30 , 2020 Phone: 955-6912

Revie wed by City Attorney: _____ Date: _____

Revie wed by Finance Director: Mary McCoy Date: Jul 17, 2020

Summary:

The Bill under consideration will provide La Puerta Originals, Inc with the financial assistance needed to survive and recover from COVID-19. The City would loan La Puerta $37,578 for lease payments at zero interest as part of the NMEDD COVID-19 LEDA lo an program under the LEDA Loan Ordinance. The City would be fiscal agent to loan and administer the State mo nies to La Puerta for a period of two years. In return for the zero interest loan, La Puerta would ma intain a minimum employee base of 13 people and a minimum quarterly payroll of $130,000 . The loan would repayable in full in two years. The loan will be securitized with a lien on fixed assets owned by La Puerta. If La Puerta meets 80% of the quarterly payroll obligation, the loan rate will escalate from zero to 6%. If the payroll falls to 70%, then the loan will be imme diately due and payable. The PPA will be retroactive to April 1, 2020 to assist with the negative impacts of COVID- 19.

Departments Affected:
The Office of Economic Development, City Attorney's Office and Finance Department.

Consequences of Not Enacting Legislation:
The consequences of not enacting this B ill will result in La Puerta laying off people and possible closure. The closure of La Puerta would result in the loss of a mini mu m of 13 jobs and a minimum quarterly payroll of approximately $130,000. La Puerta has been in business over 20 years in Santa Fe. They are a manufacturer of handcrafted doors and cabinets. La Puerta anchors the design and artisan ma nufacturing industry in Santa Fe. The closure of La Puerta will reduce the diversity in the Santa Fe economic base. The state should reasonably expect to lose $3.3 million in net benefits in the form of gross receipts taxes, income taxes, property taxes, lodgers' taxes, utility fees, and other revenues estimated by the operations of La Puerta identified in Economic Impact Analysis in Attachment C of the project participation loan agreement.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:

La Puerta Originals, Inc. manufactures handcrafted doors, cabinets, gates, and furniture using reclaimed antique wood. Eighty percent (80%) of their customer base is outside of New Mexico in both the residential and commercial sectors. La Puerta's projected revenue in 2020 was $2 million, and $2.3 million in 2021. La Puerta has been operating in Santa Fe for over 20 years. They local home grown company that is part of the artisan handcraft manufacturing sector. Santa Fe is their headquarters. They currently employ a minimum of 13 people in Santa Fe. La Puerta is an economic base artisan manufacturing employer in Santa Fe. The loan will allow La Puerta to continue operating in Santa Fe and assist a local home grown business.

Fiscal Implications:

The fiscal implications from this project impacts the Santa Fe economy and the City's budget. According to the Economic Impact Analysis in Attachment C of the PPLA, it is estimated that La Puerta will generate approximately $3.3 million in new revenues for the State from La Puerta's existing operations over the next ten years. This equates to approximately $ 33,000 per year. The state will loan La Puerta $37,578 for two years and will be repaid in FY 2023-2024. Therefore, for a loan of $37,578, the state will realize recurring revenue over ten years of $3.3 million and $110,000 for the City over the same time period. Therefore, the investment would be positive for the City's revenues and the Santa Fe economy in general.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2021	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$10,000	N	R	100	
Benefits*					
Capital Outlay	$				
Contractual/	$ 37,578		NR	212	
Professional Services					
Operating	$				$
Total:	$ 47,578				$67,578

* This includes all staff time associated with executing the job functions of the proposed legislation .

Expenditure Narrative:

Existing personnel will absorb the costs of administering the Project Participation Loan Agreement. The disbursement schedule of public mo nies for the loan agreement will be accomplished in the following manner going forward: FY 2020-2021 - $37,578. In FY 2023 -2024, La Puerta will repay the zero interest loan and the City will reimburse the loan proceeds to the NM LEDA Fund. La Puerta will be disbursed the monies when they meet the job creation and payroll goals identified in the PPLA if the monies are securitizd.

Revenue

Revenue Type	FYE 2021	FYE	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$		
Special Revenue	$	$		
CIP	$	$		
Enterprise	$	$		
1. Internal Service	$	$		
Trust and Agency	$	$		
Federal	$	$		
Other	$37,578	$	NR	212
Total	$37,578	$		

Revenue Narrative:

In FYE 21, the City would receive $37,578 in revenues from the state NM LEDA Fund for a zero interest loan. The City would receive $37,578 in FY 2023-2024 from La Puerta for repayment of the zero interest loan.

La Puerta LEDA PPLA (For Signature)

Final Audit Report 2020-07-13

Created:	2020-07-13
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
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La Puerta LEDA PPLA (Signed)

Final Audit Report 2020-07-17

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f. Bill No. 2020-_ ; An Ordinance Amending Section 10-9 SFCC 1987; Amending Section 10-9.2 To Align The Intent With The Purpose Of The Bill; Amending Section10-9.3 To Amend And Add Definitions; Amending Section 10-9.4 To Make The Property Owner Responsible; Repealing And Readopting A New Section 10-9.5 To Establish A Process For A Nuisance Investigation And Abatement Process; Repealing And Readopting A New Section 10-9.6 To Establish Tenants Rights; Amending Section 10-9.7 To Establish Enforcement Provisions To Hold The Property Owner Accountable; Amending Section 10-9.8 Regarding Reseration Of Legal Options; Amending Section 10-9.9 Regarding Appeals; Amending Section 10-9.10 To Remove Extraneous Language; Repealing Section 10-9.11 Regarding Supplementary Remedies For Public Nuisances; And Amending Section 10-9.13 Regarding The Right Of Entry. (Councilors Lindell, Villarreal, Romero-Wirth, Vigil Coppler) (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554; Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)
Committee Review:
Public Works and Utilities Committee (scheduled): 7/6/20
City Council (request to publish) (scheduled): 7/8/20
Finance Committee (scheduled): 7/13/20
City Council (public hearing) (scheduled): 7/29/20

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY

Bill No. 2020-__

Nuisance Abatement

SPONSOR(S): Councilors Lindell, Villarreal, Romero-Wirth, and Vigil Coppler

SUMMARY: The Bill amends, repeals, and creates various Sections of Section 10-9 SFCC 1987, the Nuisance Abatement Ordinance.

PREPARED BY: Jesse Guillen, Legislative Liaison

FISCAL IMPACT: Yes, but unknown at this time

DATE: June 23, 2020

ATTACHMENTS: Policy Brief
Bill
Fiscal Impact Report

Below are the proposed changes to the Nuisance Ordinance, aimed at making the nuisance abatement process more transparent and effective at solving chronic nuisances in Santa Fe.

ORDINANCE AMENDMENTS

ADJUST THE CURRENT DEFINITION OF A NUISANCE

Our nuisance ordinance very broadly defines a nuisance as:

A. Any building or structure which is ruined, damaged or dilapidated to such an extent, or any real property which is covered with ruins, rubbish, wreckage or debris to such an extent that the building, structure or real property threatens harm to the public comfort, health, well-being, peace or safety.

B. Any property or vehicle on or in which any [of the following] illegal activities as established in federal law, New Mexico state statute, or Santa Fe city code occur or which is used to commit, conduct, promote, facilitate any illegal activities and, because of such activity or use, the property threatens harm to the public comfort, health, peace, well-being or safety.

C. A loud or unruly gathering as defined in this subsection.

D. A nuisance as defined or described in any other section of the city code.

E. Knowingly creating, performing, or maintaining anything affecting any number of citizens without lawful authority that is either:

> *(1) Injurious to public health, safety, [morals] or [welfare] well-being; or*
>
> *(2) Interferes with the exercise and enjoyment of public rights, including the right to use public or private property.*

***Justification**:* This definition gives the City the authority to use discernment in issuing nuisance violations as it sees fit on a case by case basis. It is broad enough to cover anything that may be a nuisance, without being so specific as to limit the application of the ordinance. The current definition can also apply to "blighted" or abandoned properties, designating them nuisance properties and therefore subject to nuisance enforcement.

HOLD THE PROPERTY OWNER RESPONSIBLE

All nuisance warnings, violations, or other communications will be issued to the property owner. All responsibility of nuisance violations and repercussions will fall on the property owner. All communication from the City in regard to nuisance properties will be directed to property owners.

Justification: Targeting property owners ensures that they are made aware of troublesome tenants and that the owner will always be held responsible. We anticipate this will incentivize property owners to properly screen tenants as well as address nuisance issues as they arise.

BROADEN DEFINITION OF "PROPERTY" TO INCLUDE MULTI- UNIT PROPERTIES

A single property will be defined by ownership, not number of units. If a property owner owns multiple units on a single piece of land or in a single complex, it will be considered one property. If multiple owners own units within a condominium or townhouse complex, these are considered separate properties.

Justification: This definition will limit property owners from being able to spread nuisance violations across multiple owned units at the same location.

INSTITUTE A NUISANCE TRIGGERING SYSTEM

Six (6) police calls, land use code violations, or constituent complaints, or any combination thereof, to a property within any six (6) month period will trigger an internal Nuisance Investigation. A letter will be sent to the property owner informing them of the "incidents" and the investigation. If the investigation determines a nuisance exists, the warning and abatement process will be initiated.

The city shall not include calls for law enforcement, fire, or other first responders in the investigation if the caller had reasonable belief that an individual was in need of intervention or emergency assistance.

The City may initiate an internal investigation of a possible nuisance property that meets some but not all of the aforementioned requirements to trigger an internal investigation. For example, if a property only has 3 calls in 6 months, but they are for severe nuisances or illegal activities, it could still be deemed a nuisance by internal investigation.

Justification: This process will alert the City to possible nuisance properties before they become chronic nuisances, as well as allow the City to investigate severe, if infrequent, violators.

INSTITUTE AN INTERNAL REVIEW PROCESS

Constituent and Council Services will monitor and review all nuisance cases prior to a warning and abatement being issued. The investigation will consider number of police calls, severity of infractions, number and character of constituent calls, police statements, neighborhood testimony, past abatement plans, and any other information available to make a determination of nuisance.

Justification*:* This process allows the City to exercise discretion to determine if a nuisance exists. This will protect property owners from "nosey neighbors" who may frequently call the City to complain about minor issues, as well as allow the City flexibility to issue violations to severe, if infrequent, violators.

INSTITUTE AN ABATEMENT PLAN PROCEDURE

If a property is deemed a nuisance by the internal investigation, the City will issue a written nuisance violation and mandate the property owner submit an abatement plan. The abatement plan, to be submitted by the property owner to the City no later than 15 days after issuance, must include concrete steps and a timeline to abate the nuisance. The City will review and approve the abatement plan. If the

property owner needs assistance to compile their nuisance plan, the City will provide a recommended abatement plan to the homeowner.

The abatement plan cannot consist solely of eviction of victims or innocent tenants.

Once a property has been determined to be in compliance, the property will enter into a monitoring period of three (3) months. Once this monitoring period is complete, a letter will be sent to the property owner notifying them of their compliance and removal from probation.

Justification: Abatement plans allow the property owner a chance to abate the nuisance before being fined or brought to court. It gives the City multiple opportunities to engage with the property owner, and to collaborate on a plan to alleviate the problem.

ADD SECTION ON TENENTS' RIGHTS

Add section on protection of tenants:

Neither a property owner nor the city shall:

A. Prohibit or limit a tenant's right to summon police or other emergency assistance based on the tenant's reasonable belief that the tenant or any other individual is in need of intervention or emergency assistance; or

B. Impose monetary or other penalties on a tenant who summons police or emergency assistance if the assistance was requested or dispatched based on a reasonable belief that the tenant or other individual was in need of intervention or emergency assistance.

Justification: This provision protects tenants and ensures their right to call for help when needed.

DEFINE NON- COMPLIANCE REPERCUSSIONS AND ENFORCEMENT PROCESS

If a property owner fails to provide an approved abatement plan within 15 days, or they do not comply with the abatement plan within 30 days of approval, they will be considered non-compliant. At this time, the City can choose to step in and abate the nuisance, at the expense of the property owner. An additional fine of $100 per day for each day of non-compliance can be charged to the property owner at the discretion of the City.

If the owner continues non-compliance, including non-payment, for a period of 90 days, the City can take the property owner to District Court and recommend to the courts to place a lien on the property, to force the sale of the property, or to seize the property. After 90 days of non-compliance and the City decides to pursue the case in court, the $100 per day fine will no longer accumulate. The maximum fine will be $9000.

The City can also pursue the issue in District Court if the property has three (3) separate nuisance violations in any two (2) year period, regardless of abatement.

Justification: These changes will strengthen enforcement by instituting civil fines and by outlining a clear enforcement process to prosecute non-compliance. Additionally, the new nuisance process and case management process will provide the City much more evidence of non-compliance if the case is brought before the court. The City will have a much stronger defense after attempting to work with the property owner over the course of several months to abate the nuisance.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Renee Villarreal

Councilor Carol Romero-Wirth

Councilor JoAnne Vigil Coppler

AN ORDINANCE

RELATING TO THE NUISANCE ABATEMENT ORDINANCE, SECTION 10-9 SFCC 1987; AMENDING SECTION 10-9.2 TO ALIGN THE INTENT WITH THE PURPOSE OF THE BILL; AMENDING SECTION10-9.3 TO AMEND AND ADD DEFINITIONS; AMENDING SECTION 10-9.4 TO MAKE THE PROPERTY OWNER RESPONSIBLE; REPEALING AND READOPTING A NEW SECTION 10-9.5 TO ESTABLISH A PROCESS FOR A NUISANCE INVESTIGATION AND ABATEMENT PROCESS; REPEALING AND READOPTING A NEW SECTION 10-9.6 TO ESTABLISH TENANTS' RIGHTS; AMENDING SECTION 10-9.7 TO ESTABLISH ENFORCEMENT PROVISIONS TO HOLD THE PROPERTY OWNER ACCOUNTABLE; AMENDING SECTION 10-9.8 REGARDING RESERVATION OF LEGAL OPTIONS; AMENDING SECTION 10-9.9 REGARDING APPEALS; AMENDING SECTION 10-9.10 TO REMOVE EXTRANEOUS LANGUAGE; REPEALING SECTION 10-9.11 REGARDING SUPPLEMENTARY REMEDIES FOR PUBLIC NUISANCES; AND AMENDING

underscored material = new [~~bracketed material~~] = delete

SECTION 10-9.13 REGARDING THE RIGHT OF ENTRY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 10-9.2 of SFCC 1987 (being Ord. No. 2005-1 § 9, as amended) is amended to read:

10-9.2 Intent.

A. The abatement of public nuisances for the protection of public health, safety, and [~~welfare~~] well-being is a matter of local concern. The purpose of this section is to abate public nuisances. [~~The remedies provided in this section are directed at the property involved without regard to ownership, title or right of possession and the culpability or innocence of those who hold these rights.~~] The remedial actions provided in this section are intended to be civil in nature.

B. The purpose of this section is to [~~reduce the costs of providing police, fire, and other emergency response services~~] prevent the use of property as a public nuisance and to minimize the impact of nuisance properties on surrounding neighborhoods by imposing a civil fee against [~~person responsible~~] the property owner for conducting, aiding, allowing, permitting, or condoning a public nuisance at a [~~residence or other private~~] property [~~for the recovery of costs associated with providing law enforcement, fire, and other emergency response services to public nuisances~~]. If the city deems the property owner to be non-compliant with the required abatement plan, the city may issue fines and may request that a district court place a lien on the property pursuant to Section 10-9.7 SFCC 1987.

Section 2. Section 10-9.3 of SFCC 1987 (being Ord. No. 2005-1 § 10, as amended) is amended to read:

10-9.3 Definitions.

For the purposes of this section the following definitions shall apply unless the context

clearly indicates or requires a different meaning.

Abate means to repair, replace, remove, destroy, bring to a halt, eliminate, or, where that is not possible or feasible, to suppress, reduce, or minimize.

Abatement plan means a document including the name and address of the property owner and, if applicable, the person(s) in charge of the property; the street address or a description sufficient for identification of the property, building, structure, or land upon or within which the nuisance is occurring; a description of or reference to the relevant nuisance activities; an outline of the steps required to rectify the public nuisance(s), including a timeline for completion; and an agreement by the property owner that the city may (1) inspect the property as necessary to determine compliance with the abatement plan; (2) if the property owner fails to comply with the abatement plan by the deadline outlined within the abatement plan, abate the nuisance and recover costs, expenses, and monetary penalties pursuant to 10-9.7 SFCC 1987.

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, and which contains one-half of one percent (.5%) or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

Building means a structure, as defined herein, which is enclosed with walls and a roof so that there are no sides left open.

Contraband means any personal property which is illegal to own.

Juvenile means any person under eighteen (18) years of age.

Loud or unruly gathering means a party or gathering of two (2) or more persons at or on a [~~residence or other private~~] property, who are causing noise that disturbs the peace or

obstructs public streets, including crowds of people who have spilled into public streets.

Incident means:

A. A response to the relevant property from law enforcement, fire, or other emergency response provider;

B. Land use code citation; or

C. Constituent complaint.

Person means natural persons and every legal entity whatsoever, including but not limited to sole proprietors, corporations, limited liability companies, partnerships, limited partnerships, and associations.

Personal property means all property of every kind and nature whatsoever, including cash, vehicles, animals, intangible property, and contraband, but not including real property of any kind.

Property means property of all kinds, including real property and personal property, [~~as defined herein~~] including a home, yard, apartment, condominium, hotel, motel, vacant lots, abandoned buildings, or a hall or meeting room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, and whether owned, leased, rented, or used with or without compensation.

Property owner means a person who holds fee simple title to any property, or a person acting lawfully on behalf of the person who holds title.

Public nuisance or nuisance means:

A. Any building or structure which is ruined, damaged or dilapidated to such an extent, or any real property which is covered with ruins, rubbish, wreckage or debris to such an extent that the building, structure or real property threatens harm to the public comfort, health, well-being, peace or safety; or

B. Any property or vehicle on or in which any [~~of the following~~] illegal activities

as established in federal law, New Mexico state statute, or Santa Fe city code occur or which is used to commit, conduct, promote, facilitate any illegal activities and, because of such activity or use, the property threatens harm to the public comfort, health, peace, well-being or safety. [~~For purposes of this section, the illegal activity shall have the same definition as that contained in the section of the New Mexico Statutes Annotated (NMSA), as amended, or Chapters XII or XX SFCC 1987, as amended, listed after the illegal activity:~~

~~(1) Prostitution, Section 30-9-2 NMSA; patronizing prostitutes, Section 30-9-3 NMSA, promoting prostitution, Section 30-9-4 NMSA; or accepting earnings of a prostitute, Section 30-9-4.1 NMSA;~~

~~(2) Sexual exploitation of children by prostitution, Section 30-6A-4 NMSA;~~

~~(3) Sexual exploitation of children, Section 30-6A-3 NMSA;~~

~~(4) Trafficking in controlled substances, Section 30-31-20 NMSA; distributing controlled substances to a minor, Section 30-31-21 NMSA; distribution of a controlled substance, Section 30-31-22 NMSA; possession of a controlled substance, Section 30-31-23 NMSA; distributing a counterfeit controlled substance, Section 30-31-22B NMSA; distributing, manufacture, or possession of an imitation controlled substance, Section 30-31A-4 NMSA; sale of an imitation controlled substance to a minor, Section 30-31A-5 NMSA;~~

~~(5) Unlawful possession, delivery, manufacture or delivery to a minor of drug paraphernalia, Section 30-31-25.1 NMSA;~~

~~(6) Commercial gambling, Section 30-19-3 NMSA; permitting premises to be used for gambling, Section 30-19-4 NMSA; dealing in gambling devices, Section 30-19-5 NMSA;~~

~~(7) Unlawful carrying of a deadly weapon, Section 30-7-2 NMSA~~

~~and Section 20-19 SFCC 1987; unlawful possession of a handgun, Section 30-7-2.2 NMSA; negligent use of a weapon, Section 30-7-4 NMSA; unlawful possession of a switchblade, Section 30-7-8 NMSA; receipt, transportation or possession by a felon of a firearm or destructive device;~~

~~(8) Dangerous use of explosives, Section 30-7-5 NMSA; negligent use of explosives, Section 30-7-6 NMSA; unlawful sale, possession or transportation of explosives, Section 30-7-7 NMSA; possession of explosives, Section 30-7-19 NMSA; possession of explosive device or incendiary device, Section 30-7-19.1 NMSA;~~

~~(9) Shooting at a dwelling or occupied building or shooting at or from a motor vehicle, Section 30-3-8 NMSA;~~

~~(10) Selling, serving, giving away, disposing of, exchanging, delivering, procuring, possessing or permitting the sale of alcoholic beverages to, for or by any person under lawful age or to an intoxicated person, Sections 60-7A-16 and 60-7B-1 NMSA; using property to provide, offer or permit the consumption of intoxicating liquors by persons under the age of twenty-one (21) without a parent's or guardian's knowledge or consent or the order of a practicing physician, or as part of a religious ceremony, or failing to use reasonable control and ordinary care to keep persons under the age of twenty-one (21) from consuming intoxicating liquors on one's property.~~

~~(11) The sale of alcoholic beverages at any place other than a valid (not suspended or revoked) licensed premises, Section 60-7A-4.1 NMSA; or the unlawful manufacture of alcoholic beverages, Section 60-7A-7 NMSA; or~~

~~(12) Dog fighting, Section 30-18-9 NMSA; or~~]

C. A loud or unruly gathering as defined in this subsection.

D. A nuisance as defined or described in any other section of the city code.

E. Knowingly creating, performing, or maintaining anything affecting any

number of citizens without lawful authority that is either:

(1) Injurious to public health, safety, [~~morals~~] or [~~welfare~~] well-being; or

(2) Interferes with the exercise and enjoyment of public rights, including the right to use public or private property.

Real property means land and all improvements, buildings, and structures, and all estates rights and interests, legal and equitable, in the same, including, but not limited to, all forms of ownership and title, future interests, condominium rights, time-share rights, easements, water rights, mineral rights, oil and gas rights, space rights, and air rights.

