



# AGENDA

SPECIAL MEETING OF THE  
PUBLIC WORKS AND UTILITIES  
COMMITTEE  
JULY 12, 2021 5:00 PM  
ATTEND VIRTUALLY

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## SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES 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 in excess of those permitted in the current Public Health Order, the Public Works and Utilities 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.

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/94118389225?pwd=SXpYQ200TVpZTnF6Tnk2V2hKR0pmZz09>

**Passcode: 141109**

Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 910 2307 0113 - Passcode: 141109**

Phone attendees should press \*9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>

**Public Comment:** To provide live public comment during the Public Comment section, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/94118389225?pwd=SXpYQ200TVpZTnF6Tnk2V2hKR0pmZz09>

**Passcode: 384571**

Attendees should use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.



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Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 669 900 6833 – Webinar ID: 941 1838 9225 Passcode: 384571  
Phone attendees should press \*9 to use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
  - a. Approval of minutes from the June 28, 2021 Public Works and Utilities Committee.
6. **PUBLIC COMMENT**
  - a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, [jldiaz@santafenm.gov](mailto:jldiaz@santafenm.gov), 955-4233 by 1 :00 p.m. the day of the meeting for the meeting link and/or call in number
7. **PRESENTATION/INFORMATIONAL ITEMS**
  - a. Golf Course Presentation. (Melissa McDonald, Acting Parks Division Director, [mamcdonald@santafenm.gov](mailto:mamcdonald@santafenm.gov), 955-6480)
8. **ACTION ITEMS: CONSENT**
  - a. Request for Approval of a Professional Services Contract in the Total Amount of \$254,000 for CHART Consultant Team; Artful Life, LLC. (Pauline Kanako Kamiyama, Arts and Culture Department Director: [pkkamiyama@santafenm.gov](mailto:pkkamiyama@santafenm.gov), 955-470-8482; Kristine Mihelcic, City Clerk



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and Community Engagement Department Director:  
kmmihelcic@santafenm.gov, 955-6846)

**Committee Review:**

Finance Committee: 07/06/21  
Quality of Life Committee: 07/07/21  
Public Works and Utilities Committee: 07/12/21  
Governing Body: 07/14/21

- b. Request for Approval of Service Agreement in the Total Amount of \$1,444,526.87 to Replace Ft Marcy Roof and Skylights; First Mesa Construction, Inc.; Caryn Grosse, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov), 505-955-5938

**COMMITTEE REVIEW:**

Public Works and Utilities Committee: July 12, 2021  
Finance Committee: July 19, 2021  
Governing Body: July 28, 2021

- c. Request for Approval for Award of Bid '21/37/B for the City Wide Water Utility Construction & Repair Price Agreement CIP # 3057 with Sub Surface Contracting, Inc. and A.A.C Construction, LLC for \$250,000.00 exclusive of NMGRT to each contractor, per Fiscal Year. (Bill Huey, Engineer, [bchuey@santafenm.gov](mailto:bchuey@santafenm.gov), 955-4273) 1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of \$542,188 from the Water Enterprise Fund cash balance to the Water CIP fund for FY 2022.

**Committee Review:**

Public Works and Utilities Committee: 07/12/2021  
Finance Committee: 07/19/2021  
Governing Body: 07/28/2021

9. **MATTERS FROM STAFF**
10. **MATTERS FROM THE COMMITTEE**
11. **MATTERS FROM THE CHAIR**
12. **NEXT MEETING: Monday, July 26, 2021**
13. **ADJOURN**



City of Santa Fe

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**Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.**



# MINUTES

REGULAR MEETING OF  
THE PUBLIC WORKS AND  
UTILITIES COMMITTEE  
JUNE 28, 2021 AT 5:00 PM  
VIRTUAL MEETING

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1. **CALL TO ORDER**

Meeting started at 5:02pm

2. **ROLL CALL**

**Members Present:**

Councilor Chris Rivera  
Councilor Michael Garcia  
Councilor Roman Abeyta  
Councilor Signe Lindell  
Councilor JoAnne Vigil Coppler

**Members Excused:**

None

**Others Attending:**

Jamie-Rae Diaz, Administrative Manager  
Regina Wheeler, Public Works Department Director  
Shannon Jones, Public Utilities Department Director  
Jeff Norris, Legislative Liaison Assistant  
Pauline Kamiyama, Attendee  
Sam Burnett, Attendee  
Erick Aune, Attendee  
Paul Babcock, Attendee  
Mike Dozier, Attendee  
Randy Randall, Attendee  
Brian Moya, Attendee  
Caryn Grosse, Attendee  
Bernadette Salazar, Attendee  
Jason Kluck, Attendee  
Sally Paez, Attendee  
Alexandra Ladd, Attendee  
Noah Berke, Attendee  
Rich Brown, Attendee  
Julie Sanchez, Attendee  
Lee Logston, Attendee



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UTILITIES COMMITTEE  
JUNE 28, 2021 AT 5:00 PM  
VIRTUAL MEETING

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Kyra Ochoa, Attendee

### 3. APPROVAL OF AGENDA

**MOTION:** Councilor Lindell moved, seconded by Councilor Abeyta, to approve the as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None

### 4. APPROVAL OF CONSENT AGENDA

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the as amended.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None

Councilor Vigil Coppler pulled item B for discussion and stated she will be leaving the meeting early and have provided Councilor Garcia with her questions.  
Councilor Garcia pulled items A,J, and L for discussion.  
Councilor Rivera pulled item K for discussion

### 5. APPROVAL OF MINUTES



# MINUTES

REGULAR MEETING OF  
THE PUBLIC WORKS AND  
UTILITIES COMMITTEE  
JUNE 28, 2021 AT 5:00 PM  
VIRTUAL MEETING

- a. Approval of Minutes from the June 7, 2021 Public Works and Utilities Committee Meeting.

**MOTION:** Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the minutes as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None

## 6. PUBLIC COMMENT

- a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, [jldiaz@santafenm.gov](mailto:jldiaz@santafenm.gov), 955-4233 by 1 :00 p.m. the day of the meeting for the meeting link and/or call in number

## 7. PRESENTATION

- a. Wastewater Management Update. (Michael Dozier, WWM Division Director, [mldozier@santafenm.gov](mailto:mldozier@santafenm.gov))

## 8. ACTION ITEMS: CONSENT

- a. Request Approval of Contract with the National Fitness Council, LP. in the Amount of \$195,560.94 Including NMGRT to Purchase Equipment Exclusive Keith Haring Artwork Fitness Equipment and Request Approval of BAR in the Amount of \$250,000.00 from Neighborhood Parks Impact Fees to Parks Construction for the Purchase and Installation of Fitness Equipment for SWAN Park. (Melissa McDonald, Acting Parks Division Director: [mamcdonald@santafenm.gov](mailto:mamcdonald@santafenm.gov), 955-6840)

**Committee Review:**

Finance Committee: 06/21/2021

Public Works and Utilities Committee: 06/28/2021



# MINUTES

REGULAR MEETING OF  
THE PUBLIC WORKS AND  
UTILITIES COMMITTEE  
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VIRTUAL MEETING

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Governing Body: 06/30/2021

**MOTION:** Councilor Garcia moved, seconded by Councilor Abeyta, to approve the contract as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

**Against:** None

**Abstain:** None

Pulled by Councilor Garcia for discussion, approved unanimously to forward to 6/30/2021 Governing Body

- b. Request for the Approval of Amendment No. 3 to the PSA with Vladimir Jones in the Total Amount of \$1,450,000 for Advertising Agency Services for Tourism Santa Fe for FY22. (Randy Randall, Tourism SF Director: rrandall@santafenm.gov, 505-966-6209)

**Committee Review:**

Public Works and Utilities Committee: 06/07/2021

Finance Committee: 06/21/2021

Governing Body: 06/30/2021

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

**Against:** None

**Abstain:** None



# MINUTES

REGULAR MEETING OF  
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JUNE 28, 2021 AT 5:00 PM  
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Pulled by Councilor Vigil Coppler for discussion, questions asked by Councilor Garcia. Approved unanimously to forward to 6/30/2021 Governing Body

c. **CONSIDERATION OF BILL NO. 2021-\_\_.** (Councilor Lindell and Mayor Webber)

An Ordinance Amending Section 23-6.2 SFCC 1987 to Remove the Six-Month Minimum Lease Duration for the Sale and Consumption of Alcohol on City Property. (Randy Randall, TOURISM Santa Fe Executive Director: rrandall@santafenm.gov, 955-6209; Rich Brown, Community and Economic Development Department Director: rdbrown@santafenm.gov, 955-6625; Jesse Guillen, Legislative Liaison: jbg Guillen@santafenm.gov, 955-6518)

**Committee Review:**

Introduced: 5/12/21

Quality of Life Committee: 6/16/21

Public Works and Utilities Committee: 06/28/21

Governing Body (request to publish): 06/30/21

Economic Development Advisory Committee: 7/14/21

Governing Body (public hearing): 07/28/21

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the bill as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None

Approved on consent agenda to forward to 6/30/2021 Governing Body

d. Request for Approval of a Memorandum of Understanding (MOU) Munis Contract #3202749 Between the City, NMDOT, NCRTD and Santa Fe MPO Detailing the Responsibilities of Each Agency to Satisfy the Federal



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Transit Authorities Funding Process.  
(Erick Aune, MPO Officer, [ejaune@santafenm.gov](mailto:ejaune@santafenm.gov) 505-330-8483)

**Committee Review:**

Finance Committee: 06/21/2021

Public Works and Public Utilities Committee: 06/28/2021

Governing Body: 06/30/21

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the memorandum of understanding (MOU) as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None

Approved on consent agenda to forward to 6/30/2021 Governing Body

- e. Request Approval of Amendment No. 1 to Service Contract 20-0233 with American Fire Protection Group, Inc.; Increasing the Existing Contract in the Amount of \$63,274.06 Including NMGRT from \$271,093.75 to \$334,367.81 for Fire Monitoring, Inspections, Repair and Maintenance Services throughout City Facilities. (Caryn Grosse, Facilities Project Administrator, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov), 955-5938)

**Committee Review:**

Finance Committee: 06/21/2021

Public Works and Utilities Committee: 06/28/2021

Governing Body: 06/30/2021

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

**VOTE:** The motion was approved on the following Roll Call vote:



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**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None

Approved on cosent agenda to forward to 6/30/2021 Governing Body

- f. Request for Approval of Amendment No. 4 to the Professional Service Agreement (PSA) with Certified Folder in the Amount of \$50,000 for Distribution of the Official Santa Fe Visitor's Guide for FY22. (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 505-955-6209).

**Committee Review**

Finance Committee: 06/21/2021

Public Works and Utilities: 06/28/2021

Governing Body: 06/30/2021

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None

Approved on consent agenda to forward to 6/30/2021 Governing Body

- g. Request for Approval of Amendment #3 to PSA with Lou Hammond in the amount of \$125,000 for Public Relations Services for Tourism Santa Fe for FY22 (Randy Randall, TOURISM SF Director, rrandall@santafenm.gov, 955-6209)

**Committee Review**

Finance Committee: 06/21/2021



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UTILITIES COMMITTEE  
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Public Works and Utilities: 06/28/2021  
Governing Body: 06/30/2021

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract amendment as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None

Approved on consent agenda to forward to 6/30/2021 Governing Body

- h. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$1,000,000.00 from the 2018 Bond Premiums to be Used for the Santa Fe Train Depot Exterior Rehabilitation Project. (Sam Burnett, Interim Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

**Committee Review:**

Finance Committee: 06/21/21  
Public Works and Utilities Committee: 06/28/21  
Governing Body: 06/30/21

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the budget adjustment resolution (BAR) as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None



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Approved on consent agenda to forward to 6/30/2021 Governing Body

- i. Request for Approval of Amendment No. 3 to the Collective Bargaining Agreement Between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO. (Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, 505.955.6591)

**Committee Review**

Finance Committee: 06/21/2021

Public Works: 06/28/2021

Governing Body: 06/30/2021

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None

Approved on consent agenda to forward to 6/30/2021 Governing Body

- j. CONSIDERATION OF RESOLUTION NO. 2021-\_\_\_. (Mayor Webber, Councilor Romero-Wirth, Councilor Cassutt)  
A Resolution Relating to Income Disparity and Inequity; Authorizing the Execution of a Memorandum of Understanding with Mayors for a Guaranteed Income and the Santa Fe Community College to Assist with Launching a Pilot Project to Support Young Parents Enrolled at the Santa Fe Community College, and to Build Support for a Guaranteed Income in the City of Santa Fe. (Julie Sanchez, Youth and Family Services Division Director: jjsanchez@santafenm.gov, 955-6678)

**Committee Review:**

Introduced: 06/09/21

Quality of Life Committee: 06/16/21 (discussed)



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Finance Committee: 06/21/21  
Public Works and Utilities Committee: 06/28/21  
Governing Body: 06/30/21

**MOTION:** Councilor Garcia moved, seconded by Councilor Rivera, to approve the resolution as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell

**Against:** None

**Abstain:** None

Pulled by Councilor Garcia, approved unanimously to forward to 6/30/2021 Governing Body

- k. CONSIDERATION OF RESOLUTION NO. 2021-\_\_. (Mayor Webber, Councilor Vigil Coppler, Councilor Romero-Wirth)  
A Resolution Donating Property Identified as 635 Alto Street and Resources to a Developer Qualified as a “Grantee” Under the New Mexico Affordable Housing Act for Development of at Least Five (5) Low-Priced Dwelling Units. (Alexandra Ladd, Office of Affordable Housing Director: [agladd@santafenm.gov](mailto:agladd@santafenm.gov), 955-6346)

**Committee Review:**

Introduction: 06/09/21  
Community Development Commission: 06/16/21  
Quality of Life Committee: 06/16/21  
Finance Committee: 06/21/21  
Public Works and Utilities Committee: 06/28/21  
Governing Body: 06/30/21

**MOTION:** moved, seconded by , to approve the resolution as presented.

**VOTE:** The motion was approved on the following Roll Call vote:



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**For:** Councilor Rivera, Councilor Abeyta, Councilor Lindell

**Against:** None

**Abstain:** Councilor Garcia

Pulled by Councilor Rivera. Approved to forward to 6/30/2021 Governing Body

- I. Request for Approval of Budget Adjustment Request (BAR) to Move Funds for the Solar and Streetlighting Contracts into Budget Fund 315 (CIP Resources). (Javier Rosado, Engineering Division Director: [jhrosado@santafenm.gov](mailto:jhrosado@santafenm.gov), 955-6631 and Caryn Grosse, Facilities Project Administrator: [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov), 955-5938)

Committee Review:

Public Works & Utilities – 06/28/2021

Governing Body – 06/30/2021

**MOTION:** Councilor Abeyta moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Abeyta, Councilor Lindell

**Against:** None

**Abstain:** Councilor Garcia

Pulled by Councilor Garcia for discussion. Approved to forward to 6/30/2021 Governing Body

- m. Request for Approval of Collective Bargaining Agreement Between the City of Santa Fe and Santa Fe Firefighter Association Local 2059 for July 2021 Through July 2024. (Paul Babcock, Fire Chief; [prbabcock@santafenm.gov](mailto:prbabcock@santafenm.gov), 955-3110 and Brian Moya, Assistant Fire Chief; [bjmoya@santafenm.gov](mailto:bjmoya@santafenm.gov), 955-3111) **Committee Review:**



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Finance Committee: 06/21/2021  
Public Works Committee: 06/28/2021  
Governing Body: 06/30/2021

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the contract as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None

Approved on consent agenda to forward to 6/30/2021 Governing Body

- n. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of \$725,000.00 from the 2018 Bond Premiums to be Used for the Genoveva Chavez Leisure Pool, the Main Library Elevators and Tennis Court and Pickle Ball Improvements at Select City Parks. (Sam Burnett, Interim Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

**Committee Review:**

Public Works Committee: 06/28/2021  
Governing Body: 06/30/2021

**MOTION:** Councilor Lindell moved, seconded by Councilor Garcia, to approve the budget adjustment resolution (BAR) as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

**Against:** None

**Abstain:** None



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9. **ACTION ITEMS: DISCUSSION**
10. **EXECUTIVE SESSION**
11. **MATTERS FROM STAFF**
12. **MATTERS FROM THE COMMITTEE**
13. **MATTERS FROM THE CHAIR**

Chairman Rivera requested a presentation on the status of the golf course and where we are at on getting the golf course back in shape.

14. **NEXT MEETING: July 12 2021**
15. **ADJOURN**

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Liaison

---

Chair

# Marty Sanchez Links de Santa Fe

The Course at the Municipal Sports Recreation Complex (MRC)



Public Works Department

  
Marty Sanchez  
**Links de Santa Fe**  
Santa Fe's Course of Choice

# Golf Course Features

## **COURSE**

Championship 18-Hole Course

Executive Par-3 Course

35-Station All-Grass Driving Range

Practice Greens

Putting Area

Area for Private Lessons

## **PRO SHOP**

Fully Stocked Selection Offering  
Golf Clubs, Apparel, Accessories, & Golf Tools

Private Indoor Trackman Golf Simulator

PGA Certified Instructors

Private/Group/Youth Golf Lessons

Custom Club Fittings

# Golf Events & Tournaments



Little Linksters (80 Kids)  
Golf Jr. Camps (50 Youth)



City Golf  
Championship  
(85 Players per yr)



Fore Kids  
Golf Tournament  
(60 -125 Kids)

# A Popular Place, a Valuable Asset

<u>YEAR</u>	<u>ROUNDS</u>
2018	25,090
2019	34,330
2020	33,446
2021	21,154*



YEAR	MAY	JUNE	JULY
2020	2974	4304	6015
2021	4565	5429	1932*

**1st Place Winner | Best Golf Course Category  
2021, 2020, 2019 People's Choice Awards  
Albuquerque Journal North**

\*We are only 1/3 of the way thru July and we're tracking for an increase compared with last year.

# Affordable Golf for All

## Marty Sanchez Links

- \$55 — 18 holes with cart (NM non-senior resident)
- \$50 — 18 holes with cart (NM resident)
- \$38 — 18 holes with cart (Senior NM resident)
- \$15 — 18 holes with cart (Junior 17 and younger)

*\*Weekday/Weekend are the same; Rate change October 10, 2020*

## Santa Fe Country Club

- \$50 — 18 holes with cart (weekday, NM resident)
- \$62 — 18 holes with cart (weekend, NM resident)

*\*No Senior/Junior Rate available*

## Buffalo Thunder- TOWA Resort

- \$69 — 18 holes with cart (NM resident)
- \$55 — Senior Rate available Sunday- Thursday



**Our low rates allow everyone  
to learn and play!**

	FY18/19	FY19/20	FY20/21
Revenues	\$1,584,973	\$1,215,396	\$1,885,075

# Public Private Partnerships

- Currently: three leases for pro shop, restaurant and golf carts
- Strategy: Conduct assessment of operating model



NM Golf Limited  
Pro Shop Contractor  
month to month lease



Northern Ventures LLC  
Restaurant Contractor  
month to month



A Textron Company

EZGO  
Golf Cart Contractor  
processing new 4 year lease  
new carts expected Jan 22

# MRC Facilities and Assets

- Golf Course
  - 27 holes of golf
  - Driving range
  - 3 practice greens
  - Over eight miles of cart/walking path(s)
  - Restrooms
- Sports Fields
  - 4 adult softball fields
  - 3 adult soccer fields
  - 3 adult hardball fields
  - 2 youth soccer fields
  - Concession buildings & restrooms
- Shared
  - Public parking for the City/County/NM DOT/USFS/BLM Camino Real trail system
  - Effluent irrigation system
  - Specialized equipment
  - 145 acres of irrigated turf grass



# Maintenance is a Big Job

## Daily/Weekly Rotational Maintenance

- **Mowing** greens, fairways, fields
- **Dragging** Infields
- **Clearing** bunkers (rake and weed)
- **Integrative pest management**
- **Irrigation** sprinkler adjustment and repairs
- **Restroom cleaning** (sports fields)
- **Administrative office cleaning**
- **Vehicle routine maintenance**
  - Sharpening
- **Water transfer and monitoring**
- **Compliance reporting**