[~~*Residence or other private property* means a home, yard, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, party or other social function, and whether owned, leased, rented, or used with or without compensation.~~

~~*Response costs* means the costs associated with responses by law enforcement, fire and other emergency response providers to loud or unruly gatherings including, but not limited to:~~

~~A. Salaries and benefits of law enforcement, fire or other emergency response personnel for the amount of time spent responding to, remaining at, or otherwise dealing with loud or unruly gatherings, and the administrative costs attributable to such response(s);~~

~~B. The cost of any medical treatment to or for any law enforcement, fire or other emergency response personnel injured responding to, remaining at or leaving the scene of a loud or unruly gathering;~~

~~C. The cost of repairing any city equipment or property damaged, and the cost of the use of any such equipment, in responding to, remaining at or leaving the scene of a loud or unruly gathering.~~

~~*Responsible person* means a person or persons with a right of possession in the residence or other private property on which a public nuisance is located, including, without~~

~~limitation:~~

~~A. An owner of the residence or other private property; or~~

~~B. A tenant or lessee of the residence or other private property;~~

~~C. The landlord of another person responsible for the gathering;~~

~~D. The person(s) in charge of the residence or other private property; and~~

~~E. The person(s) who organizes, supervises, officiates, conducts or controls the gathering or any other person(s) accepting responsibility for such a gathering~~].

Structure means anything constructed, erected, or placed upon real property which is so firmly attached to the land as to be reasonably considered part of the real estate, and includes building of every type and nature whatsoever.

Underage person means any person under twenty-one (21) years of age.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including any frame, chassis, or body of any vehicle or motor vehicle, except devices moved exclusively by human power or used exclusively upon stationary rails or tracks.

Section 3. Section 10-9.4 of SFCC 1987 (being Ord. No. 2011-2 § 4) is amended to read:

10-9.4 Responsibility.

A. Every property [~~, occupant, lessee or holder~~] owner of any possessory interest of a [~~residence or other private~~] property within the city of Santa Fe is required to maintain, manage, and supervise the property and all persons thereon in a manner so as not to violate the provisions of this section. The [~~owner of the~~] property owner remains liable for such violations regardless of any contract or agreement with any third party regarding the property.

B. The [~~responsible person~~] property owner shall not conduct, aid, allow, permit, or condone a public nuisance at the owner's [~~residence or other private~~] property.

C. If [~~a responsible person for the nuisance~~] the property owner of the property on which a nuisance occurs is a juvenile, then the parents or guardians of that juvenile and the juvenile will be jointly and severally liable for the [~~response~~] abatement costs or fines incurred pursuant to this section.

D. [~~To incur liability for response costs imposed by this section, t~~] A [~~responsible person~~] property owner need not be present when a nuisance occurs in order for an investigation, submittal of an abatement plan, fines, or a lien against the property to result [~~the response giving rise to the imposition of response costs~~]. This section therefore imposes vicarious as well as direct liability upon a [~~responsible person~~] property owner.

Section 4. Section 10-9.5 of SFCC 1987 (being Ord. No. 2011-2 § 5) is hereby repealed.

Section 5. [NEW MATERIAL] A new Section 10-9.5 of SFCC 1987 is ordained to read:

10-9.5 Nuisance investigation and abatement plan.

A. Internal nuisance investigation.

1. The city shall initiate an internal nuisance investigation when a property accumulates six (6) incidents within a six (6) month period. Such investigation shall consider the number and severity of the incidents; law enforcement, fire, or first responder statements; neighborhood testimony; past abatement plans; the relative impact of the incidents on the public; and any other available information with which to make a determination of a nuisance. The city shall not include calls for law enforcement, fire, or other first responders in an investigation, if the caller was seeking emergency assistance for the safety of themselves or others.

2. When it has initiated an internal nuisance investigation, the city shall send the property owner a letter describing the relevant incidents and alerting the owner

that the City has initiated an investigation.

3. If, in consultation with the city attorney's office, the assigned City representative determines a nuisance exists pursuant to the internal nuisance investigation, the City shall issue a notice of violation and initiate the abatement process.

4. The City may start an internal nuisance investigation before six (6) incident occur, if the incidents are egregious.

B. Abatement process.

1. In its notice of violation, the city shall require the property owner to submit an abatement plan.

2. The property owner shall submit the abatement plan to the city within fifteen (15) days after receipt of the notice of violation. If the deadline for submission falls on a Saturday, Sunday, or federal or city holiday, the deadline shall be extended to the next regular business day.

3. Corrective action in the abatement plan may include any of the following:

a. More effective screening of tenants, lease provisions, and lease enforcement;

b. Implementing physical improvements;

c. Providing security for the property;

d. Evicting persons responsible for the nuisance activity; an abatement plan shall not solely consist of eviction;

e. Pursuing other remedies available to the owner pursuant to any lease or other agreement and approved by the city.

4. After review, the city shall approve or deny the abatement plan submitted by the property owner. If the city determines the abatement plan is inadequate to abate

the nuisance(s), it shall be denied. If the city denies the abatement plan, the property owner shall have five (5) additional days to submit an updated abatement plan. If the property owner fails to provide an abatement plan, or if the city denies the abatement plan a second time, the property is noncompliant and the property owner shall be subject to the enforcement provisions of Section 10-9.7 SFCC 1987.

5. If the city approves the abatement plan, it will monitor the property for compliance pursuant to the timeframe included in the abatement plan. If the property is in compliance, the City will continue to monitor the property for a period of three (3) months. If the property does not receive another notice of violation during the probation period, the property will be considered compliant. The city shall send the property owner a certified letter verifying compliance and removal from probation.

6. If the property owner fails to provide an approved abatement plan within fifteen (15) days, or does not comply with the abatement plan within thirty (30) days of approval, or as otherwise provided for in the abatement plan, then the city will consider the property owner non-compliant.

Section 6. Section 10-9.6 of SFCC 1987 (being Ord. No. 2011-2 § 6) is hereby repealed:

Section 7. [NEW MATERIAL] A new Section 10-9.6 of SFCC 1987 is ordained to read:

10-9.6 Tenants' rights.

Neither a property owner nor the city shall:

A. Prohibit or limit a tenant's right to summon police or other emergency assistance based on the tenant's reasonable belief that the tenant or any other individual is in need of intervention or emergency assistance; or

B. Impose monetary or other penalties on a tenant who summons police or

emergency assistance if the assistance was requested or dispatched based on a reasonable belief that the tenant or other individual was in need of intervention or emergency assistance.

Section 8. Section 10-9.7 of SFCC 1987 (being Ord. No. 2011-2 § 6) is amended to read:

10-9.7 [~~Billing and collection~~] Enforcement Provisions.

A. The [~~response costs~~] expenses and monetary penalties assessed after a property is deemed a nuisance shall be a debt owed to the city of Santa Fe by the [~~responsible person~~] property owner held liable in subsection 10-9.4 SFCC 1987 for the nuisance and, if the property owner is a juvenile, the debt shall be owned by the juvenile's parents or guardians. [~~Notice of the costs for which the responsible person is liable shall be mailed via certified mail within fourteen (14) days of the response giving rise to such costs. The notice shall contain the following information:~~

~~(1) The name of the person(s) being held liable for the payment of such costs;~~

~~(2) The address of the residence or other private property where the nuisance occurred;~~

~~(3) The date and time of the response;~~

~~(4) The law enforcement, fire or emergency service provider who responded;~~

~~(5) The date and time of any previous warning given pursuant to subsection 10-9.5 SFCC 1987 and previous responses to nuisances at the residence or other private property in question within the previous twelve (12) months; and~~

~~(6) The recovery cost assessed as set forth in the cost recovery schedule.~~]

B. [~~The responsible person shall remit payment of the noticed response cost to the city of Santa Fe within sixty (60) days of the date of the notice.~~] If the city determines that an

owner is non-compliant, and the nuisance presents an imminent risk to the health and safety of the public, the city may abate the nuisance, at the expense of the property owner. Additionally, the city may charge the property owner a fine of one hundred dollars ($100.00) per day for each day of non-compliance.

C. [~~The city may place a lien upon property where the nuisance occurred for any costs not paid within three (3) months of notice in paragraph A. above.~~] The city shall send via certified mail notification of the costs and/or fines for which the owner is liable within fourteen (14) days of the determination of non-compliance giving rise to such costs. The notice shall contain the following information:

(1) The name of the person(s) being held liable for the payment of such costs and/or fines;

(2) The address of the residence or other property where the nuisance occurred;

(3) The date and time of nuisance notices, as well as reports, evidence, and timeline of non-compliance; and

(4) Notice of the opportunity to appeal the determination within fifteen (15) days, pursuant to Section 10-9.9.

D. If the property owner fails to comply with the City's notice and fines, including non-payment of abatement costs or fines, within ninety (90) days, the city may file an action against the property owner in district court, recommending any appropriate action including, but not limited to, placing a lien on the property, forcing the sale of the property, allowing entry onto the property to abate the nuisance, or seizing the property. After ninety (90) days of non-compliance the one hundred ($100.00) per day fine shall no longer accumulate. The maximum amount of the cumulative fines shall be nine thousand dollars ($9,000.00).

[~~C. The city may place a lien upon property where the nuisance occurred for any~~

~~costs not paid within three (3) months of notice in paragraph A. above.~~] The city may also file in district court if an internal investigation concludes that three incidents have occurred after a notice of violation, in any two (2) year period, regardless of the property owner's abatements.

Section 9. Section 10-9.8 of SFCC 1987 (being Ord. No. 2011-2 § 8) is amended to read:

10-9.8 Reservation of legal options.

Nothing in this section shall be construed as a waiver by the city of any right to seek reimbursement for [~~response services~~] abatement costs or unpaid fines through other legal remedies or procedures. The procedures provided for in this section are in addition to any other statute, ordinance or law, civil or criminal. [~~This section in no way limits the authority of peace officers or private citizens to make arrests for any criminal offense arising out of conduct regulated by this section.~~]

Section 10. Section 10-9.9 of SFCC 1987 (being Ord. No. 2011-2 § 8) is amended to read:

10-9.9 Appeals.

Administrative Hearing.

A. Request for Hearing. A person who is issued a notice of violation may request an administrative appeal hearing before a hearing officer, who shall be appointed by the city manager. A request for hearing must be made in writing and must be submitted to the address included in the notice, within fifteen (15) days of the date of receipt of the notice of violation.

B. Deposit Pending Appeal. An amount equal to any fines assessed at the time of notice of violation must accompany a request for hearing. The city shall hold the payment as a deposit until the hearing officer makes a decision. If the hearing officer upholds the notice of violation, the city shall apply the deposit towards the fines

and/or abatement. If the hearing officer decides in favor of the requestor, the city shall return the deposit to the requestor.

C. Appeal to District Court. [~~Any~~] If the hearing officer denies an appeal, the person upon whom the city [~~imposes response costs pursuant to subsection 10-9.4 SFCC 1987~~] imposed abatement costs or fines shall have the right to petition district court for a writ of certiorari pursuant to Rule 1-075 NMRA.

Section 11. Section 10-9.10 of SFCC 1987 (being Ord. No. 2011-2 § 8) is amended to read:

10-9.10 Procedures in general.

A. The remedies provided in this section are cumulative and supplementary to each other to the criminal remedies provided by any criminal ordinance or statute, other civil remedies, and any administrative proceedings to revoke, suspend, fine, or take other action against any license. The city may pursue the remedies provided in this section, or other ordinances or statutes, other civil actions or remedies, administrative proceedings against a license, or any one (1) or more of the available remedies, and may do so simultaneously or in succession.

B. All actions under this section are civil and remedial in nature.

C. The city attorney for the city of Santa Fe may file a civil action to abate any nuisance in the District Court for the First Judicial District. [~~Investigation and assistance to the city attorney shall be by persons designated by the city manager. A private citizen, in the name of the city may also bring an action under this section.~~]

D. Actions under this section may affect the use, possession, enjoyment, and title to real property. Accordingly, the city may file and record a notice of lis pendens against the real property involved if the use, possession, enjoyment, or title may be affected.

E. The defendants to an action under this section and the persons liable for the

remedies in this section may include the property itself and any persons owning or claiming any legal or equitable interest or right of possession in the property.

F. In addition to remedies necessary to abate the nuisance, the city shall be entitled to costs and reasonable attorney's fees.

Section 12. Section 10-9.11 of SFCC 1987 (being Ord. No. 2011-2 § 8) is hereby repealed:

Section 13. Section 10-9.13 of SFCC 1987 (being Ord. No. 2011-2 § 8) is amended to read:

10-9.13 Right of entry of inspection officer for examination of premises.

The inspection officer may enter, at all reasonable times, if the inspection officer has the occupant's [~~or custodian's~~] consent, any [~~house or premises~~] property within the city to ascertain the existence of any nuisance. If the occupant's or [~~custodian's~~] consent is [~~refused~~] not given or is otherwise unobtainable, an inspection order may be sought or an emergency inspectorial search conducted pursuant to the procedures set forth in Sections 24-1-16 through 24-1-19 NMSA 1978 of the Public Health Act. The inspection officer may investigate the conditions found and make reports, provided that such entering and investigation are for the sole purpose of ascertaining the conditions entrusted to the officer's supervision and provided further that the officer's reports are limited to matters pertaining to the officer's duties.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Nuisance Abatement

FIR No. 3259

FISCAL IMPACT REPORT

General Information:
(Check) Bill: X Resolution: _____

Short Title(s): Nuisance Abatement

Sponsor(s): Councilors Lindell, Villarreal, Romero-Wirth, and Vigil Coppler

Revie wing Department(s): Council and Constituent Services, City Attorney's Office

Staff Completing FIR: Jennifer Faubion Date: 6/18/2020 Phone: 505-955-6033

Revie wed by City Attorney: Date: Jun 30, 2020

Revie wed by Finance Director: Mary McCoy Date: Jun 30, 2020

Summary:
The Bill amends Section 10 -9 SFCC 1987, the Nuisance Abatement Ordinance. In order to address nuisance properties, the Bill establishes a process that includes an investigation and abatement process. The process puts the onus to abate the nuisance on the property owner by requiring a nuisance abatement plan. Other changes establish tenants' rights and provide consistency for the nuisance abatement process.

Departments Affected:
Primary: Council and Constituent Services, Land Use Dep artment, Attorney's Office
Secondary: Police, Fire, and City Manager

Consequences of Not Enacting Legislation:
Nuisance abatement will continue to be cumbersome, time -consuming, and render the City limited in its ability to protect neighborho ods from chronic nuisances. Nuisances will continue to be difficult to abate, leaving neighborhoods without government assistance to protect them for mo nths or sometimes years. Without this legislation, the City has very little power to abate nuisances wit hout taking the matter to district court. Nuisance abatement will continue to be a reactive solution instead of a proactive one.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
As the definition of a nuisance could include violations of other laws, the nuisance ordinance is in companionship with many other parts of the City Code, mo st commonly, the Noise Ordinance, the Land Use code, and the criminal code.

Performance and Administrative Implications:
The Bill assigns the responsibility of mo nitoring nuisance properties to the Council and Constituent Services Department. This legislation allows the City to wo rk with property owners to abate nuisances, issue civil penalties for non-abatement, and take corrective action against property owners before going to court. This legislation and nuisance abatement program is not intended to require additional staff, but will help streamline the abatement process to be more proactive and effective. Under the new program, Code Enforcement, Police, and Constituent data (calls) will be mo nitored by Constituent Services in order to proactively address nuisances. The City wi ll play a mo re active role with property owners to abate nuisances.

Fiscal Implications:
This legislation wi ll reduce the City staff work hours spent on nuisance properties by enabling the City to mo nitor and address nuisances before they become mo re difficult problems and without going to court. We will also collect civil penalties which will directly contribute to the General Fund. We anticipate those revenues to be small.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$	$	$				
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

This legislation will require no additional expenditures, aside from hearing officers at a current rate of approximately $150/hour, as its implementation is already included in staff job descriptions and responsibilities. It is unknown how often a hearing officer will be utilized as a result of adoption of this Bill. This legislation will free up staff time to devote to other responsibilities but will not have direct fiscal impact.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Some revenue will be generated by the fines charged to non-compliant property owners.

Nuisance Abatement

Final Audit Report 2020-06-30

Created:	2020-06-30
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIFJEWRbHS2Lq00dsKQjxCQ8vfL0Ywmy0

"Nuisance Abatement" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
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Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-06-30 - 4:08:01 AM GMT

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2020-06-30 - 2:58:55 PM GMT- IP address: 23.103.201.254

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Signature Date: 2020-06-30 - 2:59:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Mary McCoy (mtmccoy@santafenm.gov), Jesse Guillen (jbguillen@ci.santa-fe.nm.us), jrfaubion@santafenm.gov, mnprinz@santafenm.gov, and 2 more
2020-06-30 - 2:59:40 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 07/01/2020
FOR CITY COUNCIL MEETING OF 07/29/2020

ISSUE:
Bill No. 2020-_ ; An Ordinance Amending Section 10-9 SFCC 1987; Amending Section 10-9.2 To Align The Intent With The Purpose Of The Bill; Amending Section10-9.3 To Amend And Add Definitions; Amending Section 10-9.4 To Make The Property Owner Responsible; Repealing And Readopting A New Section 10-9.5 To Establish A Process For A Nuisance Investigation And Abatement Process; Repealing And Readopting A New Section 10-9.6 To Establish Tenants Rights; Amending Section 10-9.7 To Establish Enforcement Provisions To Hold The Property Owner Accountable; Amending Section 10-9.8 Regarding Reservation Of Legal Options; Amending Section 10-9.9 Regarding Appeals; Amending Section 10-9.10 To Remove Extraneous Language; Repealing Section 10-9.11 Regarding Supplementary Remedies For Public Nuisances; And Amending Section 10-9.13 Regarding The Right Of Entry. (Councilors Lindell, Villarreal, Romero-Wirth, Vigil Coppler) (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554; Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)

Committee Review:
Public Works and Utilities Committee (scheduled): 7/6/20
City Council (request to publish) (scheduled): 7/8/20
Finance Committee (scheduled): 7/13/20
City Council (public hearing) (scheduled): 7/29/20

QUALITY OF LIFE COMMITTEE ACTION: Approved (removed from consent by Councilor Cassutt-Sanchez)

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee (scheduled): 7/6/20
City Council (request to publish) (scheduled): 7/8/20
Finance Committee (scheduled): 7/13/20

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **May 28, 2020**

TO: **Governing Body, Finance Committee and Public Works Committee**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
John Romero, Interim Public Works Department Director JR

FROM: **Sam Burnett, Public Works Property Maintenance Manager**

ITEM AND ISSUE:
Request for the Approval of Amendment #1 to Service Contract 20-0027 increasing compensation in the Amount of $500,000.00 to a total amount of $750,000.00 plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services at Midtown Santa Fe and throughout City Facilities; B&D Industries, Inc; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

BACKGROUND AND SUMMARY:
This On-Call Contract is with B&D Industries and provides on-call HVAC, Mechanical, Plumbing and Electrical services. This on-call is a critical to the ability of the Facilities Division to prevent major damage to Midtown Santa Fe and other City's Facilities, to mitigate damage once it has occurred and deliver exceptional customer services. This contract is using State Price Agreement #90-000-18-00073 as the procurement vehicle.

Amendment #1 to On-Call Contract #20-0027 will increase compensation from $250,000.00 to $750,000.00 plus applicable NMGRT. This will allow for the continued maintenance and repairs at Midtown Santa Fe as well as throughout the other City Facilities services by the Public Works Facilities Division. This contract is managed by the Public Works Property Maintenance Manager. Purchase requisitions requested for work outside of Midtown will be reviewed and authorized by the Property Maintenance Manager based upon need.

B&D Industries has been chosen to provide this service for a number of important reasons. First, B&D has provided these services at Midtown Santa Fe for the last two years and thus has considerable knowledge of the campus and it's systems. Second, B&D has done a thorough assessment of the HVAC and mechanical systems and helped Facilities generate a detailed equipment database, which again gives them extensive familiarity with the campus. Third, B&D has been assisting the Facilities Division Maintenance Section with work throughout many of the City's facilities giving them extensive knowledge of the City's equipment beyond Midtown. Fourth, B&D's experience modifier is 0.77, which demonstrates the high quality and safety of their operations. Finally, B&D has consistently demonstrated an exceptional level of service that makes them an incredible asset to the City of Santa Fe.

PROCUREMENT METHOD:
The procurement method is via State Price Agreement #90-000-18-00073.

CONTRACT NUMBER:

The FY20 Munis contract number is 3201872

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

ACTION REQUESTED:
Please approve this contract amendment with Universal Protection Services, LP dba Allied Universal Security in the amount of $750,000.00 plus applicable New Mexico Gross Receipts Tax (8.4375%).

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 20-0027

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SERVICE AGREEMENT, dated January 28, 2020 the "Agreement"), between the City of Santa Fe (the "City") and B&D Industries, Inc (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional HVAC, mechanical plumbing and electrical services for the City of Santa Fe.

B. Pursuant to Article 8 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000.00), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed $750,000.00 plus applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		$750,000.00

The total compensation under this Agreement shall not exceed $750,000.00 plus applicable NMGRT (8.4375%).

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2021 unless sooner pursuant to Article 6 below.

3. 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:
_____	_____
ALAN WEBBER, MAYOR	CLINTON BEALL SENIOR VICE PRESIDENT B&D INDUSTRIES
DATE:_____	DATE:_____
	CRS#01-716872-004 Registration #20-00110523

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (May 8, 2020)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

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 6/30/2021. 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.

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

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.

To Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

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 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

DATE: 1/28/2020

CONTRACTOR:

See Attached
CLINTON BEALL
SENIOR VICE PRESIDENT B&D INDUSTRIES

DATE:

CRS#01-716872-004
Registration #19-00110523

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

11/4/19
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS
on-call / citywide
See attached email

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:_____

CONTRACTOR:

_____
JACKSON JOHNS
PRESIDENT NATIONAL ROOFING

DATE: 12-19-19

CRS#01-851145-007
Registration #19-00123596

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

_____
MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: MISC

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AV) 0000050920
TLC Company, Inc.
DBA: TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107

Email: jpboyd@tlcplumbing.com
Telephone No. 505-761-9696

Price Agreement Number: **90-000-18-00073**

Price Agreement Amendment No.: **One**

Term: **June 20, 2019 – June 19, 2020**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827- 0564

Email: Mark.Lujan@state.nm.us

Title: **HVAC and Plumbing Services - Statewide**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Item Price correction for Vendor (AV) TLC Company, Inc. DBA: TLC Plumbing & Utility on Pg. 26 of SWPA

- **Item 4, Zone 3 corrected from $87,075.00 to $87.75**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Paul Roggett

New Mexico State Purchasing Agent

Date: 09/12/2019

(Rev. 1/19)

State of New Mexico
General Services Department

REVISED Statewide Price Agreement

Awarded Vendor **23 Vendors (See Pages 6 through 9)** **Telephone No. ____**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Price Agreement Number: **90-000-18-00073**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827- 0564

Email: Mark.Lujan@state.nm.us

Title: **HVAC and Plumbing Services - Statewide**

Term: **June 20, 2019 to June 19, 2020**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 08/20/2019

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **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.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency 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. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

Awarded Vendors:

(AA) 0000054601
AnchorBuilt, Inc.
P.O. Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

Delivery: 104 Sin Nombre Court NE, Albuquerque NM 87113

(AB) 0000046277
B&D Industries, Inc.
9720 Bell Ave. SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Delivery: F.O.B. Destination

(AC) 0000049957
CAC, Inc.
610 Industrial Ave NE
Albuquerque, NM 87107
505-343-6100
trevorb@cacinc.net

Delivery: F.O.B. Destination

(AD) 0000141802
Caliber Construction Services
2700 Vista Grande Dr. NW #59
Albuquerque, NM 87120
850-218-7546
dmwarren@calibernm.com

Delivery: Included in Bid Costs

(AE) 0000108425
Comfort Systems USA SW
8920 Adams St. NE Ste. A
Albuquerque, NM 87113
505-856-9250
brian.ruffner@comfortsystemsusa.com

Delivery: F.O.B Destination

(AF) 0000086357
Four Winds Mechanical HTC/AC
8915 Adams St. NE Ste. B
Albuquerque, NM 87113
505-899-2939
Lynn@4windsmechanical.com

Delivery: To Be Determined

(AG) 0000141856
Installation & Service Heating, Inc.
7500 2nd St. NW
Albuquerque, NM 87107
505-792-5103
serviceishc@ishcnm.com

Delivery: As Requested

(AH) 0000087051
La Mesilla Construction, LLC
98 CR 119
Española, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Delivery: Per "owners" request

(AI) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd. SW
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net

Delivery: T.B.D Visually, Immediately

(AJ) 0000052947
Western Mechanical Co.
DBA: Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458
mike.westernmechanical@gmail.com

Delivery: Hand Delivery

(AK) 0000086970
Yearout Service, LLC.
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
Dispatch@yearout.com

Delivery: As Requested - With Emergency On-Call

(AL) 0000051142
A-Plus Plumbing & Heating, Inc.
P.O. Box 9719
Santa Fe, NM 87504
505-470-6162
aplusespanola@yahoo.com

Delivery: 502 Calle Ben Vigil, Espanola NM 87532

(AM) 0000046760
Chardans Mechanical, Inc.
4320 Ellison St. NE
Albuquerque, NM 87109
505-345-2581
Chardans@hotmail.com

Delivery: N/A

(AN) 0000046669
Donner Plumbing & Heating
107 Candelaria Rd. NW
Albuquerque, NM 87107
505-884-1017
jgarner@donnerplumbing.com

Delivery: As Requested

(AO) 0000135004
ENGIE Services US
2600 American Rd. SE Ste. 360
Rio Rancho, NM 87124
505-890-2888
david.frederick@engie.com

Delivery: 6-72 Hours

(AP) 0000047364
GEW Mechanical, Inc.
PO Box 10293
Albuquerque, NM 87184-0293
505-345-3033
patrick@gewmechanical.com

Delivery: Net 30

(AQ) 0000051254
J.D. Zentz, Inc.
2006 Southern Blvd. SE Ste. 106
Rio Rancho, NM 87124
505-891-0551
jdzentz@aol.com

Delivery: Upon Award

(AR) 0000046321
Jack B. Henderson
Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Delivery: 501 Eubank Blvd. SE Albuquerque, NM 87123

(AS) 0000134853
JLC Professional Plumbing & Heating
1404 Sigma Chi Rd. NE
Albuquerque, NM 87106
505-206-9067
jlc_plumbing@icloud.com

Delivery: As Requested

(AT) 0000014482
Johnson Controls, Inc.
5500 Midway Park Place NE
Albuquerque, NM 87109
505-379-2856
joseph.c.perea@jci.com

Delivery: As Needed

(AU) 0000043952
PC Automated Controls, Inc.
10279 Dyer St
El Paso, TX 79924
6565 Americas Parkway NE
Albuquerque, NM 87110
915-751-0313 505-918-0169
blinzey@pcautomatedcontrols.com

Delivery: 2 Days

(AV) 0000050920
TLC Company, Inc.
DBA: TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
505-761-9696
jpboyd@tlcplumbing.com

Delivery: Destination

(AW) 0000051414
WWRC, Inc.
1716 W 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

Delivery: As Requested

The State of New Mexico wishes to establish a Statewide Price Agreement for on-call miscellaneous heating, ventilating and air conditioning work; for boilers and water heating equipment; for controls; and work related to these systems, and for plumbing work throughout the entire state of New Mexico

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Compensation Caps:

The total cost of **each project**, including applicable gross receipts tax, shall not exceed One Million Dollars (**$1,000,000.00**). This cap includes all change orders associated with the project.

The total cap for **this Statewide Price Agreement** is **Ten Million ($10,000,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

There will be multiple Contractors awarded as a result of this solicitation.

The Contractor **MUST** to report all work issued under this Price Agreement to State Purchasing Division every quarter so that the cap thresholds can be monitored. A copy of approved POs must be sent as well as a summary spreadsheet for the quarter. The spreadsheet shall contain the following columns:

- Name of entity issuing the PO
- Date of the PO
- PO number
- project name
- dollar amount of the PO

Failure to do so will result in the yearly renewal of the Price Agreement being denied. Quarterly Spreadsheets MUST be sent to Mark Lujan at Mark.Lujan@state.nm.us.

When the total cap of ten million ($10,000,000) for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID). The CID will issue permits for work performed at state-owned buildings.

Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. If job requires more than one visit Contractor must have justification and prior approval from the using agency. Mileage will be based by mapquest.com.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

Contractor shall provide the following information:

Contractor's New Mexico license no.: _____

Contractor's classification no.: _____

State tax identification no.: _____

Public Works Registration Number*: _____
*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors

When submitting a bid for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. FMD or the using agency may reject any bid that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed by this Contractor. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting State Agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the State.

The using agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

For questions contact Mark Lujan, State Purchasing Division, at (505) 827-0564.

Scope of Work:
Contractors will be contacted on an as needed basis to perform work associated with this Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors may be capable of providing all new, upgrades or repairs to the existing mechanical service and systems, or completely new installations, diagnostic services, perform trouble shooting services for the Using Agency and to prepare proposals for all costs and services needed to perform the work required, in compliance with the current national and state mechanical and plumbing codes.

The work may include all costs needed and required to remove and to repair any defective heating, ventilation and air conditioning (HVAC) systems, materials and related work; to provide all preparation work and lay-out needed and required for the repair of existing HVAC systems and installation of new work and systems; and any required maintenance and related work needed for existing HVAC systems. This may include any upgrades, replacements or new installations of equipment curbs, roof patching, concrete pads, screen walls, and associated ductwork.

The work may include all preparation work needed to properly install new HVAC work or to repair or upgrade the existing HVAC systems. Work to include, but not limited to installation of new or relocation of existing diffusers, grilles and registers; installation of all new or relocation of existing vents, flues, make-up and outside air ducts; installation of new or relocation of existing thermostats; installation of new or relocation of supply and return air ducts; installation of new or relocation of existing heating and/or cooling units; and similar, related HVAC work. Work to include balancing of HVAC systems, including heat loss/ heat gain calculations needed to provide the CFM deliveries for the areas served by the HVAC system. Work may also include the installation of concrete pads and surrounding walls for the equipment as well as trenching. Work may include proper weather seal and restoration to exterior duct work and equipment connections. Any repair work to existing structures, roofs, sidewalks, roads needed to install the systems is included. Any plumbing or electrical support to make the systems function will be included.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards, if possible.

This Contractor may also be capable of providing all new, upgrades or repairs to the existing plumbing/ gas service and systems, or completely new installations, diagnostic services, perform trouble shooting services for the Using Agency and to prepare proposals for all costs and services needed to perform the work required, in compliance with the current national and State plumbing codes.

The work may include all preparation work needed to properly install the new plumbing work. Work to include, but not limited to: installation of new plumbing fixtures, water heaters, electric water coolers, sanitizing of existing water lines, rodding and clearing of sewer lines, replacement of damaged or defective sewer lines, installation of new domestic water lines, hydrants, fire sprinkler/suppression systems and any other plumbing related work including natural gas work. Any repair work to existing structures, roofs, sidewalks, roads needed to install the systems is included. Trenching for exterior lines is included as well as patching/paving of roads, buildings and sidewalks that have been demolished in the process of the construction. All work shall be according to current applicable State and National codes. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts, and is outside the scope of the work of this Price Agreement unless the Agency wishes to have the Contractor subcontract this work.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Full Service Plumbing Contractors who do not do HVAC work are allowed to bid. The appropriate license from the State of New Mexico Construction Industries Division.

Furnishing of submittal data for any/all new equipment as well as O&M's when either/or are required, and deemed necessary for the facility. Training of site personnel for the proper operation of newly installed equipment and related controls of this equipment will be performed and required for completion. This also applies to any/all control systems pertaining to HVAC equipment. This training will be acceptable to the person in charge of the facility and/or the State's Project manager in charge of the project.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractors work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards. Any work involving disconnect or Switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

SAFETY shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with him at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement.

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

Any technician servicing EPA regulated refrigerants in HVAC units MUST have a valid EPA Section 608 Certification covering the applicable refrigerant. The Contractor/subcontractor will assume responsibility for all EPA fines including those attributable to the Using Agency if the Contactor/subcontractor is found to be illegally, intentionally, or accidently releasing any regulated refrigerant. Prior to working on any regulated refrigerant-containing equipment, the Contractor/subcontractor shall provide a written statement certifying that they will use EPA-certified refrigerant recovery and recycling equipment when applicable.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall not include New Mexico gross receipts tax or local option tax (es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement. Full Service Plumbing Contractors who do not do HVAC work are allowed to bid under this Price Agreement.

Request for Quote (RFQ):
Each project under this contract will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the spacc can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted response to the RFQ. Any change orders to the project scope will require an additional RFQ with backup materials and labor costs.

All subcontractor quotes shall be broken down by labor and materials costs and the Contractor shall be allowed a maximum of eight percent markup for administrative costs. Overall markup for General Conditions which includes Project Management, home office overhead, and other off site expenses will be limited to a maximum of ten percent. Actual site expenses such as temporary toilets, fencing, scaffolding, equipment rental, dumpsters and other preapproved expenses will be allowed on a project by project basis.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements to the awarded Contractor. Specialty services provided from other Statewide Price Agreements shall be coordinated by the Contractor.

When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If the equipment cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for the model, size and type of unit recommended along with relevant efficiency data. The Using Agency's standards will be discussed and taken into consideration when proposing replacement units.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the using agency at no cost to the state.

Prior to commencement of any work performed the using agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the user agency feel it is in its best interest to provide these extraordinary security services.

The user agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility. Inappropriate behavior by the Contractor, its employees or subcontractors shall immediately cancel this Price Agreement. Any employee of the Contractor found in violation of any law, while on the user agency's property, will be prosecuted.

State/ Using Agency's obligations:

- When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Using Agency shall provide periodic or random inspections of its projects. Using agencies shall be responsible for providing its inspections, the taking of any progress photographs of the work and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to insure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Any Agency or local public body wishing to utilize this Statewide Price Agreement for services shall:

- **For an amount less than sixty thousand ($60,000), issue a purchase order to the vendor.**

OTHER CONSTRUCTION RELATED TERMS AND CONDITIONS:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Agreement.

Change Orders (CO) by Purchase Order:
The need for any modifications, for additional work or for credit for work not performed, shall be accomplished and approved in advance by the contracting officer of the Using Agency by issuing a Change Order.

The RFQ may be amended by mutual agreement of the Using Agency and the Contractor upon written notice by either party to the other. Changes in the Work may be accomplished after execution of the Purchase Order, and without invalidating the original or all previous Purchase Orders, by another Purchase Order. Any material change in the Work or Time requires a Change Order that has heen finalized by agreement by the Using Agency and based on final accepted proposal from the Contractor. The only time that a superintendent's labor costs can be added to a Change Order are if there is an resultant time extension involved as supported by the effect to the critical path of the project work. This is based on the assumption that the superintendent is onsite for the project duration.

If the Agencies propose to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the notice, have the option to terminate the Project or to agree to the reduced funding.

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

Inspection of Work:
If this Purchase Order is for the purchase of services, the following terms shall apply when applicable:

A. Services 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 Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Using Agency 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Using Agency may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
   (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:
The Using Agency 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 Using Agency may determine. The Purchase Order sum and 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 Purchase Order 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 Purchase Order remedy. Any change in Total Compensation must be reflected in another Purchase Order executed.

Time Extension Costs:
Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work: If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:
The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary / toilet facilities, etc. for each day added.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:

1. report date and who prepared the report;
2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their number of workers, work location, total man hours that day for each company;
4. equipment - type, source, units of work done, location of work, hour meter reading;
5. material brought to site - description, units, quantity, quality, location, time;
6. visitors to site - name, company, time;
7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

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

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

a. Work associated with Punch List(s);
b. If applicable, testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. If applicable, one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
f. delivery of all warranties required by the Work;
g. If applicable, all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
h. completed Operations Liability insurance policy certificate, if applicable;
i. training of staff on all applicable building systems;
j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
k. utility transfer to User/Using Agency;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:
The Contractor shall warranty its work for new mechanical systems, appliances and related work, for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance for new installations. The Contractor shall warranty its work for repairs or restoration of existing mechanical systems, appliances and related work for ninety (90) days from the date of acceptance of repair, restoration, replacement or upgrade work for existing systems. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied.

Payment Provisions:
Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:
Hourly rates are requested for the three (3) levels of personnel as follows:

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project OR graduate of a post-high school HVAC/R program of instruction of two (2) or more years in duration or equivalent; demonstrated record of HVAC/R related continuing education and training and five (5) or more years of actual work experience as a service and/or installation technician in the mechanical equipment/systems, HVAC and refrigeration service and maintenance industry. An experienced plumber may fit this category.

Apprentice: a person with substantial experience in this field of work, but is not yet deemed to be a journeyman. (If the contractor does not employ any Apprentices, that item does not need to be filled in).

Laborer: a person with minimal experience, performing simple tasks as clean-up and other minor forms of labor.

Materials and Parts:
Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification will be permitted.

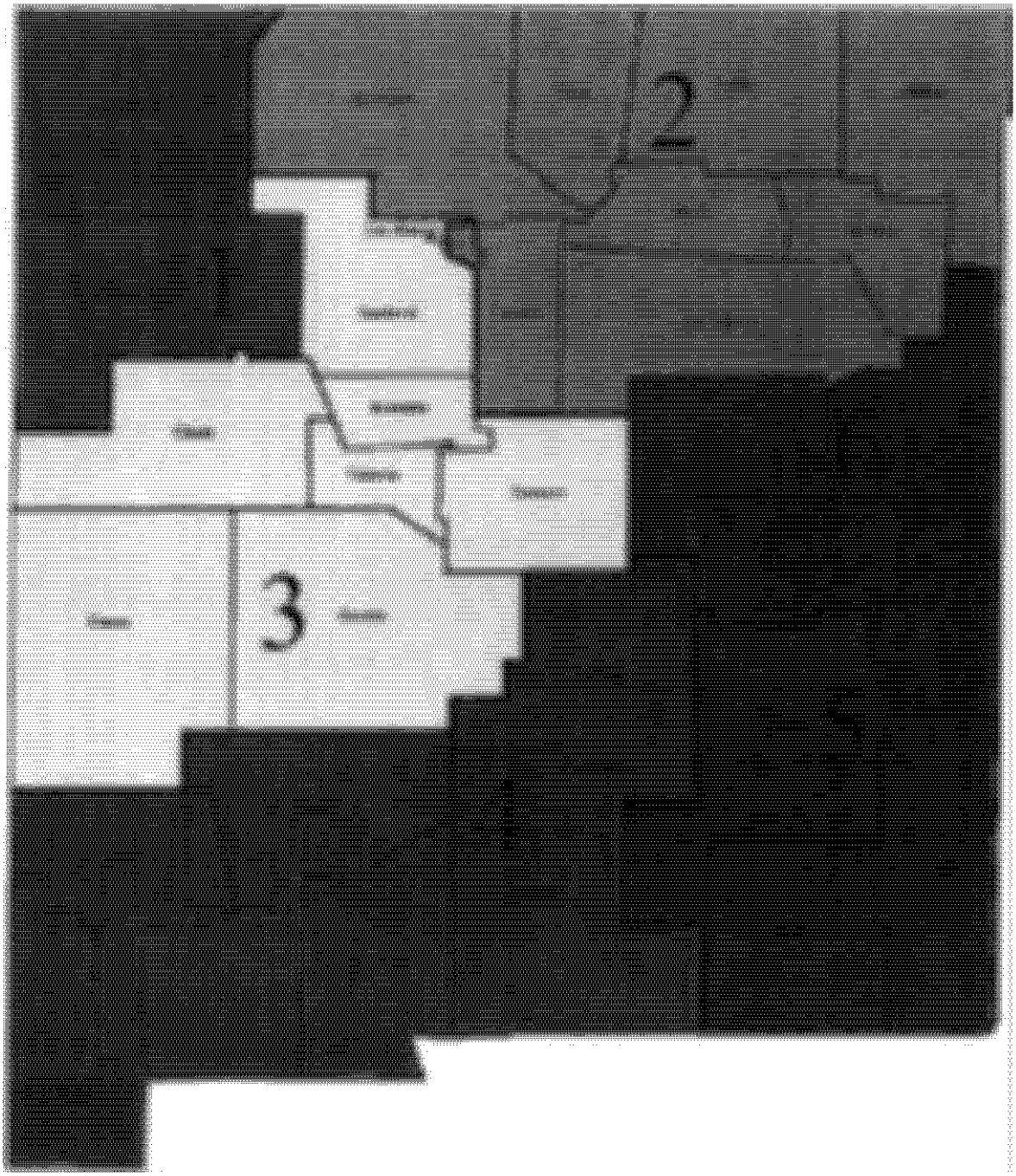
Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then 100 miles will be subtracted in order to compute the allowable daily trip mileage for each project.

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones.