*CREDIT: Santa Fe New Mexican*

# Compliance is Complex

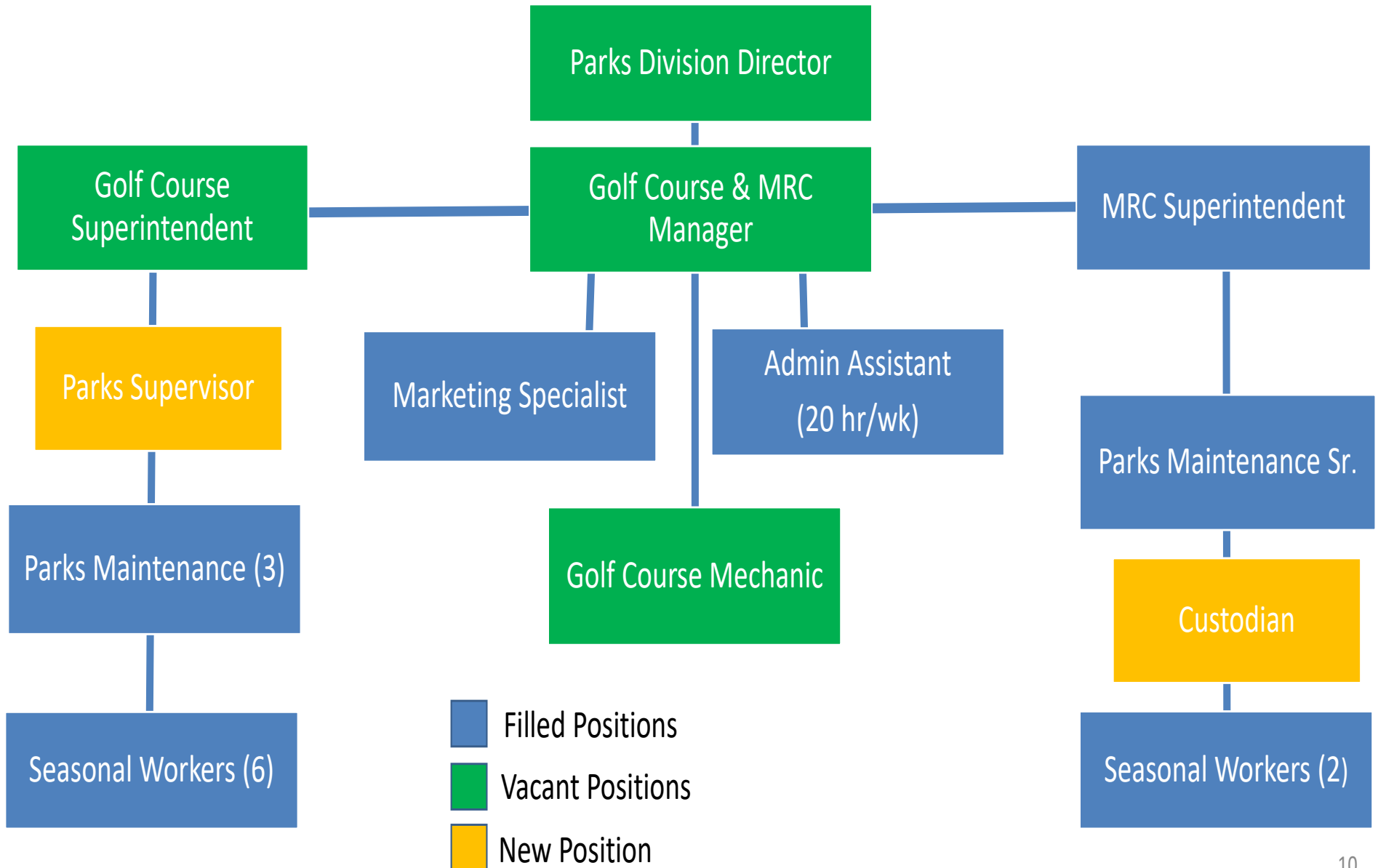


**NMRLD**  
NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT



- Potable water systems (2)
  - State of New Mexico Drinking Water Bureau
  - Requires Level 1 Certified Water Operator
- Effluent water irrigation systems (2)
  - NM Ground Water Bureau, NMED and EPA
  - Discharge permit
  - Requires journeymen for maintenance
  - Effluent water usage agreements with NMED, USFS, BLM, Caja del Rio Landfill, City's Waste Water Treatment Plant and Water Conservation Division.
- Invasive species control
  - Noxious weeds, turf disease, gophers and squirrels

# Staffing



# Focus and Needs

## Staffing

- Fill vacancies: Superintendent, Mechanic and Golf Course Manager
- New golf course field position: Parks Supervisor
  - Career ladder and additional capacity
- Training and certifications for existing staff

## Budget

- Budget for irrigation repairs and improvements
- Reinstate marketing budget

## Capital Improvements

- Waterline connection for fire suppression
- Upgrade restrooms and concession
- Repave entrance road, parking lot and paths

**ACTION SHEET**  
**ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 07/07/2021**  
**FOR CITY COUNCIL MEETING OF 07/14/2021**

**ISSUE:**

Request for Approval of a Professional Services Contract in the Total Amount of \$254,000 for CHART Consultant Team; Artful Life, LLC. (Pauline Kanako Kamiyama, Arts and Culture Department Director: pkkamiyama@santafenm.gov, 955-470-8482; Kristine Mihelcic, City Clerk and Community Engagement Department Director: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:

Finance Committee: 7/6/21

Quality of Life Committee: 7/7/21

Public Works and Utilities Committee: 7/12/21

Governing Body: 7/14/21

**QUALITY OF LIFE COMMITTEE ACTION:** Approved on discussion. Councilor Garcia moved this item from the consent agenda to the discussion agenda.

**SPECIAL CONDITIONS OR AMENDMENTS:** The Committee went into Executive Session to discuss this item.

**SEND TO:**

Public Works and Utilities Committee; Governing Body

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA			X
COUNCILOR CASSUTT	X		

<b>ACTION SHEET</b>
<b>/ITEM FROM FINANCE COMMITTEE MEETING OF 07/06/21</b>
<b>FOR CITY COUNCIL MEETING OF 07/14/21</b>

- a) Request for Approval of a Professional Services Contract in the Total Amount of \$254,000 for CHART Consultant Team; Artful Life, LLC. (Pauline Kanako Kamiyama, Arts and Culture Department Director: pkkamiyama@santafenm.gov, 955-470-8482; Kristine Mihelcic, City Clerk and Community Engagement Department Director: kmmihelcic@santafenm.gov, 955-6846)

<b>Committee</b>	<b>Review:</b>
Finance Committee:	7/6/21
Quality of Life Committee:	7/7/21
Public Works and Utilities Committee:	7/12/21
Governing Body: 7/14/21	

**FINANCE COMMITTEE ACTION:**

Approved on Discussion

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21



# AGENDA

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JULY 06, 2021  
5:00 PM  
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, the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, 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.

**Attend Virtually:** Join on Zoom: <https://santafenm-gov.zoom.us/j/99697697570?pwd=ZlJtR2Z3UGFEa2tESEJFbENaNnFvUT09>

**Passcode:** 537024

**By Phone:** US: 346 248 7799 or 669 900 6833

**Webinar ID:** 996 9769 7570

**Passcode:** 537024

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 <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**



# AGENDA

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JULY 06, 2021  
5:00 PM  
ATTEND VIRTUALLY

---

5. **APPROVAL OF MINUTES**

- a. Regular Finance Committee – June 21, 2021

6. **PRESENTATION**

- a. Economic Recovery Update (Dr. Reilly White)

7. **ACTION ITEMS: CONSENT**

- a. Request for Approval of a Professional Services Contract in the Total Amount of \$254,000 for CHART Consultant Team; Artful Life, LLC. (Pauline Kanako Kamiyama, Arts and Culture Department Director: [ppkamiyama@santafenm.gov](mailto:ppkamiyama@santafenm.gov), 955-470-8482; Kristine Mihelcic, City Clerk and Community Engagement Department Director: [kmmihelcic@santafenm.gov](mailto:kmmihelcic@santafenm.gov), 955-6846)

**Committee Review:**

Finance Committee: 7/6/21

Quality of Life Committee: 7/7/21

Public Works and Utilities Committee: 7/12/21

Governing Body: 7/14/21

- b. Request Approval of Budget Amendment Resolution (BAR) for Department of Justice, Office of Justice Programs, FY 20 Coronavirus Emergency Supplemental Funding Grant Award. (Andrew Padilla, Chief of Police: [aapadilla@santafenm.gov](mailto:aapadilla@santafenm.gov), 955-5102)

**Committee Review:**

Finance Committee: 7/6/21

Quality of Life Committee: 7/7/21

Governing Body: 7/14/21

- c. Request Approval of Budget Amendment Resolution (BAR) for New Mexico Department of Transportation Traffic Projects Grant Award. (Andrew Padilla, Chief of Police: [aapadilla@santafenm.gov](mailto:aapadilla@santafenm.gov), 955-5102)

**Committee Review:**

Finance Committee: 7/6/21



# AGENDA

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JULY 06, 2021  
5:00 PM  
ATTEND VIRTUALLY

---

Quality of Life Committee: 7/7/21  
Governing Body: 7/14/21

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Monday, July 19, 2021**
12. **ADJOURN**

**Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.**



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Artful Life, LLC

Procurement Title: CHART Consultant Team/RFP 21/30/P

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 Arts and Culture Staff Name Pauline Kanako Kamiyama

### 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:

Pauline Kanako Kamiyama, Director, 6/4/21

Department Rep Printed Name (attesting that all information included)	Title	Date
 Fran Dunaway (Jun 8, 2021 10:27 MDT)	Chief Procurement Officer	Jun 8, 2021

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, New Mexico


## Memorandum



**DATE:** June 4, 2021

**TO:** Governing Body  
Finance Committee  
Quality of Life

**VIA:** Jarel LaPan Hill, City Manager  
Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Rich Brown, Community Development Department Director

**FROM:**  Pauline Kanako Kamiyama, Arts and Culture Department Director

---

**ITEM AND ISSUE:**

Request for the Approval of Professional Services Contract in the Total Amount of \$254,000 for CHART Consultant Team; Artful Life, LLC, Pauline Kanako Kamiyama, [pkkamiyama@santafenm.gov](mailto:pkkamiyama@santafenm.gov), 505.470.8482

**BACKGROUND AND SUMMARY:**

The purpose of the Request for Proposal (RFP 21/30/P) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a consultant team (s) (Consultant) to facilitate the CHART Initiative including but not limited to the planning, development, coordination, communication, implementation, messaging, and evaluation of community-centered processes that fosters dialogue within the City.

**PROCUREMENT METHOD:**

A Request for Proposal RFP#21/30/P was issued.

**CONTRACT NUMBER:**

The FY20 Munis contract number is 3202772.

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** Constituent Services/1002575

**Munis Org Name/Number:** Other Consulting/ 510340

**ACTION REQUESTED:**

Arts and Culture Department and Community Engagement Department respectfully requests your review and approval.

**The City of Santa Fe  
AND  
Arts and Culture Department and Community Engagement Department**

**REQUEST FOR PROPOSALS (RFP)**

**Culture, History, Art, Reconciliation and Truth (CHART)  
Initiative: Consultant Team**



**RFP#  
21/30/P**

RFP Release Date: March 8, 2021

Proposal Due Date: April 6, 2021

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a consultant team (s) (Consultant) to facilitate the CHART Initiative including but not limited to the planning, development, coordination, communication, implementation, messaging, and evaluation of community-centered processes that fosters dialogue within the City.

## **B. BACKGROUND INFORMATION**

The City of Santa Fe (“City”) recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier’s Monument (the Obelisk) on the Plaza, the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial. There is an urgent call to action to discuss the City’s cultural histories and current viewpoints to seek solutions for a future of peace, justice, healing, and reconciliation through a process for community engagement that encourages people to speak, to be heard, and to listen. This is the beginning of an ongoing effort to learn and understand our complex histories and stories, and to promote truth, healing, and reconciliation for a future of peace and justice.

The goal is to promote broader cross-cultural understanding, racial equity, healing, and reconciliation in our community. To allow for individuals to openly share and communicate their feelings and their history. To provide advice on decisions for statutes and monuments as well as short, medium, and long-term responses for community healing and reconciliation. The information generated from the processes is a first effort and will be compiled in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions.

The Consultant should review Resolution 2021 – 6. Please see the Procurement Library in Section I. G.

## **C. SCOPE OF PROCUREMENT**

The Consultant will have experience in facilitating and coordinating a community-centered practice, with cultural competency particularly with the communities of Northern New Mexico, especially experience working with communities within the City of Santa Fe. The Consultant will work closely with the City Project Team to implement a robust engagement process and write a final report with recommendations gained from community input.

The ideal Consultant, which may be a firm or team, will have:

- Experience in cultural competency particularly with the communities of Northern New Mexico, specifically within the City of Santa Fe
- Demonstrated community-centered practice with experience conducting community engagement, stakeholder facilitation and strategic planning processes
- Have facilitators and/or team members who are of and from the various Santa Fe communities
- Expertise as relates to issues of diversity, equity, and inclusion and ability to authentically engage stakeholders of diverse backgrounds with competency

- Strong administrative and organizational skills to manage complex and multi-layered project initiative from start to finish
- Track record of client collaboration and clear communication
- Excellent oral and written communication skills
- Capacity to complete the tasks described in this RFP within the time frame provided
- Commitment to providing exceptional customer service and responding to client requests in a timely fashion
- Expertise in research and evaluation
- Expertise in community outreach, communication
- Ability to communicate efficiently - construct press release, social media to help reach a broad spectrum of community members.