Zone ONE: San Juan, McKinley counties
Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.
Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.
Zone FIVE: Chavez, Eddy, Lea counties
Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

If the Contractor is bidding on multiple zones, it shall indicate applicable prices per zone where the work would be performed. See attached work zone map to determine zones bidding.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Awarded Items:

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
1	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$73.00	$69.00	$70.00	$70.00	$73.00
(AB)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AC)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(AD)	$78.13	$78.13	$78.13	$78.13	$78.13	$78.13
(AE)	$80.00	$72.00	$72.00	$80.00	$80.00	$80.00
(AF)	$66.00	$66.00	$66.00	$66.00	$66.00	$66.00
(AG)	$37.00	$37.00	$37.00	$37.00	$37.00	$37.00
(AH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AI)	$65.00	$65.00	$65.00	$65.00	$70.00	$65.00
(AJ)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AK)	$76.50	$76.50	$76.50	$76.50	$76.50	$76.50
(AL)	No Bid	$95.00	No Bid	No Bid	No Bid	No Bid
(AM)	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
(AN)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AO)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AP)	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
(AQ)	No Bid	No Bid	$98.00	No Bid	No Bid	No Bid
(AR)	$116.00	$116.00	$100.00	$116.00	$121.00	$116.00
(AS)	No Bid	No Bid	$100.00	No Bid	No Bid	No Bid
(AT)	$101.00	$101.00	$101.00	$101.00	$101.00	$101.00
(AU)	No Bid	$94.00	$94.00	$94.00	$94.00	No Bid
(AV)	$102.00	$105.00	$99.00	$105.00	$110.00	$105.00
(AW)	$107.00	$85.50	$89.25	$89.25	$82.00	$71.50

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
2	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.40	$73.40	$69.40	$70.40	$70.40	$73.40
(AB)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AC)	$108.00	$108.00	$108.00	$108.00	$108.00	$108.00
(AD)	$117.20	$117.20	$117.20	$117.20	$117.20	$117.20
(AE)	$120.00	$108.00	$108.00	$120.00	$120.00	$120.00
(AF)	$87.85	$87.85	$87.85	$87.85	$87.85	$87.85
(AG)	$55.50	$55.50	$55.50	$55.50	$55.50	$55.50
(AH)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AI)	$98.00	$98.00	$98.00	$98.00	$105.00	$98.00
(AJ)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AK)	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
(AL)	No Bid	$142.50	No Bid	No Bid	No Bid	No Bid
(AM)	$109.00	$109.00	$109.00	$109.00	$109.00	$109.00
(AN)	$125.50	$125.50	$125.50	$125.50	$125.50	$125.50
(AO)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AP)	$140.00	$140.00	$140.00	$140.00	$140.00	$140.00
(AQ)	No Bid	No Bid	$98.00	No Bid	No Bid	No Bid
(AR)	$154.00	$154.00	$133.00	$154.00	$160.00	$154.00
(AS)	No Bid	No Bid	$150.00	No Bid	No Bid	No Bid
(AT)	$151.50	$151.50	$151.50	$151.50	$151.50	$151.50
(AU)	No Bid	$141.00	$141.00	$141.00	$141.00	No Bid
(AV)	$153.00	$158.00	$148.00	$158.00	$165.00	$158.00
(AW)	$160.50	$128.50	$133.85	$133.85	$123.25	$107.25

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
3	1	Hr.	Apprentice/Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$41.00	$45.00	$38.00	$42.50	$42.50	$45.00
(AB)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AD)	$46.88	$46.88	$46.88	$46.88	$46.88	$46.88
(AE)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AF)	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00
(AG)	$22.00	$22.00	$22.00	$22.00	$22.00	$22.00
(AI)	$40.00	$40.00	$40.00	$40.00	$50.00	$40.00
(AJ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AK)	$58.50	$58.50	$58.50	$58.50	$58.50	$58.50
(AL)	No Bid	$50.00	No Bid	No Bid	No Bid	No Bid
(AM)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AN)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AO)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AP)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AQ)	No Bid	No Bid	$66.00	No Bid	No Bid	No Bid
(AR)	$77.00	$77.00	$66.00	$77.00	$77.00	$77.00
(AS)	No Bid	No Bid	$75.00	No Bid	No Bid	No Bid
(AT)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AU)	No Bid	$75.00	$75.00	$75.00	$75.00	No Bid
(AV)	$60.00	$63.00	$58.50	$63.00	$65.00	$63.00
(AW)	$83.50	$66.75	$69.50	$69.50	$63.85	$55.50

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
4	1	Hr.	Apprentice/Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$41.40	$45.40	$38.40	$42.90	$48.00	$51.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AD)	$70.33	$70.33	$70.33	$70.33	$70.33	$70.33
(AE)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AF)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AG)	$33.00	$33.00	$33.00	$33.00	$33.00	$33.00
(AI)	$50.00	$50.00	$50.00	$50.00	$60.00	$50.00
(AJ)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AK)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AL)	No Bid	$75.00	No Bid	No Bid	No Bid	No Bid
(AM)	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00
(AN)	$88.50	$88.50	$88.50	$88.50	$88.50	$88.50
(AO)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AP)	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
(AQ)	No Bid	No Bid	$66.00	No Bid	No Bid	No Bid
(AR)	$101.00	$101.00	$87.00	$101.00	$101.00	$101.00
(AS)	No Bid	No Bid	$95.00	No Bid	No Bid	No Bid
(AT)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AU)	No Bid	$112.50	$112.50	$112.50	$112.50	No Bid
(AV)	$90.00	$95.00	$87,075.00	$95.00	$97.50	$95.00
(AW)	$125.00	$100.00	$104.00	$104.00	$95.75	$83.50

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
5	1	Hr.	Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$32.50	$36.00	$28.00	$33.50	$33.50	$36.00
(AB)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AD)	$36.70	$36.70	$36.70	$36.70	$36.70	$36.70
(AE)	$35.00	$25.00	$25.00	$35.00	$35.00	$35.00
(AF)	$27.00	$27.00	$27.00	$27.00	$27.00	$27.00
(AG)	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AJ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AK)	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
(AL)	No Bid	$30.00	No Bid	No Bid	No Bid	No Bid
(AM)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AN)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AO)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AP)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AQ)	No Bid	No Bid	$56.00	No Bid	No Bid	No Bid
(AR)	$72.00	$72.00	$62.00	$72.00	$72.00	$72.00
(AS)	No Bid	No Bid	$50.00	No Bid	No Bid	No Bid
(AT)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AU)	No Bid	$75.00	$75.00	$75.00	$75.00	No Bid
(AV)	$60.00	$63.00	$58.50	$63.00	$65.00	$63.00
(AW)	$59.50	$47.50	$49.50	$49.50	$45.75	$40.00

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
6	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$32.90	$36.40	$28.40	$33.90	$33.90	$36.40
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$55.05	$55.05	$55.05	$55.05	$55.05	$55.05
(AE)	$35.00	$25.00	$25.00	$35.00	$35.00	$35.00
(AF)	$27.00	$27.00	$27.00	$27.00	$27.00	$27.00
(AG)	$24.00	$24.00	$24.00	$24.00	$24.00	$24.00
(AH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AJ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AK)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AL)	No Bid	$45.00	No Bid	No Bid	No Bid	No Bid
(AM)	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00
(AN)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AO)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AP)	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
(AQ)	No Bid	No Bid	$56.00	No Bid	No Bid	No Bid
(AR)	$115.00	$115.00	$90.00	$115.00	$115.00	$115.00
(AS)	No Bid	No Bid	$75.00	No Bid	No Bid	No Bid
(AT)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AU)	No Bid	$112.50	$112.50	$112.50	$112.50	No Bid
(AV)	$90.00	$95.00	$87.75	$95.00	$97.50	$95.00
(AW)	$89.25	$71.50	$74.50	$74.50	$68.50	$59.50

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
7	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$73.00	$69.00	$70.00	$70.00	$73.00
(AB)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AC)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(AD)	$73.25	$73.25	$73.25	$73.25	$73.25	$73.25
(AE)	$80.00	$75.00	$75.00	$80.00	$80.00	$80.00
(AF)	$66.00	$66.00	$66.00	$66.00	$66.00	$66.00
(AG)	$54.15	$54.15	$54.15	$54.15	$54.15	$54.15
(AH)	$87.00	$87.00	$87.00	$87.00	$87.00	$87.00
(AI)	$70.00	$70.00	$70.00	$70.00	$80.00	$70.00
(AJ)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AK)	$76.50	$76.50	$76.50	$76.50	$76.50	$76.50
(AL)	No Bid	$100.00	No Bid	No Bid	No Bid	No Bid
(AM)	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
(AN)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AO)	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
(AP)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AQ)	No Bid	No Bid	$98.00	No Bid	No Bid	No Bid
(AR)	$150.00	$150.00	$120.00	$150.00	$150.00	$150.00
(AS)	No Bid	No Bid	$110.00	No Bid	No Bid	No Bid
(AT)	$91.78	$91.78	$91.78	$91.78	$91.78	$91.78
(AU)	No Bid	$98.70	$98.70	$98.70	$98.70	No Bid
(AV)	$102.00	$105.00	$99.00	$105.00	$110.00	$105.00
(AW)	$166.50	$133.25	$138.75	$138.75	$127.75	$111.00

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
8	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.40	$73.40	$69.40	$70.40	$70.40	$73.40
(AB)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AC)	$108.00	$108.00	$108.00	$108.00	$108.00	$108.00
(AD)	$109.88	$109.88	$109.88	$109.88	$109.88	$109.88
(AE)	$120.00	$112.50	$112.50	$120.00	$120.00	$120.00
(AF)	$87.85	$87.85	$87.85	$87.85	$87.85	$87.85
(AG)	$81.25	$81.25	$81.25	$81.25	$81.25	$81.25
(AH)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AI)	$105.00	$105.00	$105.00	$105.00	$120.00	$105.00
(AJ)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AK)	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
(AL)	No Bid	$150.00	No Bid	No Bid	No Bid	No Bid
(AM)	$109.00	$109.00	$109.00	$109.00	$109.00	$109.00
(AN)	$127.50	$127.50	$127.50	$127.50	$127.50	$127.50
(AO)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AP)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AQ)	No Bid	No Bid	$98.00	No Bid	No Bid	No Bid
(AR)	$70.00	$70.00	$60.00	$70.00	$70.00	$70.00
(AS)	No Bid	No Bid	$160.00	No Bid	No Bid	No Bid
(AT)	$137.67	$137.67	$137.67	$137.67	$137.67	$137.67
(AU)	No Bid	$148.05	$148.05	$148.05	$148.05	No Bid
(AV)	$153.00	$158.00	$148.00	$158.00	$165.00	$158.00
(AW)	$245.00	$200.00	$205.00	$205.00	$190.00	$165.00

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
9	1	Hr.	Apprentice/Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$41.00	$45.00	$38.00	$42.50	$42.50	$45.00
(AB)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AD)	$43.95	$43.95	$43.95	$43.95	$43.95	$43.95
(AE)	$50.00	$45.00	$45.00	$50.00	$50.00	$50.00
(AF)	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00
(AG)	$39.25	$39.25	$39.25	$39.25	$39.25	$39.25
(AI)	$50.00	$50.00	$50.00	$50.00	$60.00	$50.00
(AJ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AK)	$58.50	$58.50	$58.50	$58.50	$58.50	$58.50
(AL)	No Bid	$60.00	No Bid	No Bid	No Bid	No Bid
(AM)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AN)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AO)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AP)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AQ)	No Bid	No Bid	$76.00	No Bid	No Bid	No Bid
(AR)	$95.00	$95.00	$80.00	$95.00	$95.00	$95.00
(AS)	No Bid	No Bid	$85.00	No Bid	No Bid	No Bid
(AT)	$90.41	$90.41	$90.41	$90.41	$90.41	$90.41
(AU)	No Bid	$78.75	$78.75	$78.75	$78.75	No Bid
(AV)	$60.00	$63.00	$58.50	$63.00	$65.00	$63.00
(AW)	$120.00	$95.00	$99.25	$99.25	$91.50	$84.00

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
10	1	Hr.	Apprentice/Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$41.40	$45.40	$38.40	$42.90	$42.90	$45.40
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AD)	$65.93	$65.93	$65.93	$65.93	$65.93	$65.93
(AE)	$75.00	$67.50	$67.50	$75.00	$75.00	$75.00
(AF)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AG)	$58.85	$58.85	$58.85	$58.85	$58.85	$58.85
(AI)	$75.00	$75.00	$75.00	$75.00	$90.00	$75.00
(AJ)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AK)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AL)	No Bid	$90.00	No Bid	No Bid	No Bid	No Bid
(AM)	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00
(AN)	$88.50	$88.50	$88.50	$88.50	$88.50	$88.50
(AO)	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
(AP)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AQ)	No Bid	No Bid	$76.00	No Bid	No Bid	No Bid
(AR)	$50.00	$50.00	$40.00	$50.00	$50.00	$50.00
(AS)	No Bid	No Bid	$105.00	No Bid	No Bid	No Bid
(AT)	$135.61	$135.61	$135.61	$135.61	$135.61	$135.61
(AU)	No Bid	$118.12	$118.12	$118.12	$118.12	No Bid
(AV)	$90.00	$95.00	$87.75	$95.00	$97.50	$95.00
(AW)	$1,175.00	$142.50	$145.00	$145.00	$135.00	$120.00

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
11	1	Hr.	Laborer, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$32.50	$36.00	$28.00	$33.50	$33.50	$36.00
(AB)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AD)	$34.41	$34.41	$34.41	$34.41	$34.41	$34.41
(AE)	$30.00	$25.00	$25.00	$30.00	$30.00	$30.00
(AF)	$27.00	$27.00	$27.00	$27.00	$27.00	$27.00
(AG)	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25
(AH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AJ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AK)	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
(AL)	No Bid	$40.00	No Bid	No Bid	No Bid	No Bid
(AM)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AN)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AO)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AP)	$52.00	$52.00	$52.00	$52.00	$52.00	$52.00
(AQ)	No Bid	No Bid	$56.00	No Bid	No Bid	No Bid
(AR)	$50.00	$50.00	$40.00	$50.00	$50.00	$50.00
(AS)	No Bid	No Bid	$60.00	No Bid	No Bid	No Bid
(AT)	$90.41	$90.41	$90.41	$90.41	$90.41	$90.41
(AU)	No Bid	$78.75	$78.75	$78.75	$78.75	No Bid
(AV)	$60.00	$63.00	$58.50	$63.00	$65.00	$63.00
(AW)	$95.00	$76.50	$79.50	$79.50	$73.00	$63.50

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
12	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$32.90	$36.40	$28.40	$33.90	$33.90	$36.40
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$51.61	$51.61	$51.61	$51.61	$51.61	$51.61
(AE)	$30.00	$25.00	$25.00	$30.00	$30.00	$30.00
(AF)	$27.00	$27.00	$27.00	$27.00	$27.00	$27.00
(AG)	$42.37	$42.37	$42.37	$42.37	$42.37	$42.37
(AH)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AJ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AK)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AL)	No Bid	$60.00	No Bid	No Bid	No Bid	No Bid
(AM)	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00
(AN)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AO)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AP)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AQ)	No Bid	No Bid	$56.00	No Bid	No Bid	No Bid
(AR)	$70.00	$70.00	$60.00	$70.00	$70.00	$70.00
(AS)	No Bid	No Bid	$85.00	No Bid	No Bid	No Bid
(AT)	$135.61	$135.61	$135.61	$135.61	$135.61	$135.61
(AU)	No Bid	$118.12	$118.12	$118.12	$118.12	No Bid
(AV)	$90.00	$95.00	$87.75	$95.00	$97.50	$95.00
(AW)	$143.00	$114.00	$120.00	$120.00	$110.00	$95.00

Item	Approx. Qty.	Unit	Article Description
13	1	Hr.	Diagnosis, project estimates, troubleshooting

Vendor	Unit Price
(AA)	$79.00
(AB)	$62.00
(AC)	$72.00
(AD)	$125.00
(AE)	$82.50
(AF)	$66.00
(AG)	$100.00
(AH)	$75.00
(AI)	$90.00
(AJ)	$70.00
(AK)	$76.50
(AL)	$100.00
(AM)	$89.00
(AN)	$75.00
(AO)	$105.00
(AP)	$89.00
(AQ)	$98.00
(AR)	$100.00
(AS)	$150.00
(AT)	$101.00
(AU)	$94.00
(AV)	$110.00
(AW)	$93.75

Item	Approx. Qty.	Unit	Article Description
14		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(AA)	**0%**
(AB)	**15%**
(AC)	**7%**
(AD)	**10% <60K**
	15% >60K
(AE)	**0%**
(AF)	**10%**
(AH)	**0%**
(AI)	**10%**
(AJ)	**0.15%**
(AK)	**15%**
(AL)	**1%**
(AM)	**0%**
(AN)	**20%**
(AO)	**0%**
(AP)	**0%**
(AQ)	**0%**
(AR)	**10%**
(AS)	**0%**
(AT)	**30%**
(AU)	**10%**
(AV)	**0%**
(AW)	**0%**

Item	Approx. Qty.	Unit	Article Description
15		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person

Vendor	Unit Price
(AA)	$120.00
(AB)	$115.00
(AC)	$75.00
(AD)	Based on Federal 2019 Per Diem Rates for NM.
	Eddy Co: $222.00
	SF Co: $184.00
	Taos Co: $171.00
	All Other Co: $149.00
(AE)	$180.00
(AF)	$30.00
(AG)	$50.00
(AH)	$150.00
(AI)	$225.00
(AJ)	$130.00
(AK)	$60.00
(AL)	$130.00
(AM)	$130.00
(AN)	$100.00
(AO)	$125.00
(AP)	$185.00
(AQ)	$120.00
(AR)	$125.00
(AS)	$175.00
(AT)	$189.00
(AU)	$195.00
(AV)	Zones 1,2,3,4,6: $135.00 Zone 5: $435.00
(AW)	$70.00

Item	Article Description
16	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	104 Sin Nombre Ct. NE	AnchorBuilt, Inc.	PO Box 27688	Albuquerque, NM 87125	$0.95
(AB)	9720 Bell Ave. SE	B&D Industries, Inc.	9720 Bell Ave. SE	Albuquerque, NM 87123	$0.50
(AC)	610 Industrial Ave NE	CAC, Inc.	610 Industrial Ave NE	Albuquerque, NM 87107	$1.00
(AD)	2700 Vista Grande Dr. NW #59 Albuquerque, NM 87120 1259 Colonial Parkway Clovis, NM 88101	Caliber Construction Services	2700 Vista Grande Dr. NW #59	Albuquerque, NM 87120	$1.25*
	* Caliber Construction Services has 2 office locations; mileage will be charged from the location that is the lowest in overall cost.				
(AE)	8920 Adams St. NE Ste. A	Comfort Systems USA SW	8920 Adams St. NE Ste. A	Albuquerque, NM 87113	$1.55
(AF)	8915 Adams St. Ste. B	Four Winds Mechanical	8915 Adams St. Ste. B	Albuquerque, NM 87113	$0.99
(AG)	7500 2nd St.	Installation & Service Heating, Inc.	7500 2nd St. NW	Albuquerque, NM 87107	$0.58
(AH)	98 CR 119	La Mesilla Construction, LLC	98 CR 119	Española, NM 87532	$0.25
(AI)	6060 Isleta Blvd. SW	Welch's Boiler Service, Inc.	6060 Isleta Blvd. SW	Albuquerque, NM 87105	$1.60
(AJ)	3301 Girard Blvd	Western Mechanical Co.	3301 Girard Blvd	Albuquerque, NM 87107	$1.25
(AK)	8501 Washington St. NE	Yearout Service, LLC.	8501 Washington St. NE	Albuquerque, NM 87113	$0.55
(AL)	502 Calle Ben Vigil	A-Plus Plumbing & Heating, Inc.	502 Calle Ben Vigil	Espanola, NM 87532	$0.75
(AM)	4320 Ellison St. NE	Chardans Mechanical, Inc.	4320 Ellison St. NE	Albuquerque, NM 87109	$1.10

Item	Article Description				
16	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.				
(AN)	107 Candelaria Rd. NW	Donner Plumbing & Heating	107 Candelaria Rd. NW	Albuquerque, NM 87107	$0.75
(AO)	2600 American Rd. SE Ste. 360	ENGIE Services US	2600 American Rd. SE Ste. 360	Rio Rancho, NM 87124	$0.58
(AP)	100 Mountain Park Place	GEW Mechanical, Inc.	PO Box 10293	Albuquerque, NM 87184	$1.89
(AQ)	2006 Southern Blvd. SE	J.D. Zentz, Inc.	2006 Southern Blvd. SE	Rio Rancho, NM 87124	$0.76
(AR)	501 Eubank Blvd. SE	Jack B. Henderson	501 Eubank Blvd. SE	Albuquerque, NM 87123	$0.50
(AS)	1404 Sigma Chi Rd. NE	JLC Professional Plumbing & Heating	1404 Sigma Chi Rd. NE	Albuquerque, NM 87106	$0.75
(AT)	5500 Midway Park Place NE	Johnson Controls, Inc.	5500 Midway Park Place NE	Albuquerque, NM 87109	$1.80
(AU)	6565 Americas Parkway NE	PC Automated Controls, Inc.	P.O. Box 14945	Albuquerque, NM 87110	$1.49
(AV)	5000 Edith Blvd. NE	TLC Company, Inc. DBA: TLC Plumbing & Utility	5000 Edith Blvd. NE	Albuquerque, NM 87107	$1.25
(AW)	1716 W 7th	WWRC, Inc.	1716 W 7th	Clovis, NM 88101	$3.35

*** 16 Items Total ***

HUB New Mexico

7770 Jefferson Street NE • Suite 101
Albuquerque, NM 87109
Toll-free: 800-800-5661

hubinternational.com

December 10, 2018

To Whom It May Concern:

RE: B & D Industries, Inc.

Ladies & Gentlemen:

HUB International represents B & D Industries, Inc. as their Broker of Record. This letter is to confirm the NCCI Worker's Compensation Experience Modifier for B & D Industries as follows:

January 1, 2015/16	.90
January 1, 2016/17	.79
January 1, 2017/18	.67
January 1, 2018/19	.84
January 1, 2019/20	.77

We are privileged to work with this excellent contractor and recommend them highly. If you have any questions concerning these modifiers please let me know. Thank you.

Sincerely,

Alice C. Foster

Alice C. Foster, CIC, CPCU, CRM
Senior Client Advisor

ACF/hs

cc: Mr. Chris Carrasco
B & D Industries, Inc.

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: KEERS ENVIRONMENTAL INC **Risk ID:** 917766770

Rating Effective Date: 04/01/2019 **Production Date:** 11/19/2018 **State:** INTERSTATE

State	Wt.	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
AZ	.15	482	720	238	0	28,800	0	0
NM	.12	85,955	113,632	27,877	0	41,650	1,425	1,425
TX	.13	869	1,446	577	0	35,175	0	0

(A) Wt.	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.12		87,306	115,998	28,692	0	41,490	428	428

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	428	118,319	0	118,747
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	28,692	118,319	10,477	157,488

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors	1.00				.75

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

Carrier: 28355-000 **Policy:** EBWCC0013002 **Eff-Date:** 04-01-2018 **Exp-Date:** 04-01-2019

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B&DINDU-01 MKATS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2019

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 License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER A : Valley Forge Insurance Company — 20508 INSURER B : National Fire Insurance Company of Hartford — 20478 INSURER C : The Continental Insurance Company — 35289 INSURER D : Transportation Insurance Company — 20494 INSURER E : Builders Trust of New Mexico 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6016149399	11/11/2019	11/11/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6016149371	11/11/2019	11/11/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6016149404	11/11/2019	11/11/2020	EACH OCCURRENCE AGGREGATE	$ 11,000,000 $ 11,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	6016149385	11/11/2019	11/11/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
E	Worker's Compensatio		X	5672	1/1/2020	1/1/2021	Accid/Empl/Pol Limit	2,000,000

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

Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

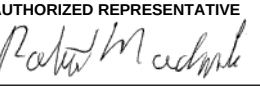
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

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

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

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: CLINTON BEALL

License Number: 224955

Issued Date: February 06, 2020

Expiration Date: December 31, 2020

CRS Number: 01716872004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

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
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 B&D Industries, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of

Original Contract Amount: $271,093.75

Termination Date: June 30, 2021

☑ Approved by Council Date: January 28, 2020

☐ or by City Manager Date:

Contract is for: On-Call HVAC, Mechanical, Plumbing and electrical services for City Facilities using SPA#90-000-18-00073

Amendment # 1 to the Original Contract# 20-0027

Increase/(Decrease) Amount $ $500,000.00

Extend Termination Date to:

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for:

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

Amount $ 250,000.00 of original Contract# 20-0027 Termination Date: 6/30/2021

Reason:

Amount $ 500,000.00 amendment # 1 Termination Date: 6/30/2021

Reason: Increase conpensation for next fiscal year.