The Scope of Work includes but not limited to the following categories: Administration, Facilitation/Training, Art Activations, Cultural History Series and Reporting and Evaluation. The anticipated timeframe is April 2021 through March 2022.

The resulting award may be multiple contracts.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

#### **D. PROCUREMENT MANAGER**

Arts and Culture Department and Community Engagement Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Sam Burnett, Procurement Manager  
 Telephone: (505) 795-2491  
 Email: jsburnett@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

#### **E. PROPOSAL SUBMISSION**

***Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.***

## F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Central Purchasing Office**” means the office responsible for the control of procurement of items of tangible personal property, services or construction.
5. “**Chief Procurement Officer**” means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
6. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
7. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
9. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
10. “**Contractor**” means any business having a contract with the City of Santa Fe.
11. “**Department**” means the Requesting Department sponsoring this Procurement.
12. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
14. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.

15. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can only be emailed.
16. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
17. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
18. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
20. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
21. “**Mandatory**” – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
22. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
23. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
24. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
25. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
26. “**Procurement Manager**” means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s) .
27. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
28. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

29. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
30. “**Requesting Department**” means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
31. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
32. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
33. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
34. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
35. “**State (the State)**” means the State of New Mexico.
36. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
37. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
38. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

Other relevant links:

Resolution 2021 – 6, [www.santafenm.gov/chart](http://www.santafenm.gov/chart) outlines in detail the desires of the Governing Body.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	3/9/2021
2. Acknowledgement of Receipt Form	Potential Offerors	3/16/2021
3. Pre-Proposal Conference	Requesting Department	3/16/2021
4. Deadline to submit Written Questions	Potential Offerors	3/25/2021
5. Response to Written Questions	Procurement Manager	3/29/2021
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>4/6/2021</b>
7.* Proposal Evaluation	Evaluation Committee	4/8/2021
8.* Selection of Finalists	Evaluation Committee	4/12/2021
9* Oral Presentation(s)	Finalist Offerors	4/14/2021
10.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	4/15/2021
11.* Contract Awards	Requesting Department/ Finalist Offerors	4/20/2021
12.* Protest Deadline	Central Purchasing Office	+15 days

\* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

#### 1. Issue RFP

This RFP is being issued on behalf of The City Arts and Culture Department and Community Engagement Department on March 8, 2021.

## 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov), to have their organization placed on the procurement Distribution List. **Please put the RFP number and Title in the Subject line of the email.** The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

## 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 3pm MST/MDT via **Zoom.**

<https://santafenm-gov.zoom.us/j/96202891739?pwd=c3kwb0FkVkcETjhGUHcxdTnMbE1jdz09>. **Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

## 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 3pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:  
[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## 6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice. **Please put the RFP number and Title in the Subject line of the email.**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) NO LATER THAN **3:00 PM** MST/MDT ON **APRIL 6, 2021**. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

***Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions.*** Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

## 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## 8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References.

## 9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation via Zoom to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. **If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc).** The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

## 10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation

factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **11. Contract Awards**

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

## **12. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway  
Chief Procurement Officer  
City of Santa Fe  
fadunaway@santafenm.gov

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### 3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### 4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

### 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

### 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary

or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## **9. No Obligation**

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## 15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## 16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

## 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee

will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

## **21. Notice of Penalties**

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

## **22. Department Rights**

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

## 26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## 27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## 28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.**

### 30. 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 state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or 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 Chief Procurement Officer or other party to this Agreement 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 render the Offeror nonresponsive.
- 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 Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

### **31. Local Preferences**

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

#### **1. Local Preference Qualification**

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

- a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

#### **2. Solicitations above One Million Dollars (\$1,000,000)**

- a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

**The Local Preferences shall not apply if the expenditures for this RFP includes federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. ELECTRONIC SUBMISSION ONLY Responses

**Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY**, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
  - i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
    - One (1) ELECTRONIC version of the requisite proposals identified as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
    - One (1) **redacted** (def. Section I.F.29) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;
- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov) by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16 )
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
  1. Organizational Experience
  2. Organizational References
  3. Oral Presentation (if applicable)
  4. Local Preferences (if applicable)
- H. Other Supporting Material (if applicable)

#### **Cost Proposal:**

1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK

The Consultant will have experience in facilitating and coordinating a community-centered practice, with cultural competency particularly with the communities of Northern New Mexico, especially experience working with communities within the City of Santa Fe. The Consultant will work closely with the City Project Team to implement a robust engagement process and write a final report with recommendations gained from community input.

The ideal Consultant, which may be a firm or team, will have:

- Experience in cultural competency particularly with the communities of Northern New Mexico, specifically within the City of Santa Fe
- Demonstrated community-centered practice with experience conducting community engagement, stakeholder facilitation and strategic planning processes
- Have facilitators and/or team members who are of and from the various Santa Fe communities
- Expertise as relates to issues of diversity, equity, and inclusion and ability to authentically engage stakeholders of diverse backgrounds with competency
- Strong administrative and organizational skills to manage complex and multi-layered project initiative from start to finish
- Track record of client collaboration and clear communication
- Excellent oral and written communication skills
- Capacity to complete the tasks described in this RFP within the time frame provided
- Commitment to providing exceptional customer service and responding to client requests in a timely fashion
- Expertise in research and evaluation
- Expertise in community outreach, communication
- Ability to communicate efficiently - construct press release, social media to help reach a broad spectrum of community members.

The Scope of Work includes but is not limited to the following categories:

Administration, Facilitation/Training, Art Activations, Cultural History Series and Reporting and Evaluation.

#### **Framework**

Meeting people where they are provides access to entry points for city-wide participation. There will be three opportunities for participation:

##### **1. Community Convenings – Phase 1**

Consist of three sessions as follows:

- Round One will focus on personal identity and stories;
- Round Two will focus on shared dialogue and cross-dialogue about core values, building on Round One; and
- Round Three will focus on generating solutions, recommendations, and responses

##### **Community Solutions Table – Phase 2**

Community Solutions Table shall review, discuss, and consider summarized notes and documentation from Round One and Two of the community dialogue sessions, community survey

results, and solutions, recommendations, and responses generated during Round Three of the community dialogue sessions

- **Community Solutions Table** will be established to include representatives who have participated in all three community dialogue sessions
- Will suggest solutions based on a combination of recommendations from session participants at the end of each community dialogue session
- Membership on the Community Solutions Table will be determined after the community dialogue sessions have ended
- Membership of the Community Solutions Table shall be intentionally diverse and representative of the Santa Fe community in terms of age, gender identity, sexual orientation, race, and cultural background
- The Community Solutions Table shall also include a balance of perspectives and opinions on the City histories, and stories, as well as a balance of perspectives on the obelisk and other monuments and statues of the community.
- Community Solutions Table shall hold 2 – 3 facilitated sessions with a format of consensus building.

## **2. One-on-One interviews**

- Individual, one-on-one interviews be conducted as an alternative for providing input by community members who cannot participate in community dialogue sessions
- Interviews will ask more in-depth questions than the survey and will require 15 - 30 minutes to complete.

## **3. Community Survey**

- Conducted in multiple languages to broaden the number of voices participating in the community dialog and to provide an alternative for individuals who cannot or choose not to participate in community dialogue sessions.

The Consultant will fulfill the above framework through:

### **Administration**

- Design the community dialogue sessions, one-on-one interviews, online survey and Community Solutions Table with an evaluator to ensure equity, inclusion and non-bias questions/framing
- Manage an engagement calendar and schedule of online and in-person convenings, interviews and other interaction as needed
- Identify and train a team of facilitators for community dialogue sessions, one-on-one interviews, online survey and Community Solutions Table
- Pair facilitators or co-facilitators with conveners of organizational and community dialogue sessions
- Conduct regular check in sessions for facilitators.
- Ensure multi-lingual and accessibility access including not limited to child care when in person meetings are allowable by State Public Health Order
- Collaborate with the City project team on city-wide outreach including but not limited to organizations and individuals
- Coordinate and set meeting schedules with the City project team
- Participate in weekly check-ins with the City project team regarding logistics and schedules
- Design, coordinate, implement and manage Communications including social media, press releases, website, written summary reports, etc. in coordination with the City's Communication's Director
- Provide regular updates to the Governing Body on the status of the CHART process
- Bi-lingual Spanish and other languages including American Sign Language as needed

## **Facilitation/Training**

- Provide implicit and anti-racism training sessions to, but not limited to, City elected officials, City Project Team, City Directors and/or others as identified by the City
- Retain facilitators and/or team members that are representative of the various communities of Santa Fe including those from non-profit and social service organizations
- Convening of community dialogue sessions by organizations
- Facilitate, as appropriate, a number of community dialogue sessions open generally to community members unaffiliated with a particular community organization
- Facilitate one-on-one interviews
- Facilitate Community Solutions Table
- Convenings facilitated primarily via online platforms, although some in-person sessions may be allowed per public health criteria status related to COVID-19.
- Bi-lingual Spanish and other languages including American Sign Language as needed

## **Art Activations**

- Engage Santa Fe's artistic and cultural community to produce 5-8 art activations modeled on but not exclusive to Paper Monuments
- Artist outreach should include all mediums, ages and career levels and artists collectives particularly those from traditionally disenfranchised communities
- Consultant manages and pays the artist and the art process
- Locations for art activations include but not limited to the downtown Plaza but also midtown and southside of Santa Fe
- Artist selection process will be open call format and encouraged to be as accessible as possible through simplified application
- Coordinate with the City for site identification
- Bi-lingual Spanish and other languages including American Sign Language as needed

## **Cultural History Series**

- Create series focusing on Santa Fe and Northern New Mexico's history, present and future for both online and in person (when feasible)
- Engage with historians, artists, culture bearers, storytellers, scientists, makers, etc. in formats that will engage a wide range of ages and interests – examples include panels, speaker series, pecha kuchas, interviews, storytelling, performance, etc.
- Record and document all sessions for access to the public via City website/youtube or similar platforms.
- Evaluate each session for efficacy and impact

## **Reporting and Evaluation**

- Will be responsible for summarizing and/or collecting discussions notes from all engagements (convenings, interviews, survey) for the Community Solutions Table
- Create and implement an evaluation for both participants and trained team facilitators on the process and outcomes
- Use of data visualization, infographics, dashboards etc. that expresses data in various representation to convey the stories and information behind the numbers
- Create a Final Report on the CHART Initiative (convenings, surveys, interviews, art activations, cultural history series, etc) in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions and include but not limited to recommendations for continued city-wide engagement

- Create content for communications for updates and outreach in both digital and print in both Spanish and English, other languages as necessary

## B. TECHNICAL SPECIFICATIONS

### 1. Organizational Experience

Offeror **must**:

- a) provide a detailed description of relevant culturally competent facilitation experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of community-centered processes and methodologies towards the goal of reconciliation, healing and actionable items. Include: description of community convenings you have done, how many of convenings, experience working with research/evaluator to formulate survey and interview questions, experience in conducting one-on-one interviews and large group convenings. All community-centered processes and methodologies provided to private sector will also be considered.
- b) provide a brief resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as project manager, lead facilitator or other role of leadership to fulfill the CHART Initiative. Offeror must include key personnel education, work experience, relevant certifications/licenses in facilitation, mediation and/or diversity/equity/inclusion (DEI).
- c) Describe your knowledge of Northern New Mexico, in particular Santa Fe. What is your familiarity with history, cultural history, local neighborhood issues, past and current tensions both locally and nationally.
- d) describe at least two project successes and failures of community-centered engagement. Include how each experience improved the Offeror's services.