Amount $ amendment # Termination Date:

Reason:

Amount $ amendment # Termination Date:

Reason:

Total of Original Contract plus all amendments: $ $750,000.00

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other State Price Agreement 90-000-18-00073

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

Fran Dunaway (Jun 15, 2020 08:40 MDT)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** Midtown Operations Repairs & Maintenance **BU/Line Item:** Misc

Sam Burnett
Sam Burnett (Jun 15, 2020 06:23 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:** J Sam Burnett

Phone # 505-795-2491

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: B&D Industries, Inc

Procurement Title: B&D Industries Inc – HVAC, Mechanical, Plumbing and Electrical On-Call Amendment #1

Solicitation RFP#: NA

Department Requesting/Staff Member: Public Works Dept, Facilities Division. J Sam Burnett, Property Manager

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)
☐	☒	Departments Recommendation of Award Memo addressed to Finance
☐	☒	Evaluation Committee Report
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment – How does Purchasing staff verify the contract has been approved to form by City Attorney?
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contract
☒	☐	Certificate of Insurance
☐	☒	Other: _____

J Sam Burnett, Public Works Property Manager
Department Rep Printed Name and Title

J Sam Burnett
Department Rep Signature attesting that all information included

Fran Dunaway (Jun 15, 2020 08:40 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

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

*

☐ ☒ Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐ ☒ Reference Reviews/Reference Check Questionnaires
☐ ☒ Pricing evaluation
☐ ☒ Final overall evaluation matrix or summary of evaluator scores
☐ ☒ Other: _____

AWARD*

YES N/A

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

DISCLOSURES*

YES N/A

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

CONTRACT*

YES N/A

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all documentation presented to the Committees
☒ ☐ Finalized Council Committee Minutes
☒ ☐ Other: _____

MISCELLANEOUS FILE*

YES N/A

☐ ☒ Local Preference Form
☐ ☒ New Mexico Residence Form
☐ ☒ Veterans Exemption
☐ ☒ 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

J Sam Burnett, Public Works Property Manager
Department Rep Printed Name and Title

J Sam Burnett
Department Rep Signature attesting that all information included

*

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**

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 #_____

Contractor: **New Mexico Inter-Faith Housing Corp.**

Description: **Agreement delivers infrastructure costs associated with the construction of the Siler Yards Apartment Community, a 65 affordable unit complex to renters earning no more than 65% AMI**

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 Dunaway (Jun 30, 2020 11:03 MDT) _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero

Alexis Lotero (Jun 30, 2020 17:01 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: New Mexico Inter-Faith Housing Corp.

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	
☐	☐	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:

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jun 30, 2020 17:03 MDT)

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:	$200,000	Munis Fund Number:	240
Vendor Name:	New Mexico Inter-Faith Housing Corp.	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.
This contract delivers infrastructure costs associated with the construction of the Siler Yards Apartment Community, a 65 affordable unit complex to renters earning no more than 65% AMI. This is one-time commitment of funds for a one-time project/ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

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 procurement is aligned with requirements of the NM Affordable Housing Act reflects the Governing Body's policy intent to support affordable housing in our community. As per SFCC 26-3, these funds must be used to support the provision of affordable housing through construction, rehabilitation or preservation of units or direct financial support for income-qualified individuals.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No, these housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

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.
Without this expenditure, the access to housing opportunity of low- and moderate-income residents would be greatly limited. These are local trust funds, generated from development revenues, the Tierra Contenta mortgage, and pay-offs of City-held liens. These funds are not drawn against the City's general fund budget.

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?
These funds directly complement the use of other federal state and private investments into the housing market. For every $1 of local funds committed through these contracts, up to $14 are leveraged from other resources.

Fran Dunaway (Jun 30, 2020 17:03 MDT)	Alexis Lotero (Jun 30, 2020 17:01 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: NEW MEXICO INTER-FAITH HOUSING
DBA: NEW MEXICO INTER-FAITH HOUSING

Business Location: 2889 A TRADES WEST RD
SANTA FE, NM 87507

Owner:

License Number: 227271

Issued Date: May 12, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

NEW MEXICO INTER-FAITH HOUSING
125 E PALACE AVE
SANTA FE, NM 87501

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): 05/18/2020

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	CONTACT NAME: Tara Triana	
Insgroup, Inc. 5151 San Felipe, 24th Floor Houston TX 77056	PHONE (A/C, No, Ext): (713) 541-7272	FAX (A/C, No): (713) 772-5224
	E-MAIL ADDRESS: ttriana@insgroup.net	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Ind Ins Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Mexico Inter-Faith Community Housing Development
125 E Palace Ave, #43
Santa Fe NM 87501

COVERAGES **CERTIFICATE NUMBER:** 19-20 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			PHPK1959484	03/23/2020	05/24/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Directors and Officers Liability			PHSD1494227	12/16/2019	12/16/2020	Limit	$1,000,000
							Retention	$2,500

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

CERTIFICATE HOLDER

Office of Affordable Housing
P.O. 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2020

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PRODUCER	CONTACT NAME: Tara Triana	
Insgroup, Inc. 5151 San Felipe, 24th Floor Houston TX 77056	PHONE (A/C, No, Ext): (713) 541-7272	FAX (A/C, No): (713) 772-5224
	E-MAIL ADDRESS: ttriana@insgroup.net	

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INSURER A : Philadelphia Ind Ins Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Mexico Inter-Faith Community Housing Development
125 E Palace Ave, #43
Santa Fe NM 87501

COVERAGES **CERTIFICATE NUMBER:** 19-20 **REVISION NUMBER:**

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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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Directors and Officers Liability			PHSD1494227	12/16/2019	12/16/2020	Limit	$1,000,000
							Retention	$2,500

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

CERTIFICATE HOLDER

Office of Affordable Housing
P.O. Box 909
Santa Fe NM 87504-0909

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2020

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PRODUCER	CONTACT NAME:	
Jeffrey Rendel (AJG) c/o Arthur J. Gallagher Risk Management Service 250 Tequesta Drive Tequesta, FL 33469	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich-American Insurance Company	16535
INSURED G&A Outsourcing, Inc. dba: G&A Partners Alt. Emp: TEXAS INTERFAITH HOUSING CORPORATION 17220 Katy Freeway Suite 350 Houston, TX 77094	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20TX0381012384 **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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 16-90-372-00	02/23/2020	02/23/2021	X PER STATUTE ☐ 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
				Location Coverage Period:	02/23/2020	02/23/2021	**Client#** 810920-NM	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
TEXAS INTERFAITH HOUSING CORPORATION
125 E Palace Ave Suite 43,
Santa Fe, NM 87505

CERTIFICATE HOLDER

TEXAS INTERFAITH HOUSING CORPORATION
125 E Palace Ave Suite 43
Santa Fe, NM 87505

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 **New Mexico Inter-Faith Housing Corp** 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 infrastructure costs associated with the construction of the Siler Yards Apartment Community. The subject property received LIHTC subsidy funds, in addition to several other funding sources to construct 65 units affordable to renters earning no more than 60%AMI, broken down by.

B. Contractor will follow procurement processes consistent with the state procurement code, including 3 bids for proposed scope of work.

C. Contractor will 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. <u>Compensation.</u>

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed two hundred thousand ($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. <u>Amendment</u>.

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. <u>Merger</u>.

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 a 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.Ne

21. <u>Records and Financial Audit</u>.

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. <u>Indemnification</u>.

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: New Mexico Inter-Faith Housing Corp
125 E. Palace Ave Suite 43
Santa Fe, NM 87501

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: NEW MEXICO INTER-FAITH HOUSING
_____	_____
ALAN WEBBER MAYOR	DANIEL WERWATH EXECUTIVE DIRECTOR
DATE:_____	DATE:_____

CRS# 03184261005
Registration #

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 NMIF Housing - Siler Yards $200000

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4DGZHRhLMaKsEnrgKnObORhzaJAT0ZuU

"2020 05 12 NMIF Housing - Siler Yards $200000" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 2:51:15 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 2:51:26 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 - 2:51:26 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 #_____

Contractor: **New Mexico Inter-Faith Housing Corp.**

Description: **Agreement delivers infrastructure costs associated with the construction of the Siler Yards Apartment Community, a 65 affordable unit complex to renters earning no more than 65% AMI**

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 Dunaway (Jun 30, 2020 11:03 MDT) _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero

Alexis Lotero (Jun 30, 2020 17:01 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: New Mexico Inter-Faith Housing Corp.

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	
☐	☐	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:

Roberta Catanach, Contracts Administrator 5/11/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jun 30, 2020 17:03 MDT)

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:	$200,000	Munis Fund Number:	240
Vendor Name:	New Mexico Inter-Faith Housing Corp.	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.
This contract delivers infrastructure costs associated with the construction of the Siler Yards Apartment Community, a 65 affordable unit complex to renters earning no more than 65% AMI. This is one-time commitment of funds for a one-time project/ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

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 procurement is aligned with requirements of the NM Affordable Housing Act reflects the Governing Body's policy intent to support affordable housing in our community. As per SFCC 26-3, these funds must be used to support the provision of affordable housing through construction, rehabilitation or preservation of units or direct financial support for income-qualified individuals.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No, these housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

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.
Without this expenditure, the access to housing opportunity of low- and moderate-income residents would be greatly limited. These are local trust funds, generated from development revenues, the Tierra Contenta mortgage, and pay-offs of City-held liens. These funds are not drawn against the City's general fund budget.

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?
These funds directly complement the use of other federal state and private investments into the housing market. For every $1 of local funds committed through these contracts, up to $14 are leveraged from other resources.

Fran Dunaway (Jun 30, 2020 17:03 MDT)	Alexis Lotero (Jun 30, 2020 17:01 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: NEW MEXICO INTER-FAITH HOUSING
DBA: NEW MEXICO INTER-FAITH HOUSING

Business Location: 2889 A TRADES WEST RD
SANTA FE, NM 87507

Owner:

License Number: 227271

Issued Date: May 12, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

NEW MEXICO INTER-FAITH HOUSING
125 E PALACE AVE
SANTA FE, NM 87501

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): 05/18/2020

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	CONTACT NAME: Tara Triana	
Insgroup, Inc. 5151 San Felipe, 24th Floor Houston TX 77056	PHONE (A/C, No, Ext): (713) 541-7272	FAX (A/C, No): (713) 772-5224
	E-MAIL ADDRESS: ttriana@insgroup.net	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Ind Ins Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Mexico Inter-Faith Community Housing Development
125 E Palace Ave, #43
Santa Fe NM 87501

COVERAGES **CERTIFICATE NUMBER:** 19-20 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			PHPK1959484	03/23/2020	05/24/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Directors and Officers Liability			PHSD1494227	12/16/2019	12/16/2020	Limit	$1,000,000
							Retention	$2,500

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

CERTIFICATE HOLDER

Office of Affordable Housing
P.O. 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2020

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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Ind Ins Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Mexico Inter-Faith Community Housing Development
125 E Palace Ave, #43
Santa Fe NM 87501

COVERAGES **CERTIFICATE NUMBER:** 19-20 **REVISION NUMBER:**

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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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Directors and Officers Liability			PHSD1494227	12/16/2019	12/16/2020	Limit	$1,000,000
							Retention	$2,500

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

CERTIFICATE HOLDER

Office of Affordable Housing
P.O. 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2020

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	CONTACT NAME:	
Jeffrey Rendel (AJG) c/o Arthur J. Gallagher Risk Management Service 250 Tequesta Drive Tequesta, FL 33469	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich-American Insurance Company	16535
INSURED G&A Outsourcing, Inc. dba: G&A Partners Alt. Emp: TEXAS INTERFAITH HOUSING CORPORATION 17220 Katy Freeway Suite 350 Houston, TX 77094	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20TX0381012384 **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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 16-90-372-00	02/23/2020	02/23/2021	X PER STATUTE ☐ 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
				Location Coverage Period:	02/23/2020	02/23/2021	**Client#** 810920-NM	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
TEXAS INTERFAITH HOUSING CORPORATION
125 E Palace Ave Suite 43,
Santa Fe, NM 87505

CERTIFICATE HOLDER

TEXAS INTERFAITH HOUSING CORPORATION
125 E Palace Ave Suite 43
Santa Fe, NM 87505

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 **New Mexico Inter-Faith Housing Corp** 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 infrastructure costs associated with the construction of the Siler Yards Apartment Community. The subject property received LIHTC subsidy funds, in addition to several other funding sources to construct 65 units affordable to renters earning no more than 60%AMI, broken down by.

B. Contractor will follow procurement processes consistent with the state procurement code, including 3 bids for proposed scope of work.

C. Contractor will 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. <u>Compensation.</u>

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed two hundred thousand ($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. <u>Amendment</u>.

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. <u>Merger</u>.

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 a 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.Ne

21. <u>Records and Financial Audit</u>.

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. <u>Indemnification</u>.

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: New Mexico Inter-Faith Housing Corp
125 E. Palace Ave Suite 43
Santa Fe, NM 87501

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: NEW MEXICO INTER-FAITH HOUSING
_____	_____
ALAN WEBBER MAYOR	DANIEL WERWATH EXECUTIVE DIRECTOR
DATE:_____	DATE:_____

CRS# 03184261005
Registration #

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 NMIF Housing - Siler Yards $200000

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4DGZHRhLMaKsEnrgKnObORhzaJAT0ZuU

"2020 05 12 NMIF Housing - Siler Yards $200000" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 2:42:19 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 2:42:39 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-12 - 2:51:15 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 2:51:26 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 - 2:51:26 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 07/01/2020
FOR CITY COUNCIL MEETING OF 07/08/2020

ISSUE:

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)

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO: Governing Body (scheduled): July 8

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

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 # 3201908

Contractor: **New Mexico Coalition to End Homelessness**

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: $180,000.00

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**

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **100** General Fund **Org / Object:** **1002750.510500**

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
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:	$180,000	Munis Fund Number:	100
Vendor Name:	New Mexico Coalition to End Homelessness	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.
This contract delivers rental assistance to residents in Santa Fe who are experiencing housing instability or homelessness. This is a one-time commitment of funds for an ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

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 procurement reflects the policy intent of the Governing Body to support the housing stability of Santa Fe's residents during the economic shut-down related to the COVID-19 pandemic.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No, rental assistance is provided by expert organizations who are managing other social services for these tenants. The City's internal delivery system cannot adequately or efficiently provide these services.

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 funds are targeted to the most vulnerable residents in our community - those in danger of homelessness. Combined with the effects of the COVID-19, without support to stabilize or attain housing, the health and safety of these residents will be severely impacted.

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?
The availability of other funds is severely curtailed in the current economic climate and it is doubtful these residents would be able to access support from other resources.

Procurement Office Signature	Budget Office Signature	Finance Director Signature

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Coalition to End Homelessness

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	
☐	☐	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:

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

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: NM COALITION TO END HOMELESS
DBA: NM COALITION TO END HOMELESS

Business Location: 440 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 02937190002

Owner: NM COALITION TO END HOMELESS

License Number: 225192

License Type: Business License - Renewable

Issued Date: February 24, 2020

Classification: Business Registration - Standard

Expiration Date: December 31, 2020

Fees Paid: $35.00

Description: NON-PROFIT

NM COALITION TO END HOMELESS
PO BOX 865
SANTA FE, NM 87504

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): 1/9/2020

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 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	CONTACT NAME: CONRAD SCHOTT
ZIA INSURANCE AGENCY INC. 810 CALLE MEJIA SUITE 106 SANTA FE NM 87501	PHONE (A/C, No, Ext): 505.983.7329 FAX (A/C, No): 505.986.6116 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
NEW MEXICO COALITION TO END HOMELESSNES PO BOX 865 SANTA FE, NM 87504	INSURER A: AMERICAN HALLMARK INSURANCE CO	
	INSURER B: NEW MEXICO MUTUAL CASUALTY CO.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 002 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X X		44PB428730-16	10/16/2019	10/16/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X X		44PB428730-16	10/16/2019	10/16/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		27309.118	10/01/2019	10/01/2020	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER LISTED BELOW IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 **New Mexico Coalition to End Homelessness** 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. Implement the Homeless Early Intervention 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 three hundred sixty (360) households earning less than 60% AMI, or meet a definition of homelessness including those who are living in a shelter, living in a place not meant for human habitation or those at risk of homelessness because they will lose their current housing situation within 14 days.

B. Create partnership networks with services providers including Life Link, St. Elizabeth Shelter, Youth Shelters and Family Services and the Santa Fe Interfaith Shelter. Partner agencies will identify households and individuals in need of the assistance, conduct a needs assessment using the Unite Us platform, the impact of COVID-19, as well as documenting other social determinants of health. After receiving documentation of housing instability or risk of homelessness, NMCEH will review the requests for eligibility and if approved, issue checks to the appropriate party such as landlords and utility companies.

C. Report to the City on a quarterly basis the use of funds, including documentation of housing instability, AMI of assisted renter, address, house hold size and other demographic information as requested.

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 for rental 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 one hundred eighty thousand dollars ($180,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed ($180,000). 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. <u>Term</u>.

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 a 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.

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: New Mexico Coalition to End Homelessness
440 Cerrillos Road
Santa Fe, NM 87501

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 FINANCE:

_____
MARY MCCOY
FINANCE DIRECTOR

CONTRACTOR:
NM COALITION TO END HOMELESSNESS

_____
HANK HUGHES
EXECUTIVE DIRECTOR

DATE:_____

CRS# 02-937190-00-2
Registration # 225192

1002750.510500
Org # / Line Item

NM Coalition $180,000

Final Audit Report 2020-05-12

Created:	2020-05-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdOpv3OgvQJFWMX3OvKGBJN6AKbyDtTN2

"NM Coalition $180,000" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-12 - 4:21:11 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-12 - 4:21:34 PM GMT

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2020-05-12 - 4:22:15 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-12 - 4:22:28 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-05-12 - 4:22:28 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201908

Contractor: **New Mexico Coalition to End Homelessness**

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: $180,000.00

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**

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **AHTF** **Org / Object:** **2402750.510500**

Alexis Lotero
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: _____

Signature: Fran Dunaway (Jul 20, 2020 10:35 MDT)

Email: fadunaway@santafenm.gov

Signature: clroibal (Jul 20, 2020 10:56 MDT)

Email: clroibal@santafenm.gov

ahth Revised - summary of contract

Final Audit Report 2020-07-20

Created:	2020-07-20
By:	Alexis Lotero (aclotero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzzhOcF-gJ7X9NMML-KkOpObcBAQFMcgK

"ahth Revised - summary of contract" History

Document created by Alexis Lotero (aclotero@ci.santa-fe.nm.us)
2020-07-20 - 4:34:48 PM GMT- IP address: 63.232.20.2

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2020-07-20 - 4:34:51 PM GMT

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2020-07-20 - 4:35:25 PM GMT- IP address: 23.103.201.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-07-20 - 4:35:34 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to clroibal (clroibal@santafenm.gov) for signature
2020-07-20 - 4:35:35 PM GMT

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2020-07-20 - 4:55:39 PM GMT- IP address: 23.103.200.254

Document e-signed by clroibal (clroibal@santafenm.gov)
Signature Date: 2020-07-20 - 4:56:55 PM GMT - Time Source: server- IP address: 174.28.24.177

Signed document emailed to Fran Dunaway (fadunaway@santafenm.gov), clroibal (clroibal@santafenm.gov) and Alexis Lotero (aclotero@ci.santa-fe.nm.us)
2020-07-20 - 4:56:55 PM GMT

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: July 2, 2020

TO: Finance Committee

VIA: Mary T. McCoy
Finance Director

FROM: Andy Hopkins
Principal Budget Analyst

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending June 30, 2020 (Fourth Quarter)

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2019/20 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require approval by the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in five sections:

A. Amendments to FY 2019/20 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed $60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

B. Amendments to FY 2019/20 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance, are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.

C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2019/20 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.

D. Summary of All Quarterly Amendments to FY 2019/20 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $3,771,020 and a net increase to the overall revenue budget of $12,777,514. The resulting net revenue increase of $9,006,494 (over and above additional expenditures) is supported by current revenues and/or available fund balances.

E. Summary Schedule – Quarterly Budget Amendments Resolution (BAR) – LGBMS Reconciliation: as required by DFA/LGD, this section summarizes the City's submittal of 4th quarter budget amendments to DFA/LGD, expressed in both the City of Santa Fe fund structure and the DFA/LGD Local Government Budget Management System (LGBMS) fund structure.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for their approval as required.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Finance Committee

A RESOLUTION

RELATING TO A REQUEST FOR APPROVAL OF FOURTH QUARTER BUDGET AMENDMENTS AND ASSOCIATED NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION ("DFA/LGD") SCHEDULES FOR FISCAL YEAR 2019/2020.

WHEREAS, a Fourth Quarter Review of the Fiscal Year 2019/2020 Budget shows a need to address significant priorities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body does request authorization for budget amendments as detailed on the attached Resolution Detail by Fund (see Attachment), hereby incorporated as part of this Resolution.

BE IT FURTHER RESOLVED that it is respectfully requested that authorization to implement the Fourth Quarter Budget Amendments and associated DFA/LGD schedules be granted by the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED, and ADOPTED this ___day of _____, 2020.