### 2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to

ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

## C. BUSINESS SPECIFICATIONS

### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

### 2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

### 3. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the following categories: Administration, Facilitation/Training, Art Activations, Cultural History Series, Reporting/Evaluation.

### 4. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Evaluation Factors</b> <i>(Correspond to section IV.B and IV C)</i>	<b>Points Available</b>
<b>B. Technical Specifications</b>	
B. 1. Organizational Experience	50
B. 2. Organizational References	15
<b>C. Business Specifications</b>	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C. 3. Oral Presentation	20
C.4. Cost	15
<b>TOTAL POINTS AVAILABLE</b>	100
C.5. City of Santa Fe Local Preference per Section IV C. 2	<b>3</b>
C.6. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	<b>6</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. B.1 Organizational Experience (See Table 1) 45 points

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

#### 2. B.2 Organizational References (See Table 1) 15 points

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

**3. C.1 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**4. C.2 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**5. C.3 Oral Presentation (See Table 1) – 20 points**

**Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.**

**6. C.4 Cost (See Table 1) 15 points**

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

**7. C.5. Local Preferences**

Percentages will be determined based upon the point-based system outlined below.

- A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point’s equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

**C. Solicitations above One Million Dollars (\$1,000,000)**

- a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

## **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# APPENDIX A

## ACKNOWLEDGEMENT OF RECEIPT FORM

# APPENDIX A

## REQUEST FOR PROPOSAL Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team 21/30/P

### ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3pm MST, March 16 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX I.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**  
To: Central Purchasing  
E-mail: [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov)  
Subject Line: **CHART Initiative: Consultant Team**  
21/30/P

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that

official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

**Name(s) of Applicable Public Official(s) if any:**

Mayor Alan M Webber  
Councilor Signe Lindell, Pro-tem  
Councilor Renee Villarreal  
Councilor Michael Garcia  
Councilor Carol Romero-Wirth  
Councilor Roman Tiger Abeyta  
Councilor Christopher Rivera  
Councilor Joanne Vigil Coppler  
Councilor Jaime Cassutt-Sanchez

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

--OR--

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

## **APPENDIX C**

### **DRAFT CONTRACT**

**The Agreement included in this Appendix C represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.**

# DRAFT CONTRACT

See separate PDF

## APPENDIX D

### COST RESPONSE FORM

### COST RESPONSE FORM

This is a sample form, expand or detail as needed.

<b>Description</b>	<b>Quantity</b>	<b>Cost per Item</b>
Administration		
Facilitation/Training		
Art Activations		
Cultural History Series		
Reporting and Evaluation		

All amounts provided must include all labor, materials, equipment, transportation, configuration, art activation associated costs, installation, training, translation including ASL, childcare, design/graphics, writer/editor, printing, virtual platform costs and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

# APPENDIX E

## LETTER OF TRANSMITTAL FORM

# Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)**

**RFP#: 21/30/P**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Use of subcontractors (Select one):**

- No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
 (Attach extra sheets, as needed)

**4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)**

\_\_\_\_\_  
 (Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_, 20\_\_\_\_\_  
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) by April 6, 2021 3pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal.

Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # 21/30/P**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Arts and Culture and Community Engagement Departments via e-mail at:

Name: Central Purchasing Office  
Email: Purchasing@santafenm.gov

Forms must be submitted no later than April 6, 2021 3pm MST/MDT and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

**For questions or concerns regarding this form**, please contact the City of Santa Fe **Procurement Manager** at Sam Burnett, [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov) When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Technical environment for the project your providing a reference</b> (i.e., Administration, Facilitation/Training of community centered processes, public art activations, coordinating Cultural History Series/public programming and Reporting and Evaluation	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

**APPENDIX G**  
**NON-COLLUSION AFFIDAVIT**

# NON-COLLUSION AFFIDAVIT

*Complete, Sign and Return with your proposal.*

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization's name) whose address is \_\_\_\_\_.

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror 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 any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX H**  
**CONFLICT OF INTEREST**

# CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

*Complete, sign and return with your proposal.*

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Consultant Team, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Consultant Team and known key personnel needs to describe the conflict.

The Consultant Team agrees that, if after award, an organizational conflict of interest is discovered, the Consultant Team makes an immediate and full written disclosure to the City that includes a description of the action that the Consultant Team has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Consultant Team was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, \_\_\_\_\_ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team**. For the duration of this firm's involvement in the **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract.

I certify that this firm will keep all **Culture, History, Art, Reconciliation and Truth**

**(CHART) Initiative: Consultant Team** contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract. I understand that if this firm leaves this **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

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Authorized Representative/Title:

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Phone Number:

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Fax Number:

---

E-mail Address:

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Signature:

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Date:

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The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

**APPENDIX I**  
**LIVING WAGE ORDINANCE**





# City of Santa Fe Living Wage Ordinance







PURSUANT TO THE CITY OF SANTA FE  
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987  
EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

# \$12.32 PER HOUR

## Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

## Who is Required to Pay the Living Wage?

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at  
<http://www.santafenm.gov>  
(Click on Hot Topics/Living Wage)

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 **ARFTUL LIFE, LLC.** , hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

WHEREAS, on January 13, 2021, the City Council adopted Resolution 2021-06, *Hosting Community Conversations on Santa Fe Cultures, Histories, Reconciliation, and Truth* (CHART);

WHEREAS, this Resolution called for the City will establish a City project team to provide sufficient organizational and logistics support for a community-centered process;

WHEREAS, numerous charitable, non-profits, and individuals, are invested in this community and desire to fundraise and contribute to the City’s goals toward Reconciliation; and

WHEREAS, the City desires to engage a consultant to facilitate this process.

**AGREEMENT**

IT IS AGREED BETWEEN THE PARTIES THAT ARTFUL LIFE, LLC WILL PROVIDE THE FOLLOWING:

**1. Scope of Work.**

- A. The CHART Consultant Team will be the lead to fulfill the Resolution’s framework through:

**Administration**

- 1) Design the community dialogue sessions, one-on-one interviews, online survey and Community Solutions Table with an evaluator to ensure equity, inclusion and non-bias questions/framing

- 2) Manage an engagement calendar and schedule of online and in-person convenings, interviews and other interaction as needed
- 3) Identify and train a team of facilitators for community dialogue sessions, one-on-one interviews, online survey and Community Solutions Table
- 4) Pair facilitators or co-facilitators with conveners of organizational and community dialogue sessions
- 5) Conduct regular check in sessions for facilitators.
- 6) Ensure multi-lingual and accessibility access including not limited to child care when in person meetings are allowable by State Public Health Order
- 7) Collaborate with the City project team on city-wide outreach including but not limited to organizations and individuals
- 8) Coordinate and set meeting schedules with the City project team
- 9) Participate in weekly check-ins with the City project team regarding logistics and schedules
- 10) Design, coordinate, implement and manage Communications including social media, press releases, website, written summary reports, etc in coordination with the City's Communication's Director
- 11) Provide regular updates to the Governing Body on the status of the CHART process
- 12) Bi-lingual Spanish and other languages including American Sign Language as needed

### **Facilitation/Training**

- 1) Provide implicit and anti-racism training sessions to but not limited to City elected officials, City Project Team, City Directors and/or others as identified by the City
- 2) Convening of community dialogue sessions by organizations
- 3) Facilitate, as appropriate, a number of community dialogue sessions open generally to community members unaffiliated with a particular community organization
- 4) Facilitate one-on-one interviews
- 5) Facilitate Community Solutions Table
- 6) Facilitate convenings primarily via online platforms, although some in-person sessions may be public health criteria status.
- 7) Bi-lingual Spanish and other languages including American Sign Language as needed

### **Art Activations**

- 1) Engage Santa Fe's artistic and cultural community to produce 5-8 art activations modeled on but not exclusive to Paper Monuments  
Undertake artist outreach that includes all mediums, ages and career levels particularly with focus on Black Indigenous People of Color, Lesbian Gay Bisexual Trans Queer and non-binary and those from traditionally disenfranchised communities
- 2) Provide artists to be paid as possible
- 3) Identify locations for art activations include but not limited to the downtown Plaza as well as midtown and southside of Santa Fe
- 4) Utilize artist selection process that is call format and is to be as accessible as possible through simplified application
- 5) Coordinate with the City for site identification
- 6) Provide bi-lingual Spanish and other languages including American Sign Language as needed

### **Cultural History Series**

- 1) Create series focusing on Santa Fe and Northern New Mexico's history, present and future for both online and in person (when feasible)
- 2) Engage with historians, artists, culture bearers, storytellers, scientists, makers, etc. in formats that will engage a wide range of ages and interests – examples include panels, speaker series, pecha kuchas, interviews, storytelling, performance, etc.
- 3) Record and document all sessions for access to the public via City website/youtube or similar
- 4) Evaluate each session for efficacy and impact

### **Reporting and Evaluation**

- 1) Will be responsible for summarizing and/or collecting discussions notes from all engagements (convenings, interviews, survey) for the Community Solutions Table
- 2) Create and implement an evaluation for both participants and trained team facilitators on the process and outcomes
- 3) Use of data visualization, infographics, dashboards etc. that expresses data in various representation to convey the stories and information behind the numbers
- 4) Create a Final Report on the CHART Initiative (convenings, surveys, interviews, art activations, cultural history series, etc) in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions and include but not limited to recommendations for continued city-wide engagement
- 5) Create content for communications for updates and outreach in both digital and print in both Spanish and English, other languages as necessary

B. Performance Measures.

The Contractor shall substantially perform the following Performance Measures:

- 1) Prepare Regularly scheduled updates TBD and a Final Report on the process in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions and include but not limited to recommendations for continued city-wide engagement;

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in Resolution 2021-06.

2. Compensation.

A. The City shall pay to Artful Life, LLC in full payment for services satisfactorily performed at the rate of two hundred fifty four thousand dollars (\$254,000) BASED UPON DELIVERABLES, MILESTONES, such compensation not to exceed (\$254,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$254,000). 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.

D. The City shall pay to the Contractor based on a fixed price for each Deliverable item listed here:

Deliverable Item:	Amount:
<b>01: Upon contract execution and submittal of work plan:</b>	<b>\$129,000</b>

<b>02: Scope of Work Activities detailed in work plan for July through October, 2021:</b>	<b>\$50,000</b>
---	-----------------

**Administration:** Design dialogue sessions, interviews, survey; Create and manage engagement calendar; Recruit, train and/or manage facilitator and convener teams; 1, Design survey; Collaborate w/City Project Team; Manage communications (including w/City); Update Governing.

**Facilitation:** Identify bias trainer and design trainings; Implicit Bias Trainings/City; Implement/Administer survey; Community Dialogue Sessions; One-on-one interviews.

**Art Activations:** Design art activations with dates and locations; Create call for artists/cultural practitioners; Distribute call; Hire and train artist team; Art activation events.

**Cultural History Series:** Design series; Series events; Evaluation of Cultural History Series. **Reporting & Evaluation:** Create evaluation tools; Implement evaluation tools; , Collect data.