_____

ALAN M. WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2020/Resolutions/Fourth Quarter Budget Amendments

FIR No. 3260

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fourth Quarter Budget Amendments, Fiscal Year 2019/2020

Sponsor(s): _____

Revie wing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 7/2/2020 Phone: 955-6177

Revie wed by City Attorney: _____ Date: Jul 15, 2020

Revie wed by Finance Director: Mary McCoy Date: Jul 17, 2020

Summary:
The purpose of the Resolution is to make 4th Quarter FY 2019/2020 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:
See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20	FYE 21	FYE 22	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ †	$ 0	$ 0	N	NR	†	
Benefits*							
Capital Outlay	$ †	$ 0	$ 0	N	NR		
Contractual/	$ †	$ 0	$ 0				
Professional Services							
Operating	$ †	$ 0	$ 0			†	$ †
Total:	$ †	$ 0	$ 0				$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 20	FYE 21	FYE 22	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	
Special Revenue	$ †	$ 0	$ 0	NR	
CIP	$ †	$ 0	$ 0	NR	
Enterprise	$ †	$ 0	$ 0	NR	
Internal Service	$ †	$ 0	$ 0	NR	
Trust and Agency	$ †	$ 0	$ 0	NR	
Federal	$ †	$ 0	$ 0	NR	
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† *See Attachments – Resolution Detail by Fund*

CITY OF SANTA FE

4TH QUARTER FY 2019/20

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SUB-SECTION [A]

AMENDMENTS TO FY 2019/20 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FOURTH QUARTER FY 2019/2020
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
Council-Approved Capital Improvements Program (CIP) Budget Amendments:					
325	CIP Special Projects	Correction to prior allocation of funding for the ongoing ERP system upgrade project *[CC apvd. 5/6/19, #20]*	$ (227,994)	$ (3,131,000)	$ (2,903,006)
365	½% GRT Income Fund	Correction to prior allocation of funding for the ongoing ERP system upgrade project *[CC apvd. 5/6/19, #20]*	(3,131,000)	-	3,131,000
545	Airport	Appropriation of FAA/US DOT grant & local match for the Airport taxiway G and runway 15 projects *[CC Apvd. 4/29/20, #10-a]*	2,000,000	1,937,500	(62,500)
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			***$ (1,358,994)***	***$ (1,193,500)***	***$ 165,494***
Other Council-Approved Budget Amendments:					
216	Gross Receipts Tax Fund	Appropriation from available Railyard GRT revenue for Airport security services *[CC apvd. 4/29/20, #10-d]*	$ 75,000	$ -	$ (75,000)
233	Transportation Grants	Re-budget remaining portion of US FTA/NMHTD MPO transportation planning grants *[CC apvd. 6/10/20, #10-a]*	352,515	352,515	-
500	Waste Water Management	Appropriation from available balance for treatment plant disinfection system improvements *[CC apvd. 5/27/20, #10-b]*	204,630	-	(204,630)
500	Waste Water Management	Appropriation from available balance for Wastewater collection system equipment repairs *[CC apvd. 4/8/20, #10-f]*	135,547	-	(135,547)
525	Midtown Property	Appropriation of Midtown Campus lease revenue for COVID-19 emergency response costs *[CC apvd. 4/8/20, #12]*	315,000	315,000	-
545	Airport	Appropriation of CARES Act reimbursement grant for Airport operational expenses *[CC Apvd. 5/13/20, #13]*	-	1,858,505	1,858,505
545	Airport	Appropriation from available Railyard GRT revenue for Airport security services *[CC apvd. 4/29/20, #10-d]*	75,000	75,000	-
Subtotal - Other Council-Approved Budget Amendments			***$ 1,157,692***	***$ 2,601,020***	***$ 1,443,328***
TOTAL - Budget Amendments Previously Approved by City Council			***$ (201,302)***	***$ 1,407,520***	***$ 1,608,822***

CITY OF SANTA FE

4TH QUARTER FY 2019/20

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SUB-SECTION [B]

AMENDMENTS TO FY 2019/20 BUDGET THAT HAVE NOT PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FOURTH QUARTER FY 2019/2020

SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Transfer to Parking Fund to cover projected year-end deficit	$ 2,180,000	$ -	$ (2,180,000)
100	General Fund	Correction to prior appropriation of Comcast Franchise PEG Fee funding for multimedia equipment upgrades	-	(60,000)	(60,000)
100	General Fund	Correction to allocation of funding for NM Office of Cultural Affairs Historic Preservation Grant	(45,000)	-	45,000
100	General Fund	Appropriation of EMS reimbursements from athletic events for required contract pharmacist costs	1,400	11,323	9,923
210	Capital Equipment Reserve	Appropriation for vehicle tire disposal landfill costs	500	-	(500)
211	Franchise Fee Fund	Correction to prior appropriation of Comcast Franchise PEG Fee funding for multimedia equipment upgrades	(60,000)	-	60,000
212	Economic Development	Adjustment for legal services on ongoing IRB project applications	9,117	18,000	8,883
213	Lodgers' Tax Fund	Appropriation for ongoing Partners in Education services for Arts	30,000	30,000	-
221	Emergency Services	Correction to appropriation of US DHS 2019 Hazardous Materials Emergency Preparedness Grant/local match	-	30,000	30,000
240	Community Development	Appropriation for mortgage assistance and social health assessment costs for citizens impacted by COVID-19	60,000	-	(60,000)
240	Community Development	Appropriation for housing needs assessment costs for citizens impacted by COVID-19	50,000	-	(50,000)
240	Community Development	Appropriation of NM Tourism grant to SF Beautiful for construction of a City gateway entry sign	39,917	44,500	4,583
240	Community Development	Appropriation of additional funding for the SF Recovery Center	22,310	22,310	-
250	Historic Preservation	Correction to allocation of funding and local match for NM Office of Cultural Affairs Historic Preservation Grant	70,000	70,000	-
330	CIP Streets & Roadways	Re-budget remaining portion of prior year NM DOT grants to support ongoing streets CIP projects	-	1,122,551	1,122,551
335	CIP Bond Acquisition	Correction to previous re-appropriation of unspent prior year budget for ongoing 2018 GRT Bond CIP projects	(175,346)	-	175,346
350	CIP Arts and Culture	Correction to previous re-appropriation of unspent prior year budget for ongoing Arts CIP projects	(50,000)	-	50,000
535	Parking	Transfer from General Fund to cover projected year-end deficit	-	2,180,000	2,180,000
535	Parking	Correction to previous re-appropriation of unspent prior year budget for Parking equipment purchases	(50,000)	-	50,000
540	Transit Bus System	Correction to previous re-appropriation of unspent prior year budget for Transit vehicle purchases	(60,000)	-	60,000
545	Airport	Re-budget remaining portion of FAA/NM DOT grants for ongoing Airport improvements projects	-	4,862,533	4,862,533
545	Airport	Re-budget remaining portion of NM DFA grant for ongoing Airport improvements projects	-	1,500,000	1,500,000
545	Airport	Re-budget remaining portion of NMHTD grant for ongoing Airport improvements projects	-	39,321	39,321
TOTAL - Budget Amendments Not Previously Approved by City Council			***$ 2,022,898***	***$ 9,870,538***	***$ 7,847,640***

CITY OF SANTA FE

4TH QUARTER FY 2019/20

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2019/20 BUDGET

CITY OF SANTA FE - FOURTH QUARTER FY 2019/2020
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for emergency procurement of system equipment	$ 199,456	$ 199,456	$ -
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for emergency procurement of system equipment	199,456	-	(199,456)
810	SF Solid Waste Mgmt Agency	Appropriations from available revenue to maintain necessary reserve balances in SWMA reserve funds	1,300,000	-	(1,300,000)
810	SF Solid Waste Mgmt Agency	Correction to prior appropriation for landfill gas system operations & maintenance	-	102,830	102,830
810	SF Solid Waste Mgmt Agency	Appropriation for BuRRT e-waste recycling services	25,000	-	(25,000)
811	SWMA Equip Replacement Fund	Appropriation from available revenue to maintain necessary reserve balance in the SWMA Equipment Replacement Fund	-	825,000	825,000
812	SWMA Gas Collection Reserve	Appropriation from available revenue to maintain necessary reserve balance in the SWMA Gas Collection Reserve Fund	-	200,000	200,000
812	SWMA Gas Collection Reserve	Appropriation for the landfill gas system expansion project	225,512	-	(225,512)
812	SWMA Gas Collection Reserve	Correction to prior appropriation for landfill gas system operations & maintenance	-	(102,830)	(102,830)
813	SWMA Cell Developmt Reserve	Appropriation from available revenue to maintain necessary reserve balance in the SWMA Cell Development Reserve Fund	-	200,000	200,000
815	SWMA Closure/Post-Closure Reserve	Appropriation from available revenue to maintain necessary reserve balance in the SWMA Closure/Post-Closure Reserve	-	75,000	75,000
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 1,949,424***	***$ 1,499,456***	***$ (449,968)***

CITY OF SANTA FE

4TH QUARTER FY 2019/20

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2019/20 BUDGET BY FUND

CITY OF SANTA FE - FOURTH QUARTER FY 2019/2020
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 2,136,400	$ (48,677)	$ (2,185,077)
210	Capital Equipment Reserve	500	-	(500)
211	Franchise Fee Fund	(60,000)	-	60,000
212	Economic Development	9,117	18,000	8,883
213	Lodgers' Tax Fund	30,000	30,000	-
216	Gross Receipts Tax Fund	75,000	-	(75,000)
221	Emergency Services	-	30,000	30,000
233	Transportation Grants	352,515	352,515	-
240	Community Development	172,227	66,810	(105,417)
250	Historic Preservation	70,000	70,000	-
325	CIP Special Projects	(227,994)	(3,131,000)	(2,903,006)
330	CIP Streets & Roadways	-	1,122,551	1,122,551
335	CIP Bond Acquisition	(175,346)	-	175,346
350	CIP Arts and Culture	(50,000)	-	50,000
365	½% GRT Income Fund	(3,131,000)	-	3,131,000
500	Waste Water Management	340,177	-	(340,177)
525	Midtown Property	315,000	315,000	-
535	Parking	(50,000)	2,180,000	2,230,000
540	Transit Bus System	(60,000)	-	60,000
545	Airport	2,075,000	10,272,859	8,197,859
800	Buckman Direct Diversion	199,456	199,456	-
801	BDD Repair & Replacement Fund	199,456	-	(199,456)
810	SF Solid Waste Mgmt Agency	1,325,000	102,830	(1,222,170)
811	SWMA Equip Replacement Fund	-	825,000	825,000
812	SWMA Gas Collection Reserve	225,512	97,170	(128,342)
813	SWMA Cell Developmt Reserve	-	200,000	200,000
815	SWMA Closure/Post-Closure Reserve	-	75,000	75,000
QUARTERLY TOTAL - ALL FUNDS		***$ 3,771,020***	***$ 12,777,514***	***$ 9,006,494***

CITY OF SANTA FE

4TH QUARTER FY 2019/20

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SUB-SECTION [E]

SUMMARY SCHEDULE –
QUARTERLY BUDGET AMENDMENTS
RESOLUTION (BAR) –
LGBMS RECONCILIATION

Sub-Section E: City of Santa Fe - 4th Quarter FY1920 Budget Amendments Resolution (BAR) - LGBMS Reconciliation

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	Q3-1920	Q4-1920	Qtr chg
100	General Fund	11000	General Operating Fund	Expenditures	98,385,285	98,294,375	(90,910)
100	General Fund	11000	General Operating Fund	Revenues	103,627,913	103,639,236	11,323
100	General Fund	11000	General Operating Fund	Transfers In	2,669,946	2,609,946	(60,000)
100	General Fund	11000	General Operating Fund	Transfers Out	5,715,785	7,943,095	2,227,310
216	Gross Receipts Tax	21000	Quality of Life GRT	Transfers Out	14,831,381	14,906,381	75,000
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Expenditures	6,736,351	6,766,351	30,000
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Transfers In	9,307,318	9,337,318	30,000
233	Transportation Grants	21800	Intergovernmental Grants	Expenditures	494,321	846,836	352,515
240	Community Development	21800	Intergovernmental Grants	Expenditures	2,512,250	2,684,477	172,227
252	Arts & Culture Grants	21800	Intergovernmental Grants	Expenditures	65,000	35,000	(30,000)
233	Transportation Grants	21800	Intergovernmental Grants	Revenues	452,528	805,043	352,515
240	Community Development	21800	Intergovernmental Grants	Revenues	2,624,375	2,668,875	44,500
240	Community Development	21800	Intergovernmental Grants	Transfers In	-	22,310	22,310
252	Arts & Culture Grants	21800	Intergovernmental Grants	Transfers Out	-	30,000	30,000
210	Capital Equipment Rsv	29900	Other Special Revenue	Expenditures	-	500	500
212	Economic Development	29900	Other Special Revenue	Expenditures	1,569,792	1,578,909	9,117
250	Historic Preservation	29900	Other Special Revenue	Expenditures	28,000	98,000	70,000
212	Economic Development	29900	Other Special Revenue	Revenues	986,578	1,004,578	18,000
221	Emergency Services	29900	Other Special Revenue	Revenues	2,853,091	2,883,091	30,000
250	Historic Preservation	29900	Other Special Revenue	Revenues	19,701	64,701	45,000
250	Historic Preservation	29900	Other Special Revenue	Transfers In	-	25,000	25,000
211	Franchise Fee Fund	29900	Other Special Revenue	Transfers Out	80,000	20,000	(60,000)
325	CIP Special Projects	30100	Bond Proceeds Project	Expenditures	5,287,813	5,059,819	(227,994)
335	CIP Bond Acquisition	30100	Bond Proceeds Project	Expenditures	21,066,507	20,891,161	(175,346)
350	CIP Arts and Culture	30100	Bond Proceeds Project	Expenditures	421,629	371,629	(50,000)
325	CIP Special Projects	30100	Bond Proceeds Project	Transfers In	6,262,000	3,131,000	(3,131,000)
330	CIP Streets & Roadways	30400	Road/Street Projects	Revenues	4,026,355	5,148,906	1,122,551
365	1/2% GRT Income Fund	30500	Gross Receipts Tax Proceeds Project	Transfers Out	23,790,807	20,659,807	(3,131,000)
500	Waste Water Management	50300	Wastewater/Sewer Enterprise	Expenditures	38,362,066	38,702,243	340,177
545	Airport	50400	Airport Enterprise	Expenditures	18,792,293	20,867,293	2,075,000
545	Airport	50400	Airport Enterprise	Revenues	15,121,434	25,319,293	10,197,859
545	Airport	50400	Airport Enterprise	Transfers In	54,670	129,670	75,000
535	Parking	50800	Parking Facilities Enterprise	Expenditures	7,299,700	7,249,700	(50,000)
535	Parking	50800	Parking Facilities Enterprise	Transfers In	414,193	2,594,193	2,180,000
800	Buckman Direct Diversion	52100	Joint Utility	Expenditures	10,341,556	10,541,012	199,456
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Expenditures	11,049,947	11,177,777	127,830
812	SWMA Gas Collection Rsv	52100	Joint Utility	Expenditures	167,267	289,949	122,682
800	Buckman Direct Diversion	52100	Joint Utility	Transfers In	-	199,456	199,456

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	Q3-1920	Q4-1920	Qtr chg
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Transfers In	1,662,733	1,765,563	102,830
811	SWMA Equip Replacement Fund	52100	Joint Utility	Transfers In	90,500	915,500	825,000
812	SWMA Gas Collection Rsv	52100	Joint Utility	Transfers In	277,830	375,000	97,170
813	SWMA Cell Developmt Reserve	52100	Joint Utility	Transfers In	-	200,000	200,000
815	SWMA Closure/Post Closure Rsv	52100	Joint Utility	Transfers In	50,000	125,000	75,000
801	BDD Repair & Replacement	52100	Joint Utility	Transfers Out	-	199,456	199,456
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Transfers Out	418,330	1,615,500	1,197,170
812	SWMA Gas Collection Rsv	52100	Joint Utility	Transfers Out	-	102,830	102,830
540	Transit Bus System	53200	Transit Enterprise	Expenditures	19,359,499	19,299,499	(60,000)
525	Midtown Property	59900	Other Enterprise	Expenditures	2,827,334	3,142,334	315,000
525	Midtown Property	59900	Other Enterprise	Revenues	-	315,000	315,000

Fourth Quarter Budget Amendments (For Signature)

Final Audit Report 2020-07-17

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CITY OF SANTA FE - LOSS SUMMARY

COMMERCIAL AUTOMOBILE

POLICY TERM	POLICY #	CARRIER NAME	PREMIUM	IND / PD PAID	MED / BI PAID	EXPENSES PAID	EXP NOT INCLUDED IN TOTAL PAID	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERIES	DEDUCTIBLE	TOTAL INCURRED	LOSS RATIO	VALUATION DATE	# OF OPEN CLAIMS	# OF CLOSED CLAIMS	# OF OTHER CLAIMS	# OF CLAIMS
07/01/2015 to 07/01/2016	H8102C410241IND	CCMSI (Travelers)	$418,312	$137,775	$188,322	$190,664	$0	$516,761	$14,097	$12,936	$0	$517,922	123.81%	06/17/20	1	95	0	96
07/01/2016 to 07/01/2017	H8102C410241IND	CCMSI (Travelers)	$455,788	$124,645	$69,981	$3,180	$0	$197,805	$3,522	$0	$0	$201,327	44.17%	06/17/20	1	74	0	75
07/01/2017 to 07/01/2018	H8102C410241IND	CCMSI (Travelers)	$400,671	$227,215	$93,511	$4,632	$0	$325,358	$11,591	$72	$0	$336,876	84.08%	06/17/20	2	82	0	84
07/01/2018 to 07/01/2019	H8102C410241IND	CCMSI (Travelers)	$475,265	$88,825	$56,563	$1,101	$0	$146,489	$92,988	$0	$0	$239,477	50.39%	06/17/20	3	50	0	53
07/01/2019 to 07/01/2020	H8102C410241IND	CCMSI (Travelers)	$514,492	$82,573	$24,689	$557	$0	$107,819	$29,737	$0	$0	$137,557	26.74%	06/17/20	9	36	0	45
TOTALS:			**$2,264,528**	**$661,033**	**$433,065**	**$200,134**	**$0**	**$1,294,232**	**$151,935**	**$13,008**	**$0**	**$1,433,160**	**63.29%**		**16**	**337**	**0**	**353**

COMMERCIAL GENERAL LIABILITY

POLICY TERM	POLICY #	CARRIER NAME	PREMIUM	IND / PD PAID	MED / BI PAID	EXPENSES PAID	EXP NOT INCLUDED IN TOTAL PAID	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERIES	DEDUCTIBLE	TOTAL INCURRED	LOSS RATIO	VALUATION DATE	# OF OPEN CLAIMS	# OF CLOSED CLAIMS	# OF OTHER CLAIMS	# OF CLAIMS
07/01/2015 to 07/01/2016	ZLP15N8022315PA	CCMSI (Travelers)	$1,159,577	$133,547	$220,228	$137,124	$0	$490,900	$0	$0	$0	$490,900	42.33%	06/17/20	0	128	0	128
07/01/2016 to 07/01/2017	ZLP15N8022316PA	CCMSI (Travelers)	$1,146,071	$446,436	$213,837	$63,443	$0	$723,717	$103,672	$2,255	$0	$825,133	72.00%	06/17/20	4	105	0	109
07/01/2017 to 07/01/2018	ZLP15N8022317PA	CCMSI (Travelers)	$1,174,118	$173,643	$169,199	$28,692	$0	$371,534	$87,088	$40	$0	$458,582	39.06%	06/17/20	8	86	0	94
07/01/2018 to 07/01/2019	ZLP15N8022318PA	CCMSI (Travelers)	$1,260,666	$462,478	$19,825	$13,823	$0	$496,126	$144,014	$0	$0	$640,139	50.78%	06/17/20	7	170	0	177
07/01/2019 to 07/01/2020	ZLP15N8022319PA	CCMSI (Travelers)	$1,294,137	$398,430	$3,103	$817	$0	$402,350	$223,792	$0	$0	$626,142	48.38%	06/17/20	19	88	0	107
TOTALS:			**$6,034,569**	**$1,614,536**	**$626,192**	**$243,898**	**$0**	**$2,484,626**	**$558,566**	**$2,295**	**$0**	**$3,040,897**	**50.39%**		**38**	**577**	**0**	**615**

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CITY OF SANTA FE - LOSS SUMMARY

COMMERCIAL PROPERTY

POLICY TERM	POLICY #	CARRIER NAME	PREMIUM	IND / PD PAID	MED / BI PAID	EXPENSES PAID	EXP NOT INCLUDED IN TOTAL PAID	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERIES	DEDUCTIBLE	TOTAL INCURRED	LOSS RATIO	VALUATION DATE	# OF OPEN CLAIMS	# OF CLOSED CLAIMS	# OF OTHER CLAIMS	# OF CLAIMS
07/01/2015 to 07/01/2016	H-630-2C41023A-IND-15	Travelers	$247,571	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%	01/27/20	0	1	0	1
07/01/2016 to 07/01/2017	H-630-2C41023A-IND-16	Travelers	$213,394	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%	01/27/20	0	0	0	0
07/01/2017 to 07/01/2018	H-630-2C41023A-IND-17	Travelers	$192,155	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%	01/27/20	0	0	0	0
07/01/2018 to 07/01/2019	H-630-2C41023A-IND-18	Travelers	$242,936	$86,878	$0	$0	$0	$86,878	$0	$0	$0	$86,878	35.76%	01/27/20	0	4	0	4
07/01/2019 to 07/01/2020	H-630-2C41023A-IND-19	Travelers	$264,158	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%	01/27/20	0	0	0	0
TOTALS:			**$1,160,214**	**$86,878**	**$0**	**$0**	**$0**	**$86,878**	**$0**	**$0**	**$0**	**$86,878**	**7.49%**		**0**	**5**	**0**	**5**

WORKERS' COMPENSATION

POLICY TERM	POLICY #	CARRIER NAME	PREMIUM	IND / PD PAID	MED / BI PAID	EXPENSES PAID	EXP NOT INCLUDED IN TOTAL PAID	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERIES	DEDUCTIBLE	TOTAL INCURRED	LOSS RATIO	VALUATION DATE	# OF OPEN CLAIMS	# OF CLOSED CLAIMS	# OF OTHER CLAIMS	# OF CLAIMS
07/01/2015 to 07/01/2016	SP4053474	CCMSI (Safety National Casualty Corporation)	$105,332	$212,683	$514,461	$110,731	$0	$837,875	$94,858	$9,646	$0	$923,087	876.36%	06/17/20	6	161	0	167
07/01/2016 to 07/01/2017	SP4055437	CCMSI (Safety National Casualty Corporation)	$116,053	$161,111	$440,851	$85,411	$0	$687,372	$251,064	$1,861	$0	$936,575	807.02%	06/17/20	5	144	0	149
07/01/2017 to 07/01/2018	SP4057357	CCMSI (Safety National Casualty Corporation)	$104,205	$68,291	$417,488	$48,782	$0	$534,561	$64,957	$5,272	$0	$594,247	570.27%	06/17/20	4	174	0	178
07/01/2018 to 07/01/2019	SP4059030	CCMSI (Safety National Casualty Corporation)	$240,344	$251,773	$949,173	$91,454	$0	$1,292,400	$365,548	$3,147	$0	$1,654,801	688.51%	06/17/20	54	282	0	336
07/01/2019 to 07/01/2020	SP4059030	CCMSI (Safety National Casualty Corporation)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	#DIV/0!	06/17/20	0	0	0	0
TOTALS:			**$565,934**	**$693,857**	**$2,321,974**	**$336,378**	**$0**	**$3,352,209**	**$776,428**	**$19,927**	**$0**	**$4,108,710**	**726.01%**		**69**	**761**	**0**	**830**