<b>03: Scope of Work Activities detailed in work plan for November 2021-March 2022:</b>	<b>\$50,000</b>
---	-----------------

**Administration:** Create and manage engagement calendar; Manage facilitator and convener team(s); Collaborate w/City Project Team; Manage communications (including w/City); Update Governing Body. **Facilitation:** Implicit Bias Trainings/City; Implement/Administer survey; Community Dialogue Sessions; One-on-one interviews; Community Solutions Table.

**Art Activations:** Art activation events.

**Cultural History Series:** Series events; Evaluation. **Reporting & Evaluation:** Implement

evaluation tools; Collect data; Analyze data.

**04: Scope of Work Activities detailed in work plan April-June 2022 including Present Recommendations and Final Report to Governing Body: \$25,000**

**Administration:** Collaborate w/City Project Team; Manage communications (including w/City); 11,12, Update Governing Body.

**Cultural History Series:** Evaluation.

**Reporting & Evaluation:** Implement evaluation tools; Collect data; Analyze data; Create final report; Present Recommendations and Final Report.

The total compensation under this Agreement shall not exceed two hundred fifty four thousand dollars (\$254,000) including New Mexico gross receipts tax.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** 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. Entire Agreement.**

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

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

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

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

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

**21. Records and Financial Audit.**

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

**22. Indemnification.**

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

**23. New Mexico Tort Claims Act**

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

**24. Invalid Term or Condition.**

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

**25. Enforcement of Agreement.**

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

**26. Notices.**

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: Pauline Kanako Kamiyama, Director, Arts and Culture Department  
201 W Marcy Street  
PO Box 909  
Santa Fe, NM 87504  
[pkkamiyama@santafenm.gov](mailto:pkkamiyama@santafenm.gov)

To the Contractor: Valerie Martinez, Founding Director, Artful Life, LLC  
3112 Camino Real Ct, NE  
Albuquerque, NM 87111  
valerie@artful-life.org

**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:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

Valerie Martinez  
Valerie Martinez (Jun 4, 2021 16:05 MDT)  
\_\_\_\_\_  
Valerie Martinez  
Executive Director, Artful Life, LLC.

DATE: \_\_\_\_\_

DATE: 6/4/2021  
CRS# 03-356124-00-9  
Registration # 230535

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Jun 4, 2021 14:25 MDT)  
\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR  
Constituents Services/Other Consulting: 1002575/510340 AJH  
Org. Name/Org#. AJH



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202772

Contractor: Artful Life, LLC

Description: CHART Consultant team from RFP21/30/P

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: date of contract exec Term End Date: June 30,2022

Approved by Council Date: \_\_\_\_\_

### **Contract / Lease: contract**

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)  
**Governing Body passed a resolution establishing the CHART process and Consultant team; RFP was issued and the Artful Life, LLC was the selected offerer.**

3. **Procurement History:** \_\_\_\_\_

*Fran D'Amico*  
Fran D'Amico (Jun 8, 2021 10:27 MDT)

Jun 8, 2021

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: RFP was issued and award is set to begin July 1, 2021 -award was delayed with Department

4. **Funding Source:** 1002575.510340 **Org / Object:** \_\_\_\_\_

*Andy Hopkins*  
Andy Hopkins (Jun 8, 2021 10:21 MDT)

Jun 8, 2021

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/2021

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	Simply Business 1 Beacon Street 15th Floor Boston, MA 02108	CONTACT NAME:	Simply Business	
		PHONE (A/C, No, Ext):	(844) 654-7272	FAX (A/C, No):
		E-MAIL ADDRESS:	contactus@simplybusiness.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Hiscox Insurance Company Inc	10200
INSURED	Artful Life LLC 3112 Camino Real Court NE Albuquerque, New Mexico 87111	INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE    Y/N OFFICER/MEMBER EXCLUDED?    N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	<b>PROFESSIONAL LIABILITY</b>			HIUS3138182XB	07/01/2021	07/01/2022	EACH CLAIM    \$1,000,000.00 AGGREGATE    \$1,000,000.00

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	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:** ARTFUL LIFE LLC  
DBA: ARTFUL LIFE

**Business Location:** 3112 CAMINO REAL CT NE  
ALBUQUERQUE, NM 87111

**Owner:** Valerie Martinez

**License Number:** 230535

**Issued Date:** June 08, 2021

**Expiration Date:** June 08, 2022

**CRS Number:** 03356124009

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

ARTFUL LIFE LLC  
3112 CAMINO REAL CT NE NE  
ALBUQUERQUE, NM 87111

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, New Mexico

## Memorandum



**DATE:** June 24, 2021

**TO:** Public Works and Utilities Committee/Finance Committee/Governing Body

**VIA:** Regina Wheeler, Public Works Department Director RW  
Sam Burnett, Interim Facilities Division Director SB

**FROM:** Caryn Grosse, Facilities Project Administrator *Cg*

---

### ITEM AND ISSUE:

Request for the Approval of Service Agreement in the Total Amount of \$1,444,526.87 to Replace Ft Marcy Roof and Skylights; First Mesa Construction, Inc.; Caryn Grosse, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov), 955-5938

### BACKGROUND AND SUMMARY:

The roof at Ft Marcy Recreation Center, particularly around the skylights above the natatorium, has leaked for years despite numerous repairs. The roof and skylights need to be replaced, and higher curbs installed for the skylights above the natatorium. In addition, a new roof hatch and ladder will be installed to provide access for the main roof, as the current roof access is unsafe and does not meet code.

Lead-times for construction materials are volatile due to increased demand and limited supply but based on current information, the roof replacement is projected to start in mid-October and be completed by late January (see attached schedule for details.) While most of the roof replacement activities can be done without shutting down the recreation center, the natatorium will need to be closed for demolition and installation of the skylights. The skylight portion of the project is projected to start in early December and run through mid-January.

Facilities staff are coordinating with Ft Marcy staff to schedule other natatorium maintenance projects concurrently with this project in order to have only a single closure for this very important facility.

The contract amount is \$1,444,526.87, including 10% contingency and NMGRT.

### PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 General Construction Services Statewide which expires June 30, 2022.

### SCHEDULE:

Public Works and Utilities Committee: July 12, 2021 (deadline June 30, 2021)  
Finance Committee: July 19, 2021  
Governing Body: July 28, 2021

### CONTRACT NUMBER:

The Munis contract number is 3202776.

### FUNDING SOURCE:

**Fund Name/Number:** CIP Bond Acquisition/335

**Munis Org Name/Number:** GRT18FMD/3359980

**Munis Object Name/Number:** Repair & Maintain Building Structure/520100

**ATTACHMENTS:**

- Contract and Proposal
- Plans and Schedule
- Statewide Price Agreement
- Business License
- Certificate of Insurance
- Procurement Checklist
- Summary of Contract

**Signature:** J Samuel Burnett  
J Samuel Burnett (Jun 28, 2021 16:04 MDT)

**Email:** jsburnett@santafenm.gov

**Signature:** Regina Wheeler  
Regina Wheeler (Jun 28, 2021 16:11 MDT)

**Email:** rawheeler@santafenm.gov

City of Santa Fe Contract  
Services

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

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

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. "You" and "your" refers to First Mesa Construction, Inc. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work at Ft Marcy Recreation Complex, located at 490 Bishops Lodge Road, Santa Fe NM 87501:

- 1) Installation of roof, skylights and other work as described in the proposal dated June 15, 2021 attached.

3. **Compensation**

The City shall pay to the Contractor \$1,211,025.93 plus NMGRT \$102,180.31 for a total of \$ 1,313,206.24. Based upon fixed prices for each deliverable item as listed here.

<u>Deliverable Item:</u>		<u>Price</u>
01	General Construction	\$ 253,992.17
02	Roof Replacement	\$ 795,139.00
03	Skylights and System	\$ 114,389.00
04	Materials and Contingency	\$ 47,505.76
	Total	\$ 1,211,025.93

<u>Unanticipated Cost Overruns:</u>		<u>Price</u>
01	10% Unanticipated Cost Overrun*	\$ 121,102.59

\*In the event the project exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 10% of the project cost, \$121,102.59 plus NMGRT of \$10,218.04, for a total of \$131,320.63.

The total compensation under this Agreement shall not exceed \$1,444,526.87 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, 2022. 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. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

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:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) 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:

- 1) 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;

- 2) replace or modify the product or service so that it becomes non-infringing;
- or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of

the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:  
Caryn Grosse, Project Administrator  
City of Santa Fe  
2651 Siringo Road, Building E  
PO Box 909  
Santa Fe, NM 87504-0909  
505-955-5938 (o), 505-795-2471 (m)  
clgrosse@santafenm.gov

To the Contractor:  
Scott Butterbaugh, Project Manager  
PO Box 92258  
Albuquerque, NM 87199-2258  
505-843-8990 (o), 505-250-1468 (m)  
scott@firstmesa.net

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. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become

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

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

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

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

43. **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:

FIRST MESA CONSTRUCTION, INC.:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

  
\_\_\_\_\_  
CHERYL A. DIX, PRESIDENT

DATE: \_\_\_\_\_

DATE: 6-17-21  
CRS# 02-331855-00-4  
Registration # 226466

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 15, 2021 15:46 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

GRT18FMD 3359980.520100

Org Name and #/Object #

AJH  
AJH



# PROPOSAL

Date: June 15, 2021

No. One

Sheet No. One of One

Proposal Submitted to: David Armstrong

Work to be Performed at: FT Marcy Recreation Complex

Company	Armstrong Group INC	Address	490 Bishops Lodge Road		
Address	2415 Princeton DR NE	City	Santa Fe	State	NM
City	Albuquerque	State	NM		
Phone	505-899-0089	Date of Plans	5-25-2021		
		Architect	Armstrong Group INC		

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

## FT Marcy Recreation Complex Reroof and skylight installation

### GENERAL

- First Mesa Construction will conduct weekly, onsite progress meetings, and distribute meeting notes, progress photos and schedule updates to the construction team.
- The North parking lot will be used as laydown and storage, FMCI will maintain a temporary security fence around the laydown space.
- Dumpsters, temporary restrooms, construction vehicles and materials will be maintained inside the temp fence area. All construction debris will be policed daily.
- Any damage done to the existing facility parking lot due to construction activity will be repaired as part of this contract.
- Construction signage and pedestrian barricades will be maintained by FMCI.
- First Mesa Construction will coordinate interior finishes protection during roofing operations with the facility management.
- FMCI includes the cost of permitting, and CID inspection fees.
- Existing Mechanical curbs are NOT to be raised.

### ROOFING

- Roofing to include tear off and replacement per the approved construction documents.
- Modifications to existing mechanical and electrical components as needed for the re-roof operation, are included.
- No new mechanical / electrical equipment is included.
- Roof hatches, ladders, curbs and all specified components shown in the construction documents are included.
- Structural reinforcement components necessary for the roof hatch re-location will need engineer approval.