FOR ALL LINES OF COVER

POLICY TERM	CARRIER NAME	PREMIUM	IND / PD PAID	MED / BI PAID	EXPENSES PAID	EXP NOT INCLUDED IN TOTAL PAID	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERIES	DEDUCTIBLE	TOTAL INCURRED	LOSS RATIO	# OF OPEN CLAIMS	# OF CLOSED CLAIMS	# OF OTHER CLAIMS	# OF CLAIMS
07/01/2015 to 07/01/2016	Travelers / CCMSI (Safety National Casualty Corporation) / CCMSI (Travelers)	$1,930,792	$484,006	$923,011	$438,519	$0	$1,845,536	$108,956	$22,582	$0	$1,931,910	100.06%	7	385	0	392
07/01/2016 to 07/01/2017	Travelers / CCMSI (Travelers) / CCMSI (Safety National Casualty Corporation)	$1,931,306	$732,192	$724,669	$152,034	$0	$1,608,894	$358,257	$4,116	$0	$1,963,036	101.64%	10	323	0	333
07/01/2017 to 07/01/2018	Travelers / CCMSI (Safety National Casualty Corporation) / CCMSI (Travelers)	$1,871,149	$469,149	$680,198	$82,106	$0	$1,231,452	$163,637	$5,384	$0	$1,389,705	74.27%	14	342	0	356
07/01/2018 to 07/01/2019	Travelers / CCMSI (Travelers) / CCMSI (Safety National Casualty Corporation)	$2,219,211	$889,954	$1,025,562	$106,378	$0	$2,021,893	$602,549	$3,147	$0	$2,621,295	118.12%	64	506	0	570
07/01/2019 to 07/01/2020	Travelers / CCMSI (Travelers) / CCMSI (Safety National Casualty Corporation)	$2,072,787	$481,004	$27,792	$1,374	$0	$510,170	$253,529	$0	$0	$763,699	36.84%	28	124	0	152

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CITY OF SANTA FE - LOSS SUMMARY

TOTALS:	$10,025,245	$3,056,304	$3,381,231	$780,411	$0	$7,217,946	$1,486,929	$35,230	$0	$8,669,645	86.48%	123	1680	0	1803

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CITY OF SANTA FE - LARGE LOSS SUMMARY

SUMMARY OF CLAIMS OVER $25,000

POLICY TERM	LINE OF COVER	CLAIM / CASE #	LOSS DATE	CLAIMANT NAME	ACCIDENT DESCRIPTION / NARRATIVE	CLAIM STATUS	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERY	TOTAL DEDUCTIBLE	TOTAL INCURRED
COMMERCIAL AUTOMOBILE											
07/01/2015 to 07/01/2016	COMMERCIAL AUTOMOBILE	16H06G596364	02/15/2016	FOSTER, PERRY	VEHICLE ACCIDENT	CLOSED	$44,215.49	$0.00	$0.00	$0.00	$44,215.49
	COMMERCIAL AUTOMOBILE	15H06F311233	10/03/2015	GARCIA, RAYMOND	VEHICLE ACCIDENT-TURNING MOVEMENT	CLOSED	$42,915.66	$0.00	$0.00	$0.00	$42,915.66
	COMMERCIAL AUTOMOBILE	16H06G745910	04/07/2016	JACKSON, ARLENA	STRUCK BY PURSUED VEHICLE	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL AUTOMOBILE	15H06F385829	09/23/2015	LEON-GALDAMEZ, DAVID	VEHICLE ACCIDENT	CLOSED	$28,686.58	$0.00	$0.00	$0.00	$28,686.58
	COMMERCIAL AUTOMOBILE	16H06G743763	05/12/2016	LOMAGLIO, JEFFREY	REAR-END VEHICLE ACCIDENT	CLOSED	$29,521.56	$0.00	$0.00	$0.00	$29,521.56
	COMMERCIAL AUTOMOBILE	15H06G562277	12/02/2015	MANCIA, ODRA	VEHICLE ACCIDENT-TURNING MOVEMENT	OPEN	$14,415.09	$14,097.21	$0.00	$0.00	$28,512.30
	COMMERCIAL AUTOMOBILE	15H06G235879	08/01/2015	MOYANO, SERGIO	FELL ONBOARD BUS	CLOSED	$28,045.85	$0.00	$0.00	$0.00	$28,045.85
	COMMERCIAL AUTOMOBILE	16H06G776809	06/02/2016	SLADE, THOMAS	INJURED IN TRANSPORTATION VAN	CLOSED	$48,817.64	$0.00	$0.00	$0.00	$48,817.64
	COMMERCIAL AUTOMOBILE	15H06G338873	11/10/2015	WHEELER, ROBERT	PARKING LOT --AUTO VS. PEDESTRIAN	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
Total for the Term 07/01/2015 to 07/01/2016							**$336,617.87**	**$14,097.21**	**$0.00**	**$0.00**	**$350,715.08**
07/01/2016 to 07/01/2017	COMMERCIAL AUTOMOBILE	16H06F426832	07/01/2016	ANDRAUD, NORMA	VEHICLE ACCIDENT.	CLOSED	$27,012.30	$0.00	$0.00	$0.00	$27,012.30
Total for the Term 07/01/2016 to 07/01/2017							**$27,012.30**	**$0.00**	**$0.00**	**$0.00**	**$27,012.30**
07/01/2017 to 07/01/2018	COMMERCIAL AUTOMOBILE	18H06F639549	06/14/2018	HERRERA, PATSY	VEHICLE ACCIDENT	CLOSED	$42,012.30	$0.00	$0.00	$0.00	$42,012.30
	COMMERCIAL AUTOMOBILE	17H06F295471	08/30/2017	SONIC DRIVE IN	DAMAGED UTILITIES.	CLOSED	$46,228.34	$0.00	$0.00	$0.00	$46,228.34
Total for the Term 07/01/2017 to 07/01/2018							**$88,240.64**	**$0.00**	**$0.00**	**$0.00**	**$88,240.64**
07/01/2018 to 07/01/2019	COMMERCIAL AUTOMOBILE	18H06F776208	09/26/2018	ARMIJO, THERESA	VEHICLE ACCIDENT	OPEN	$12.30	$49,987.70	$0.00	$0.00	$50,000.00
	COMMERCIAL AUTOMOBILE	18H06F765147	09/12/2018	DIESTLER, CHRIS	FIRE TRUCK FAILED TO YIELD TO VEHICLE	OPEN	$12.30	$40,000.00	$0.00	$0.00	$40,012.30
	COMMERCIAL AUTOMOBILE	19H06F892415	01/11/2019	FAMMARTINO, JOSEPH	PEDESTRIAN STRUCK BY SNOW PLOW	CLOSED	$49,975.40	$0.00	$0.00	$0.00	$49,975.40
Total for the Term 07/01/2018 to 07/01/2019							**$50,000.00**	**$89,987.70**	**$0.00**	**$0.00**	**$139,987.70**

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CITY OF SANTA FE - LARGE LOSS SUMMARY

SUMMARY OF CLAIMS OVER $25,000

07/01/2019 to 07/01/2020	NO CLAIMS OVER $25,000				
Total for the Term 07/01/2019 to 07/01/2020	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total for All the Years	**$501,870.81**	**$104,084.91**	**$0.00**	**$0.00**	**$605,955.72**

POLICY TERM	LINE OF COVER	CLAIM / CASE #	LOSS DATE	CLAIMANT NAME	ACCIDENT DESCRIPTION / NARRATIVE	CLAIM STATUS	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERY	TOTAL DEDUCTIBLE	TOTAL INCURRED
COMMERCIAL GENERAL LIABILITY											
07/01/2015 to 07/01/2016	COMMERCIAL GENERAL LIABILITY	16H06G555438	02/09/2016	DOUGHTY, ALYIAH	STEPPED ON METER / MAIN LID	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	15H06F491398	12/12/2015	ROMERO, NICOLAS	CONTACT WITH MINOR.	CLOSED	$40,587.62	$0.00	$0.00	$0.00	$40,587.62
	COMMERCIAL GENERAL LIABILITY	15H06G248386	08/21/2015	RYAN, LOA	TRIPPED AND FELL	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	15H06G386732	11/18/2015	SANCHEZ, LORRAINE	TRIPPED AND FELL ON SIDEWALK	CLOSED	$38,353.51	$0.00	$0.00	$0.00	$38,353.51
	COMMERCIAL GENERAL LIABILITY	16H06G578358	02/14/2016	SLOANE, MICHAEL	SLIPPED ON ICE	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	15H06G551979	12/16/2015	STARFIRE, VICKI	SLIPPED AND FELL-ICY PARKING LOT	CLOSED	$25,000.00	$0.00	$0.00	$0.00	$25,000.00
	COMMERCIAL GENERAL LIABILITY	15H06G285504	09/23/2015	VIGIL, KIMBERLY	STEPPED ON LOOSE MANHOLE COVER	CLOSED	$40,024.60	$0.00	$0.00	$0.00	$40,024.60
Total for the Term 07/01/2015 to 07/01/2016							**$293,965.73**	**$0.00**	**$0.00**	**$0.00**	**$293,965.73**

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CITY OF SANTA FE - LARGE LOSS SUMMARY

SUMMARY OF CLAIMS OVER $25,000

07/01/2016 to 07/01/2017	COMMERCIAL GENERAL LIABILITY	17H06F005744	01/19/2017	GUILLAUME, SUSAN	SEWAGE BACKUP	CLOSED	$36,786.45	$0.00	$0.00	$0.00	$36,786.45
	COMMERCIAL GENERAL LIABILITY	16H06G862084	08/07/2016	HICKS, ESTATE OF JERRY	VEHICLE ACCIDENT	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	17H06F032336	02/17/2017	JONES, DIANNA	SEWAGE BACK UP	CLOSED	$44,954.95	$0.00	$2,254.95	$0.00	$42,700.00
	COMMERCIAL GENERAL LIABILITY	17H06F342252	06/25/2017	LANE, DONNA	FELL ON SIDEWALK	OPEN	$4,907.45	$45,092.55	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	17H06F138567	05/18/2017	MARTINEZ, LUCINDA	TRIPPED AND FELL	OPEN	$61.50	$49,950.80	$0.00	$0.00	$50,012.30
	COMMERCIAL GENERAL LIABILITY	17H06F034137	01/07/2017	NIEMEYER, ULRICH	STEPPED INTO SNOW COVERED HOLE	CLOSED	$155,092.19	$0.00	$0.00	$0.00	$155,092.19
	COMMERCIAL GENERAL LIABILITY	17H06G991938	01/11/2017	PORTERFIELD, RONALD AND FRANCES	SEWAGE BACK UP	CLOSED	$37,101.68	$0.00	$0.00	$0.00	$37,101.68
	COMMERCIAL GENERAL LIABILITY	17H06F054326	03/06/2017	SANBORN, MARY	WATER MAIN BREAK	CLOSED	$31,997.51	$0.00	$0.00	$0.00	$31,997.51
	COMMERCIAL GENERAL LIABILITY	17H06F570808	02/22/2017	SAWYER, FREDERICK	BICYCLIST'S TIRE GOT STUCK IN RR TRACK AND HE FELL	OPEN	$42,503.45	$7,496.05	$0.00	$0.00	$49,999.50
	COMMERCIAL GENERAL LIABILITY	17H06G992994	01/17/2017	SHUTZE, CHARLES	SEWAGE BACK UP	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	16H06F014248	12/27/2016	STATE EMPLOYEES CREDIT UNION	SEWAGE BACK UP	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	16H06G860303	08/27/2016	WESTERN SCENE MOTEL	SEWAGE BACK UP	CLOSED	$49,774.48	$0.00	$0.00	$0.00	$49,774.48
	COMMERCIAL GENERAL LIABILITY	16H06G857376	09/13/2016	YORKE, FRANCESCA	SEWAGE BACK UP	CLOSED	$49,906.83	$0.00	$0.00	$0.00	$49,906.83
Total for the Term 07/01/2016 to 07/01/2017							**$603,086.49**	**$102,539.40**	**$2,254.95**	**$0.00**	**$703,370.94**
07/01/2017 to 07/01/2018	COMMERCIAL GENERAL LIABILITY	17H06F299256	08/19/2017	ALLISON, DEBORA	TRIP AND FALL	OPEN	$44,669.06	$5,330.94	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	18H06F620212	05/17/2018	BREWER, SUZETTE	BIKE ACCIDENT	OPEN	$47,317.55	$2,682.45	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	17H06F434551	10/14/2017	CAMP, TONI	DEFECTIVE SIDEWALK, WHEELCHAIR TIPPED	OPEN	$5,136.91	$24,875.39	$0.00	$0.00	$30,012.30
	COMMERCIAL GENERAL LIABILITY	17H06F447201	11/19/2017	GATES, MELISSA	TRIP AND FALL	CLOSED	$50,040.05	$0.00	$40.05	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	17H06F272844	08/12/2017	KHEIR-ELDIN, ADEL	SEWAGE BACKUP	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	17H06F495355	10/11/2017	TAPIA, ESPERANZA	SEWAGE BACK UP	OPEN	$1,685.50	$38,326.80	$0.00	$0.00	$40,012.30

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Total for the Term 07/01/2017 to 07/01/2018							**$198,849.07**	**$71,215.58**	**$40.05**	**$0.00**	**$270,024.60**
07/01/2018 to 07/01/2019	COMMERCIAL GENERAL LIABILITY	18H06F827934	10/19/2018	BROOKS, JOSEPH & GWYNNE	SEWAGE BACK UP	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	18H06F761725	07/23/2018	KAPIN, PIPER	FLOODED PROPERTY	CLOSED	$26,779.81	$0.00	$0.00	$0.00	$26,779.81
	COMMERCIAL GENERAL LIABILITY	18H06F771676	10/16/2018	LA REMUDA HOA	SWM UNIT HIT BUILDING	CLOSED	$28,393.92	$0.00	$0.00	$0.00	$28,393.92
	COMMERCIAL GENERAL LIABILITY	19H06F984662	05/21/2019	MCNAY, MARK	SEWAGE BACKUP	CLOSED	$45,658.95	$0.00	$0.00	$0.00	$45,658.95
	COMMERCIAL GENERAL LIABILITY	19H06F940833	04/01/2019	MONROE, STEPHEN	CITY WATER MAIN RUPTURE	CLOSED	$35,559.90	$0.00	$0.00	$0.00	$35,559.90
	COMMERCIAL GENERAL LIABILITY	19H06F923275	01/05/2019	ORBACH, SHARON	SLIPPED AND FELL ON ICE	OPEN	$12.30	$49,987.70	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	19H06F936259	02/14/2019	OXFORD, TERRELL	SEWAGE BACKUP	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	18H06F678605	07/08/2018	PORTERFIELD, FRANCES	SEWAGE BACKUP	CLOSED	$50,000.00	$0.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	19H06F946999	04/01/2019	WILLIAMS, TOBIN	ELECTROCUTED WHILE WORKING	OPEN	$0.00	$49,999.50	$0.00	$0.00	$49,999.50
Total for the Term 07/01/2018 to 07/01/2019							**$286,404.88**	**$99,987.20**	**$0.00**	**$0.00**	**$386,392.08**
07/01/2019 to 07/01/2020	COMMERCIAL GENERAL LIABILITY	20H06J290234	05/20/2020	810 CALLE MEJIA OFFICE CONDOMINIUM	SEWAGE BACK UP	OPEN	$0.00	$25,000.00	$0.00	$0.00	$25,000.00
	COMMERCIAL GENERAL LIABILITY	20H06J248990	01/29/2020	BERKLEY, ROSAIRA	SIDEWALK TRIP AND FALL	OPEN	$12.30	$25,000.00	$0.00	$0.00	$25,012.30
	COMMERCIAL GENERAL LIABILITY	19H06J101707	10/06/2019	DEVENDORF, FRITZ	SEWAGE BACK UP	CLOSED	$100,000.00	$0.00	$0.00	$0.00	$100,000.00
	COMMERCIAL GENERAL LIABILITY	19H06J124436	10/10/2019	MORROW, SUZANNE	SEWAGE BACK UP IN RESIDENCE	CLOSED	$35,423.98	$0.00	$0.00	$0.00	$35,423.98
	COMMERCIAL GENERAL LIABILITY	19H06J166471	10/25/2019	NOLAN, MELANIE	STEPPED ON METER LID	OPEN	$12.30	$40,000.00	$0.00	$0.00	$40,012.30
	COMMERCIAL GENERAL LIABILITY	20H06J296720	05/06/2020	PROBST, GARY	BICYCLE ACCIDENT	OPEN	$12.30	$40,000.00	$0.00	$0.00	$40,012.30
	COMMERCIAL GENERAL LIABILITY	20H06J202272	01/24/2020	RIEHLE, WOLF	SEWER BACKUP DUE TO TREE ROOTS	CLOSED	$99,942.91	$0.00	$0.00	$0.00	$99,942.91
	COMMERCIAL GENERAL LIABILITY	20H06J291753	05/26/2020	SCG HOLDINGS LLC	SEWAGE BACK UP	OPEN	$0.00	$50,000.00	$0.00	$0.00	$50,000.00
	COMMERCIAL GENERAL LIABILITY	19H06J149060	12/02/2019	SMITH, MICHAEL	DAMAGED FENCE FROM PILED DIRT	CLOSED	$36,582.47	$0.00	$0.00	$0.00	$36,582.47
	COMMERCIAL GENERAL LIABILITY	19H06J052504	08/08/2019	TRUJILLO, CHRISTOPHER	LOOSE MANHOLE COVER STRUCK BY VEHICLE.	CLOSED	$86,088.90	$0.00	$0.00	$0.00	$86,088.90
Total for the Term 07/01/2019 to 07/01/2020							**$358,075.16**	**$180,000.00**	**$0.00**	**$0.00**	**$538,075.16**
Total for All the Years							**$1,740,381.33**	**$453,742.18**	**$2,295.00**	**$0.00**	**$2,191,828.51**

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CITY OF SANTA FE - LARGE LOSS SUMMARY

SUMMARY OF CLAIMS OVER $25,000

POLICY TERM	LINE OF COVER	CLAIM / CASE #	LOSS DATE	CLAIMANT NAME	ACCIDENT DESCRIPTION / NARRATIVE	CLAIM STATUS	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERY	TOTAL DEDUCTIBLE	TOTAL INCURRED
COMMERCIAL PROPERTY											
07/01/2015 to 07/01/2016	NO CLAIMS OVER $25,000										
Total for the Term 07/01/2015 to 07/01/2016							**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
07/01/2016 to 07/01/2017	NO CLAIMS OVER $25,000										
Total for the Term 07/01/2016 to 07/01/2017							**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
07/01/2017 to 07/01/2018	NO CLAIMS OVER $25,000										
Total for the Term 07/01/2017 to 07/01/2018							**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
07/01/2018 to 07/01/2019	COMMERCIAL PROPERTY	DMF5968	01/02/2019	/CITY OF SANTA FE	COMPANION CLAIM TO FEQ6591 - LOC 399 DRISCOLL FITNESS CENTER	CLOSED	$47,622.61	$0.00	$0.00	$0.00	$47,622.61
	COMMERCIAL PROPERTY	FEQ6591	01/02/2019	/CITY OF SANTA FE	WATER DAMAGE IN CITY FACILITIES DUE TO FROZEN PIPES	CLOSED	$39,255.61	$0.00	$0.00	$0.00	$39,255.61
Total for the Term 07/01/2018 to 07/01/2019							**$86,878.22**	**$0.00**	**$0.00**	**$0.00**	**$86,878.22**
07/01/2019 to 07/01/2020	NO CLAIMS OVER $25,000										
Total for the Term 07/01/2019 to 07/01/2020							**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total for All the Years							**$86,878.22**	**$0.00**	**$0.00**	**$0.00**	**$86,878.22**

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CITY OF SANTA FE - LARGE LOSS SUMMARY

SUMMARY OF CLAIMS OVER $25,000

POLICY TERM	LINE OF COVER	CLAIM / CASE #	LOSS DATE	CLAIMANT NAME	ACCIDENT DESCRIPTION / NARRATIVE	CLAIM STATUS	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERY	TOTAL DEDUCTIBLE	TOTAL INCURRED
WORKERS' COMPENSATION											
07/01/2015 to 07/01/2016	WORKERS' COMPENSATION	15H06G551193	11/20/2015	ARCHULETA, JOHNNY	HURT SHOULDER LOADING BATTERIES	CLOSED	$33,375.69	$0.00	$0.00	$0.00	$33,375.69
	WORKERS' COMPENSATION	16H06G768186	05/24/2016	CAREY, TIMOTHY	STRAINED ARM OPENING VALVE	CLOSED	$39,942.35	$0.00	$0.00	$0.00	$39,942.35
	WORKERS' COMPENSATION	16H06G557942	02/06/2016	DUPREE, BENI-LEIGH	STRAINED HERSELF CLOSING VALVE	OPEN	$159,079.68	$67,676.41	$0.00	$0.00	$226,756.09
	WORKERS' COMPENSATION	15H06G213499	08/05/2015	HALL, JOHN	VEHICLE ACCIDENT	OPEN	$21,306.11	$5,567.88	$0.00	$0.00	$26,873.99
	WORKERS' COMPENSATION	16H06G698536	03/24/2016	HURTADO, JEFFREY	STRAINED NECK AND SHOULDER	OPEN	$33,095.67	$4,487.03	$6,157.50	$0.00	$31,425.20
	WORKERS' COMPENSATION	15H06G244688	09/14/2015	LUCERO, JOSEPH	PICKING UP RECYCLE BINS	CLOSED	$26,586.68	$0.00	$0.00	$0.00	$26,586.68
	WORKERS' COMPENSATION	16H06G697274	03/23/2016	LUJAN, JOHN	STRAINED SHOULDER WHILE SHOVELING	OPEN	$24,892.07	$8,813.50	$0.00	$0.00	$33,705.57
	WORKERS' COMPENSATION	16H06G727098	04/26/2016	MARTINEZ, PETER	SLIPPED AND FELL	CLOSED	$66,402.67	$0.00	$0.00	$0.00	$66,402.67
	WORKERS' COMPENSATION	16H06G792429	06/24/2016	MOONEY, CHRISTOPHER	CONDUCTING SWAT TRAINING	CLOSED	$58,924.63	$0.00	$0.00	$0.00	$58,924.63
	WORKERS' COMPENSATION	16H06G534158	01/12/2016	ORTEGA, STEVE	SLIPPED AND FELL	OPEN	$74,409.53	$4,817.64	$0.00	$0.00	$79,227.17
	WORKERS' COMPENSATION	15H06G395681	12/28/2015	QUINTANA, RICHARD	SLIPPED ON ICE	CLOSED	$31,462.81	$0.00	$0.00	$0.00	$31,462.81
Total for the Term 07/01/2015 to 07/01/2016							**$569,477.89**	**$91,362.46**	**$6,157.50**	**$0.00**	**$654,682.85**
07/01/2016 to 07/01/2017	WORKERS' COMPENSATION	16H06G978544	12/27/2016	BLATTENBERGER, JEFFERY	STRAINED KNEE PLAYING BASKETBALL	CLOSED	$41,365.06	$0.00	$0.00	$0.00	$41,365.06
	WORKERS' COMPENSATION	16H06G845449	08/24/2016	LAMB, JAMES	BROKE HAND DURING ARREST	OPEN	$56,366.45	$8,324.40	$0.00	$0.00	$64,690.85
	WORKERS' COMPENSATION	17H06F075113	04/18/2017	LEVASSEUR, MARK	BACK PAIN	OPEN	$235,009.37	$209,311.64	$0.00	$0.00	$444,321.01
	WORKERS' COMPENSATION	17H06G987724	01/06/2017	LOPEZ, RANDY	STRAINED BACK	OPEN	$18,948.77	$18,946.23	$0.00	$0.00	$37,895.00
	WORKERS' COMPENSATION	16H06G832374	08/08/2016	MARTINEZ, GARY	SLIPPED ON LOOSE DIRT - R KNEE	OPEN	$40,708.58	$1,670.57	$0.00	$0.00	$42,379.15
	WORKERS' COMPENSATION	17H06F134031	05/23/2017	WEBB, DAVID	PLAYING BASKETBALL	CLOSED	$32,520.69	$0.00	$0.00	$0.00	$32,520.69
Total for the Term 07/01/2016 to 07/01/2017							**$424,918.92**	**$238,252.84**	**$0.00**	**$0.00**	**$663,171.76**

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07/01/2017 to 07/01/2018	WORKERS' COMPENSATION	17H06F488119	12/25/2017	BACA, PAT	STRAINED LEFT ARM	CLOSED	$31,273.48	$0.00	$0.00	$0.00	$31,273.48
	WORKERS' COMPENSATION	17H06F272131	07/21/2017	DENKO, MARK	STRAINED KNEE GETTING OUT OF UNIT	CLOSED	$41,126.63	$0.00	$0.00	$0.00	$41,126.63
	WORKERS' COMPENSATION	17H06F500480	12/04/2017	GRIEGO CARDIEL, DEBBIE	STRAINED ARM	OPEN	$19,127.54	$7,812.46	$0.00	$0.00	$26,940.00
	WORKERS' COMPENSATION	18H06F516484	01/20/2018	HURTADO, JEFFREY	VEHICLE ACCIDENT	OPEN	$32,079.74	$48,011.26	$0.00	$0.00	$80,091.00
	WORKERS' COMPENSATION	17H06F269897	07/27/2017	RIVERA, MATHEW	R SHOULDER/ARM INJURY	CLOSED	$32,533.90	$0.00	$0.00	$0.00	$32,533.90
	WORKERS' COMPENSATION	18H06F500616	01/09/2018	ROMERO, SHARON	STRUCK MALE ON BIKE	CLOSED	$32,688.75	$0.00	$0.00	$0.00	$32,688.75
	WORKERS' COMPENSATION	18H06F563144	03/14/2018	SANDOVAL, BENJAMIN	STRAINED ARM-R SHOULDER	OPEN	$39,965.78	$3,445.46	$0.00	$0.00	$43,411.24
	WORKERS' COMPENSATION	18H06F571401	04/05/2018	SCHIAVO, NICK	TRIPPED AND FELL ON STAIRS	CLOSED	$25,631.80	$0.00	$0.00	$0.00	$25,631.80
	WORKERS' COMPENSATION	17H06F331474	10/06/2017	STRAMEL, YVETTE	STRAINED SHOULDER	OPEN	$24,647.82	$5,688.03	$0.00	$0.00	$30,335.85
Total for the Term 07/01/2017 to 07/01/2018							**$279,075.44**	**$64,957.21**	**$0.00**	**$0.00**	**$344,032.65**

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07/01/2018 to 07/01/2019	WORKERS' COMPENSATION	18H06F787042	10/22/2018	ARAGON, JULIUS	STRAINED ELBOW	OPEN	$28,517.80	$17,662.66	$0.00	$0.00	$46,180.46
	WORKERS' COMPENSATION	19H06J002326	06/18/2019	BACA, GILBERT	FELL GETTING OFF BACKHOE	OPEN	$45,329.69	$15,245.30	$0.00	$0.00	$60,574.99
	WORKERS' COMPENSATION	19H06F841087	01/05/2019	CASIAS, CARLOS	STRAINED SHOULDER	OPEN	$44,970.04	$15,588.94	$0.00	$0.00	$60,558.98
	WORKERS' COMPENSATION	20H06J253039	03/08/2020	CASIAS, CARLOS	WHILE WALKING WITH THE OVERHEAD CRANE CONROLLER IN	OPEN	$6,812.33	$32,686.15	$0.00	$0.00	$39,498.48
	WORKERS' COMPENSATION	19H06J011479	07/12/2019	CASTILLO, BRANDON	JUMPS FORWARD DURING PHYSICAL FITNESS AND FELT POP	OPEN	$38,920.61	$15,373.50	$0.00	$0.00	$54,294.11
	WORKERS' COMPENSATION	19H06F901665	02/23/2019	CHAVEZ, HUGO	SLIPPED AND FELL ON ICE	OPEN	$54,854.64	$14,367.59	$0.00	$0.00	$69,222.23
	WORKERS' COMPENSATION	19H06F982286	05/31/2019	CORDOVA, JONATHAN	STRAINED SHOULDER LIFTING TV	OPEN	$50,880.68	$13,495.10	$0.00	$0.00	$64,375.78
	WORKERS' COMPENSATION	19H06F996211	06/13/2019	GUTIERREZ, DANIEL	STRAINED BACK LIFTING FAN	OPEN	$14,732.49	$10,703.01	$0.00	$0.00	$25,435.50
	WORKERS' COMPENSATION	19H06F844329	01/03/2019	HERRERA, JASON	STRAINED ARM	OPEN	$38,892.80	$8,569.26	$0.00	$0.00	$47,462.06
	WORKERS' COMPENSATION	18H06F700864	07/30/2018	JONES, ROLLIN	STRAINED BACK	OPEN	$14,756.42	$24,456.88	$0.00	$0.00	$39,213.30
	WORKERS' COMPENSATION	19H06J146172	11/18/2019	LUCERO, CHRIS	STRUCK FROM BEHIND	OPEN	$13,497.76	$42,208.38	$0.00	$0.00	$55,706.14
	WORKERS' COMPENSATION	18H06F760462	10/02/2018	MARTINEZ, JESSICA	TRIPPED AND FELL DOWN STAIRS	OPEN	$63,160.21	$13,805.97	$0.00	$0.00	$76,966.18
	WORKERS' COMPENSATION	18H06F782770	10/29/2018	MARTINEZ, PETER	STRAINED LEFT SHOULDER	CLOSED	$69,900.34	$0.00	$0.00	$0.00	$69,900.34
	WORKERS' COMPENSATION	18H06F827795	12/13/2018	MOORE, WILLIAM	FALL INTO TRENCH COVERED BY SNOW	OPEN	$92,940.00	$12,820.25	$0.00	$0.00	$105,760.25
	WORKERS' COMPENSATION	19H06F958287	04/30/2019	PARRISH, JACOB	STRAINED KNEE	OPEN	$9,843.29	$19,064.21	$0.00	$0.00	$28,907.50
	WORKERS' COMPENSATION	19H06F940220	04/09/2019	PAYNE, DARREK	STEPPED ON RAKE, TWISTING KNEE	OPEN	$42,217.33	$5,526.72	$0.00	$0.00	$47,744.05
	WORKERS' COMPENSATION	19H06F884463	01/08/2019	ROYBAL, ELIZABETH	SLIPPED AND FELL	OPEN	$41,390.07	$19,606.07	$0.00	$0.00	$60,996.14
	WORKERS' COMPENSATION	19H06F973560	05/15/2019	ROYBAL, PAUL	STRAINED KNEE JUMPING ON TRAILER	OPEN	$23,360.28	$6,088.62	$0.00	$0.00	$29,448.90
	WORKERS' COMPENSATION	19H06F932097	04/01/2019	WILLIAMS, TOBIN	ELECTROCUTED WHILE STRIPPING WIRE	CLOSED	$64,594.16	$0.00	$0.00	$0.00	$64,594.16
Total for the Term 07/01/2018 to 07/01/2019							**$759,570.94**	**$287,268.61**	**$0.00**	**$0.00**	**$1,046,839.55**
07/01/2019 to 07/01/2020	NO CLAIMS OVER $25,000										
Total for the Term 07/01/2019 to 07/01/2020							**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total for All the Years							**$2,033,043.19**	**$681,841.12**	**$6,157.50**	**$0.00**	**$2,708,726.81**

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LOSS STRATIFICATION - COMMERCIAL AUTOMOBILE

Losses Upto $10,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$135,046	$0	$12,936	$0	$122,111	0	85	0	85
07/01/2016 to 07/01/2017	$120,701	$3,522	$0	$0	$124,223	1	69	0	70
07/01/2017 to 07/01/2018	$167,276	$5,000	$72	$0	$172,204	1	75	0	76
07/01/2018 to 07/01/2019	$96,489	$3,000	$0	$0	$99,489	1	49	0	50
07/01/2019 to 07/01/2020	$78,789	$26,237	$0	$0	$105,027	8	35	0	43

Losses $10,001 - $25,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$45,097	$0	$0	$0	$45,097	0	2	0	2
07/01/2016 to 07/01/2017	$50,092	$0	$0	$0	$50,092	0	4	0	4
07/01/2017 to 07/01/2018	$69,840	$6,591	$0	$0	$76,432	1	5	0	6
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$29,030	$3,500	$0	$0	$32,530	1	1	0	2

Losses $25,001 - $50,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$336,618	$14,097	$0	$0	$350,715	1	8	0	9
07/01/2016 to 07/01/2017	$27,012	$0	$0	$0	$27,012	0	1	0	1
07/01/2017 to 07/01/2018	$88,241	$0	$0	$0	$88,241	0	2	0	2
07/01/2018 to 07/01/2019	$50,000	$89,988	$0	$0	$139,988	2	1	0	3
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $50,001 - $100,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $100,001 - $150,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $150,001 - $200,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $200,001 - $250,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $250,001 - $500,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses In Excess of $500,001

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Total Losses

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$516,761	$14,097	$12,936	$0	$517,922	1	95	0	96
07/01/2016 to 07/01/2017	$197,805	$3,522	$0	$0	$201,327	1	74	0	75
07/01/2017 to 07/01/2018	$325,358	$11,591	$72	$0	$336,876	2	82	0	84
07/01/2018 to 07/01/2019	$146,489	$92,988	$0	$0	$239,477	3	50	0	53
07/01/2019 to 07/01/2020	$107,819	$29,737	$0	$0	$137,557	9	36	0	45

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LOSS STRATIFICATION - COMMERCIAL GENERAL LIABILITY

Losses Upto $10,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$111,178	$0	$0	$0	$111,178	0	116	0	116
07/01/2016 to 07/01/2017	$89,414	$1,132	$0	$0	$90,546	1	93	0	94
07/01/2017 to 07/01/2018	$61,866	$4	$0	$0	$61,870	3	78	0	81
07/01/2018 to 07/01/2019	$144,514	$20,014	$0	$0	$164,528	4	159	0	163
07/01/2019 to 07/01/2020	$44,275	$27,948	$0	$0	$72,223	13	83	0	96

Losses $10,001 - $25,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$110,756	$0	$0	$0	$110,756	0	6	0	6
07/01/2016 to 07/01/2017	$31,216	$0	$0	$0	$31,216	0	2	0	2
07/01/2017 to 07/01/2018	$110,819	$15,869	$0	$0	$126,688	1	6	0	7
07/01/2018 to 07/01/2019	$65,207	$24,012	$0	$0	$89,219	1	4	0	5
07/01/2019 to 07/01/2020	$0	$40,844	$0	$0	$40,844	2	0	0	2

Losses $25,001 - $50,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$268,966	$0	$0	$0	$268,966	0	6	0	6
07/01/2016 to 07/01/2017	$447,933	$52,589	$2,255	$0	$498,266	2	9	0	11
07/01/2017 to 07/01/2018	$198,849	$71,216	$40	$0	$270,025	4	2	0	6
07/01/2018 to 07/01/2019	$286,405	$99,987	$0	$0	$386,392	2	7	0	9
07/01/2019 to 07/01/2020	$72,043	$155,000	$0	$0	$227,043	4	2	0	6

Losses $50,001 - $100,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$62	$49,951	$0	$0	$50,012	1	0	0	1
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$286,032	$0	$0	$0	$286,032	0	3	0	3

Losses $100,001 - $150,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $150,001 - $200,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$155,092	$0	$0	$0	$155,092	0	1	0	1
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $200,001 - $250,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $250,001 - $500,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses In Excess of $500,001

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Total Losses

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$490,900	$0	$0	$0	$490,900	0	128	0	128
07/01/2016 to 07/01/2017	$723,717	$103,672	$2,255	$0	$825,133	4	105	0	109
07/01/2017 to 07/01/2018	$371,534	$87,088	$40	$0	$458,582	8	86	0	94
07/01/2018 to 07/01/2019	$496,126	$144,014	$0	$0	$640,139	7	170	0	177
07/01/2019 to 07/01/2020	$402,350	$223,792	$0	$0	$626,142	19	88	0	107

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LOSS STRATIFICATION - COMMERCIAL PROPERTY

Losses Upto $10,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	1	0	1
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	2	0	2
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $10,001 - $25,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $25,001 - $50,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$86,878	$0	$0	$0	$86,878	0	2	0	2
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $50,001 - $100,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $100,001 - $150,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $150,001 - $200,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $200,001 - $250,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $250,001 - $500,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses In Excess of $500,001

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Total Losses

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	1	0	1
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$86,878	$0	$0	$0	$86,878	0	4	0	4
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

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LOSS STRATIFICATION - WORKERS' COMPENSATION

Losses Upto $10,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
on 07/01/2015 to 07/01/2016	$166,552	$3,496	$167	$0	$169,881	1	150	0	151
on 07/01/2016 to 07/01/2017	$159,754	$0	$1,861	$0	$157,893	0	136	0	136
on 07/01/2017 to 07/01/2018	$180,516	$0	$5,272	$0	$175,244	0	165	0	165
on 07/01/2018 to 07/01/2019	$416,201	$57,390	$3,147	$0	$470,444	32	277	0	309
on 07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $10,001 - $25,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
on 07/01/2015 to 07/01/2016	$101,846	$0	$3,322	$0	$98,524	0	5	0	5
on 07/01/2016 to 07/01/2017	$102,699	$12,811	$0	$0	$115,511	1	6	0	7
on 07/01/2017 to 07/01/2018	$74,970	$0	$0	$0	$74,970	0	4	0	4
on 07/01/2018 to 07/01/2019	$116,628	$20,890	$0	$0	$137,518	5	3	0	8
on 07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $25,001 - $50,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
on 07/01/2015 to 07/01/2016	$210,661	$18,868	$6,158	$0	$223,372	3	4	0	7
on 07/01/2016 to 07/01/2017	$133,543	$20,617	$0	$0	$154,160	2	2	0	4
on 07/01/2017 to 07/01/2018	$246,996	$16,946	$0	$0	$263,942	3	5	0	8
on 07/01/2018 to 07/01/2019	$179,133	$124,758	$0	$0	$303,890	8	0	0	8
on 07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $50,001 - $100,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
on 07/01/2015 to 07/01/2016	$199,737	$4,818	$0	$0	$204,554	1	2	0	3
on 07/01/2016 to 07/01/2017	$56,366	$8,324	$0	$0	$64,691	1	0	0	1
on 07/01/2017 to 07/01/2018	$32,080	$48,011	$0	$0	$80,091	1	0	0	1
on 07/01/2018 to 07/01/2019	$487,498	$149,691	$0	$0	$637,189	8	2	0	10
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $100,001 - $150,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	
$92,940	$12,820	$0	$0	$105,760	1	0	0	1	
$0	$0	$0	$0	$0	0	0	0	0	

Losses $150,001 - $200,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	

Losses $200,001 - $250,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
on 07/01/2015 to 07/01/2016	$159,080	$67,676	$0	$0	$226,756	1	0	0	1
on 07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
on 07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
on 07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
on 07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

Losses $250,001 - $500,000

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
$0	$0	$0	$0	$0	0	0	0	0	
$235,009	$209,312	$0	$0	$444,321	1	0	0	1	
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	

Losses In Excess of $500,001

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	
$0	$0	$0	$0	$0	0	0	0	0	

Total Losses

POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
on 07/01/2015 to 07/01/2016	$837,875	$94,858	$9,646	$0	$923,087	6	161	0	167
on 07/01/2016 to 07/01/2017	$687,372	$251,064	$1,861	$0	$936,575	5	144	0	149
on 07/01/2017 to 07/01/2018	$534,561	$64,957	$5,272	$0	$594,247	4	174	0	178
on 07/01/2018 to 07/01/2019	$1,292,400	$365,548	$3,147	$0	$1,654,801	54	282	0	336
on 07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

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LOSS STRATIFICATION - FOR ALL LINES OF COVER

	Losses Upto $10,000								
POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$412,776	$3,496	$13,102	$0	$403,170	1	352	0	353
07/01/2016 to 07/01/2017	$369,870	$4,654	$1,861	$0	$372,662	2	298	0	300
07/01/2017 to 07/01/2018	$409,658	$5,004	$5,344	$0	$409,318	4	318	0	322
07/01/2018 to 07/01/2019	$657,205	$80,404	$3,147	$0	$734,461	37	487	0	524
07/01/2019 to 07/01/2020	$123,065	$54,186	$0	$0	$177,250	21	118	0	139

	Losses $10,001 - $25,000								
POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$257,698	$0	$3,322	$0	$254,376	0	13	0	13
07/01/2016 to 07/01/2017	$184,007	$12,811	$0	$0	$196,818	1	12	0	13
07/01/2017 to 07/01/2018	$255,629	$22,460	$0	$0	$278,089	2	15	0	17
07/01/2018 to 07/01/2019	$181,835	$44,902	$0	$0	$226,737	6	7	0	13
07/01/2019 to 07/01/2020	$29,030	$44,344	$0	$0	$73,374	3	1	0	4

	Losses $25,001 - $50,000								
POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$816,245	$32,966	$6,158	$0	$843,053	4	18	0	22
07/01/2016 to 07/01/2017	$608,488	$73,205	$2,255	$0	$679,439	4	12	0	16
07/01/2017 to 07/01/2018	$534,085	$88,162	$40	$0	$622,207	7	9	0	16
07/01/2018 to 07/01/2019	$602,416	$314,732	$0	$0	$917,148	12	10	0	22
07/01/2019 to 07/01/2020	$72,043	$155,000	$0	$0	$227,043	4	2	0	6

	Losses $50,001 - $100,000								
POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$199,737	$4,818	$0	$0	$204,554	1	2	0	3
07/01/2016 to 07/01/2017	$56,428	$58,275	$0	$0	$114,703	2	0	0	2
07/01/2017 to 07/01/2018	$32,080	$48,011	$0	$0	$80,091	1	0	0	1
07/01/2018 to 07/01/2019	$487,498	$149,691	$0	$0	$637,189	8	2	0	10
07/01/2019 to 07/01/2020	$286,032	$0	$0	$0	$286,032	0	3	0	3

	Losses $100,001 - $150,000								
POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$92,940	$12,820	$0	$0	$105,760	1	0	0	1
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

	Losses $150,001 - $200,000								
POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$155,092	$0	$0	$0	$155,092	0	1	0	1
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

	Losses $200,001 - $250,000								
POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$159,080	$67,676	$0	$0	$226,756	1	0	0	1
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

	Losses $250,001 - $500,000								
POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$235,009	$209,312	$0	$0	$444,321	1	0	0	1
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

	Losses In Excess of $500,001								
POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$0	$0	$0	$0	$0	0	0	0	0
07/01/2016 to 07/01/2017	$0	$0	$0	$0	$0	0	0	0	0
07/01/2017 to 07/01/2018	$0	$0	$0	$0	$0	0	0	0	0
07/01/2018 to 07/01/2019	$0	$0	$0	$0	$0	0	0	0	0
07/01/2019 to 07/01/2020	$0	$0	$0	$0	$0	0	0	0	0

	Total Losses								
POLICY TERM	Total Paid	Total Reserves	Total Recovery	Total Deductible	Total Incurred	# Of Open Claims	# Of Closed Claims	# Of Other Claims	# Of Claims
07/01/2015 to 07/01/2016	$1,845,536	$108,956	$22,582	$0	$1,931,910	7	385	0	392
07/01/2016 to 07/01/2017	$1,608,894	$358,257	$4,116	$0	$1,963,036	10	323	0	333
07/01/2017 to 07/01/2018	$1,231,452	$163,637	$5,384	$0	$1,389,705	14	342	0	356
07/01/2018 to 07/01/2019	$2,021,893	$602,549	$3,147	$0	$2,621,295	64	506	0	570
07/01/2019 to 07/01/2020	$510,170	$253,529	$0	$0	$763,699	28	124	0	152

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