### SKYLIGHTS

- The skylight replacement over the gymnasium per plan is included.
- The new skylight sandwich panels over the pool are included

**P. O. Box 92258 • Albuquerque, New Mexico • 87199-2258  
(505) 843-8990 • Fax (505) 843-8992 • everett@firstmesa.net**



## PROPOSAL

<b>First Mesa Construction</b> <ul style="list-style-type: none"> <li>• Permit and Bonding fees included for the entire project scope. Including plan review, inspections and final closeout.</li> <li>• General requirements, supervision, and scheduling throughout the project duration.</li> <li>• General interior finishes protection against potential damage caused by roofing activity. Including specific protective measures to be taken at the pool location, GYM equipment and GYM wood flooring.</li> <li>• Existing sandwich panel demolition.</li> <li>• Demolition debris management and transportation.</li> <li>• New structural installation requirements for new sandwich panel installation.</li> <li>• Temporary weather tight enclosures at new sandwich panel installation location. ( necessary due to sandwich panel delivery schedules)</li> <li>• Supply and delivery of wood sheathing to the roofing contractor.</li> <li>• Carpentry and wood blocking supply and installation requirements at new and existing curbs, roof hatches, and 2' x 6' skylights, etc</li> <li>• New canale openings and repairs to existing as necessary.</li> <li>• Structural modifications as required for new roof hatch relocation.</li> </ul>	12 week 60 day estimated schedule	<b>\$ 253,992.17</b>
<b>DKG and Associates</b> <ul style="list-style-type: none"> <li>• Roofing complete per proposal</li> </ul>		<b>\$ 795,139.00</b>
<b>Southwest Glass and Glazing</b> <ul style="list-style-type: none"> <li>• Sandwich panel ( Major) system</li> </ul>		<b>\$ 110,669.00</b>
<b>Insulite Skylights 12 ea fixed</b>		<b>\$ 3,720.00</b>
<b>Contingency</b>		<b>\$ 8,000.00</b>
<b>Materials</b>		<b>\$ 39,505.76</b>
	<b>SUB-TOTAL</b>	<b>\$ 1,211,025.93</b>
	<b>NMGRT % 8.4375</b>	<b>\$ 102,180.31</b>
	<b>GRAND TOTAL</b>	<b>\$ 1,313,206.24</b>

**P. O. Box 92258 • Albuquerque, New Mexico • 87199-2258**  
**(505) 843-8990 • Fax (505) 843-8992 • everett@firstmesa.net**



# PROPOSAL

Respectfully Submitted \_\_\_\_\_

Per Scott Butterbaugh

*Note: This Proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.*

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

# FORT MARCY RECREATION COMPLEX REROOF

490 BISHOPS LODGE RD, SANTA FE 87501

DATE: May 25, 2021

## INDEX OF SHEETS:

C-001 COVER SHEET  
A-101 ROOF PLAN  
A-102 SKYLIGHT SECTION & ELEVATIONS  
A-501 ROOF DETAILS  
A-502 ROOF DETAILS

## CODE DATA:

REQUIRED CODES:  
2015 NEW MEXICO COMMERCIAL BUILDING CODE  
2015 NEW MEXICO EXISTING BUILDING CODE  
2015 INTERNATIONAL BUILDING CODE  
2015 INTERNATIONAL EXISTING BUILDING CODE  
2018 NEW MEXICO ENERGY CONSERVATION CODE  
2015 NEW MEXICO PLUMBING CODE  
2015 NEW MEXICO MECHANICAL CODE  
2017 NEW MEXICO ELECTRICAL CODE  
2017 NEW MEXICO ELECTRICAL SAFETY CODE  
ICC/ANSI A117.1-2003

CLASSIFICATION OF WORK: REPAIR - EXISTING FACILITY

OCCUPANT TYPE: A-3

AREA TABULATIONS:  
NEW ROOF AREA: 5,639 SF (AREAS A1+A5) + 5,836 SF (AREA B) = 10,723 SF (AREA C)  
+ 3,201 SF (AREAS D1-D5) = 26,399 SF

NEW ROOF CLASS: CLASS A-3

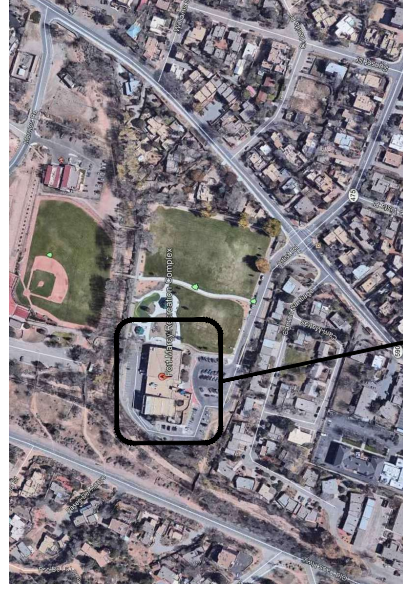
THE PROJECT CONSISTS OF REMOVAL AND REPLACEMENT OF EXISTING ROOFING SYSTEM AND INSTALLATION OF NEW ROOFING SYSTEM, AND THE REMOVAL AND REPLACEMENT OF EXISTING SKYLIGHT WINDOWS ABOVE POOL AREA.

THESE RENOVATIONS DO NOT CHANGE THE OCCUPANCY GROUP OR CONSTRUCTION TYPE WITHIN THE EXISTING BUILDING. NOR DO THEY CHANGE THE CONDITIONED OR OCCUPIED SPACES.

## SCOPE OF WORK:

THE BASE BID SCOPE INCLUDES ALL WORK ASSOCIATED WITH THE REMOVAL AND REPLACEMENT OF THE EXISTING ROOFING AND THE INSTALLATION OF A NEW PVC ROOFING SYSTEM AT ROOF AREAS A, B, C & D. SCOPE ALSO INCLUDES THE REMOVAL AND REPLACEMENT OF THE EXISTING SKYLIGHT WINDOWS ABOVE THE POOL AT ROOF AREA A.

## SITE VICINITY MAP:



FORT MARCY RECREATION COMPLEX  
490 BISHOPS LODGE RD,  
SANTA FE, NM 87501



Armstrong Group, Inc.  
PO Box 92977  
Albuquerque, NM 87119  
505.839.0093  
www.agiconsultants.com  
Building Investigation  
Design & Consulting

FORT MARCY RECREATION  
COMPLEX REROOF  
490 BISHOPS LODGE RD,  
Santa Fe, NM 87501

Date: 05/25/2021

CD Set

Drawn by: AMB

Checked by: TPL/DPA

Sheet No:

COVER SHEET

Sheet No.

C-001

of 107





Armstrong Group, Inc.  
 PO Box 92977  
 Albuquerque, NM 87119  
 505.839.0093  
 www.agiconsultants.com  
 Building Investigation  
 Design & Consulting

**FORT MARCY RECREATION  
 COMPLEX REEROOF  
 Santa Fe, NM 87501**

DATE: 8/28/2021

CD Set

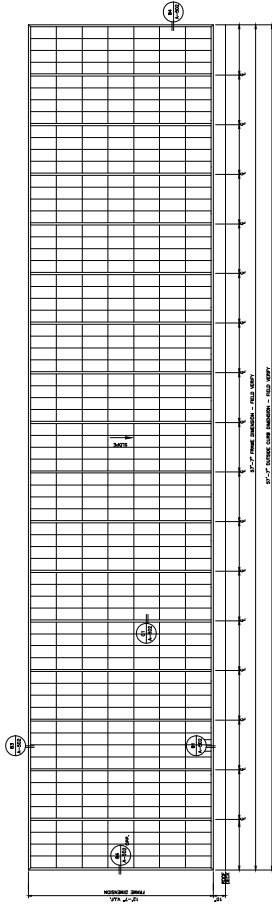
Drawn by: AMB  
 Checked by: TP/DRA

**SKYLIGHT  
 SECTIONS &  
 ELEVATIONS**

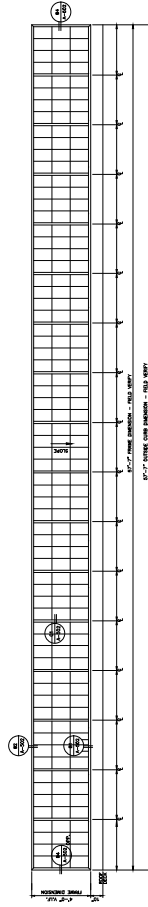
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**A-102**

OF 107



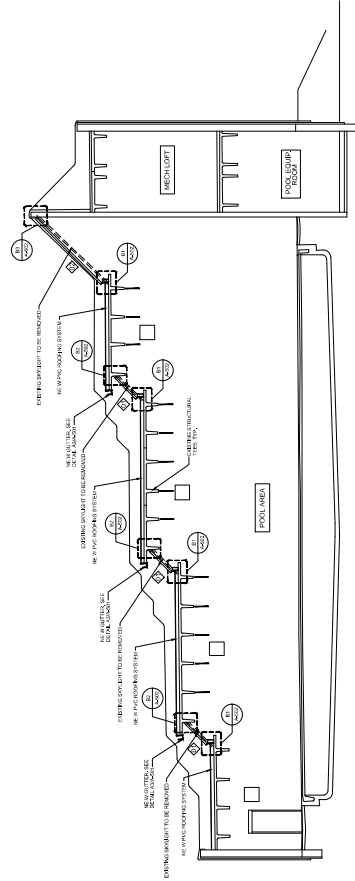
ELEVATION 02



ELEVATION 01

**2 SKYLIGHT ELEVATIONS**

A-102 N.T.S.



**1 PARTIAL BUILDING SECTION**

A-102 1/8" = 1'-0"

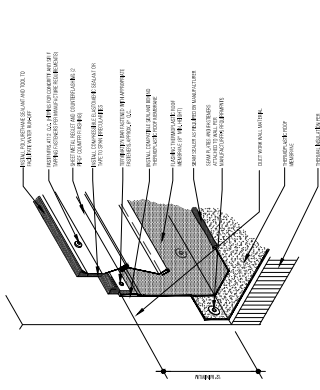
Date: 5/28/2021

Drawn by: ANIG  
 Checked by: THODRA

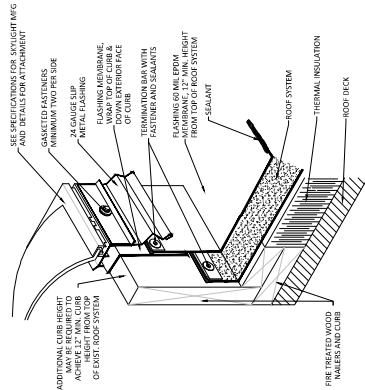
Sheet Title: ROOF DETAILS

**ROOF DETAILS**

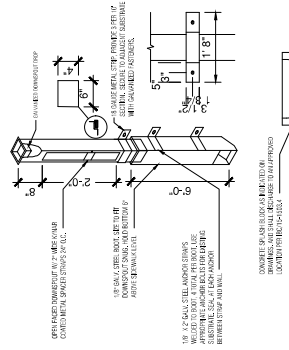
Sheet No: **A-501**  
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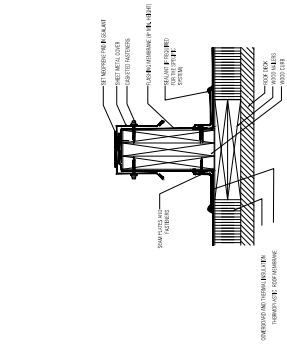
**61** ROOF FLASHING



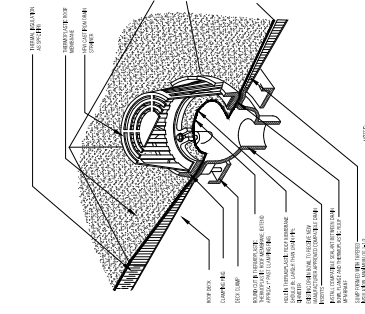
**62** EXISTING FLASHING



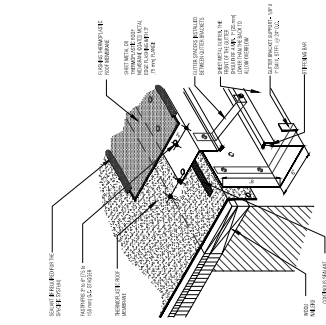
**63** DOWNSPOUT W/ BOOT & GUTTER/OUTLET



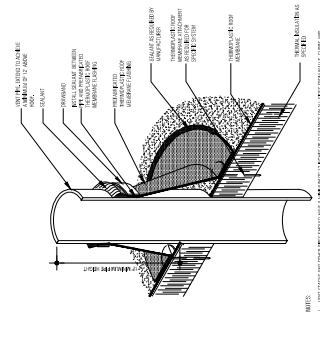
**64** WAKE CURB



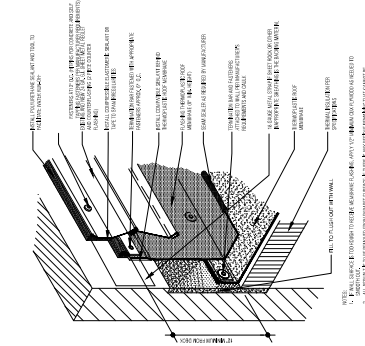
**65** PRIMARY ROOF DRAIN



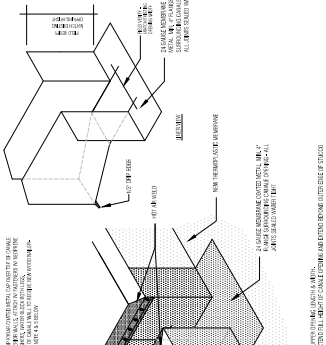
**66** GUTTER DETAIL



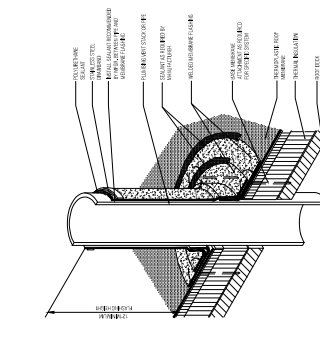
**67** DISCONTINUED PIPE FLASHING



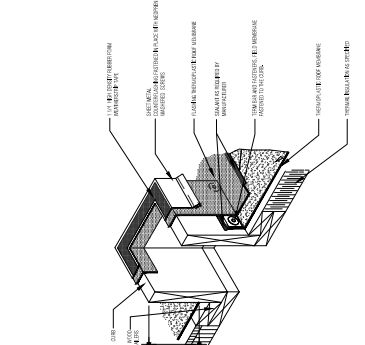
**68** NEW WALL FLASHING



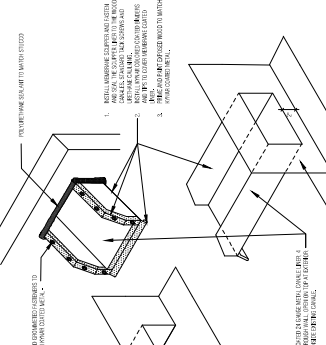
**69** MEMBRANE COATED CANALE LINER



**69** NEW DISCONTINUED PIPE FLASHING



**70** MEMBRANE CURB



**71** CANALE AND LINER



Armstrong Group, Inc.  
 PO Box 92977  
 Albuquerque, NM 87199  
 505.839.0093  
 www.agiconsultants.com  
 Building Investigation  
 Design & Consulting

# FORT MARCY RECREATION 490 Bishops Lodge Rd, Santa Fe, NM 87501

Date: 5/28/2021

CD Set

Drawn by: AMB

Checked by: TP/DRA

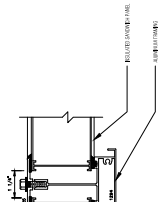
Sheet Title

## ROOF DETAILS

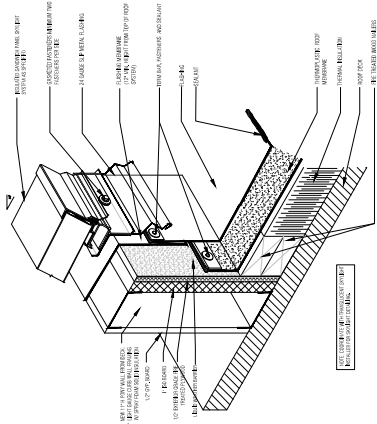
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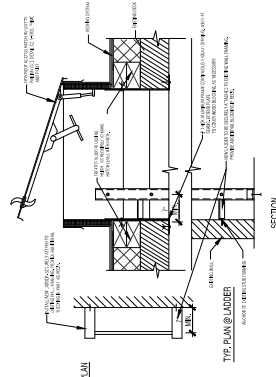
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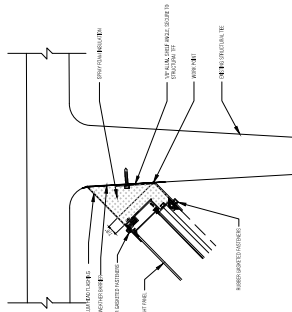
**C** SECTION RAFTER DETAIL



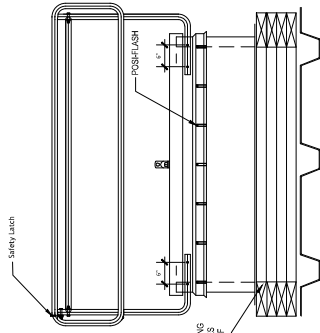
**B** SECTION CURB FLASHING



**A** ROOF HATCH WITH LADDER

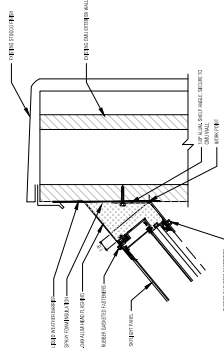


**B2** SECTION LIGHT HEAD DETAIL

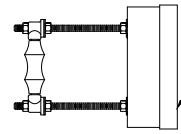


**B3** SECTION LIGHT HEAD DETAIL  
 BASIS OF DESIGN: ROOF HATCH FALL PROTECTION  
 SAFETY FORK BY SUPPLYING UP-ON-APPROACH GOAL

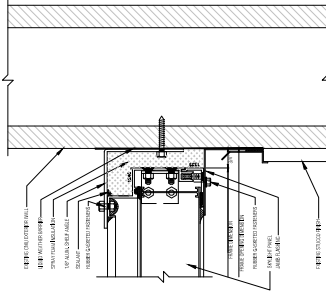
**B3** ROOF HATCH SAFETY RAMMUS



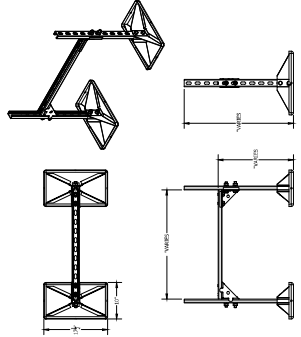
**B4** SECTION LIGHT HEAD DETAIL



**B5** SECTION LIGHT HEAD DETAIL



**B6** SECTION JAMB DETAIL



**B7** SECTION JAMB DETAIL

THIS DOCUMENT IS THE PROPERTY OF ARMSTRONG GROUP, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF ARMSTRONG GROUP, INC. THE USER OF THIS DOCUMENT AGREES TO HOLD ARMSTRONG GROUP, INC. HARMLESS FROM AND AGAINST ALL LIABILITY, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DOCUMENT.

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3

2

1

Fort Marcy Re-Roof and Skylight Replacement

ID	Task Name	Start	Finish	Qtr 3	Qtr 4	2022	Qtr 1
1	<b>This schedule will be verified for accuracy once the Notice to Proceed is received</b>						
2	<b>Material delivery dates are subject to change from product manufactures with little to no notice, the delivery dates included in this schedule are considered estimated "best case"</b>						
3	<b>A detailed bi-weekly "look ahead" schedule will be maintained and discussed at the weekly progress meeting</b>						
4	<b>This schedule does not include weather delay contingency. Any weather delays will be documented on a day to day basis with the owner and AGI</b>						
5	Notice to Proceed	Mon 8/16/21	Mon 8/16/21	8/16	8/16		
6	Notice to Proceed all Subcontractors	Mon 8/16/21	Mon 8/16/21	8/16	8/16		
7	Subcontractor AIA contracts	Mon 8/16/21	Fri 8/20/21	8/16	8/20		
8	Roofing Submittal Package Turned into FMCI	Mon 8/16/21	Wed 8/25/21	8/16	8/25		
9	Major Industries Natatorium Skylight Material Package Turned in to FMCI	Fri 9/3/21	Fri 9/3/21	9/3	9/3		



Fort Marcy Re-Roof and Skylight Replacement

ID	Task Name	Start	Finish	2022	
				Qtr 3	Qtr 4
10	Major Industries Natatorium Skylight Material Package Turned in to AGI on or before	Fri 9/3/21	Fri 9/3/21	9/3	9/3
11	Major Industries Natatorium Skylight Material Submittal Package approved for ordering	Fri 9/10/21	Fri 9/10/21	9/10	9/10
12	Major Industries Natatorium Skylight Materials Ordered on or before Sept 15 , est 10 week delivery	Wed 9/15/21	Wed 9/15/21	9/15	9/15
13	PROJECTED DELIVERY date of Major Industries Natatorium Skylight Installation	Mon 11/29/21	Mon 11/29/21		11/29
14	Roofing Material Submittal package turned in to AGI for Approval	Fri 8/27/21	Fri 8/27/21	8/27	8/27
15	FMCI materials and insulite, Gymnasium fixed skylight submittals turned in to AGI for approval	Fri 8/27/21	Fri 8/27/21	8/27	
16	Roofing materials, insulite fixed Gymnasium skylight and FMCI material submittal approved and returned to FMCI for ordering	Fri 9/3/21	Fri 9/3/21	9/3	9/3
17	Roofing materials and insulite Gymnasium skylight material order on	Mon 9/6/21	Mon 9/6/21	9/6	9/6
18	ESTIMATED Roofing materials delivery	Mon 10/11/21	Mon 10/11/21		10/11
19	Mobilization and material stock	Mon 10/11/21	Fri 10/15/21		10/11
20	Temp fence and portable restroom placement	Mon 10/11/21	Fri 10/15/21		10/11



Fort Marcy Re-Roof and Skylight Replacement

ID	Task Name	Start	Finish	2022		
				Qtr 3	Qtr 4	Qtr 1
21	Roofing tear off and replacement	Tue 10/12/21	Fri 1/21/22	10/12		1/21
22	Interior finish protection in general, but specifically at Natatorium, Gym and Gym floor as required	Mon 10/11/21	Fri 1/21/22	10/11		1/21
23	Unidentified work progress	Mon 12/20/21	Fri 12/31/21		12/20	12/31
24	Roofing - associated carpentry/wall and curb mods	Tue 10/12/21	Fri 1/21/22	10/12		1/21
25	Roof ladder and hatch installations to be scheduled along with roof area of influence under construction	Tue 10/12/21	Fri 1/21/22	10/12		1/21
26	Existing sandwich panel system demo at Natatorium	Tue 10/12/21	Wed 12/1/21	10/12	12/1	
27	Structural mods for new sandwich panel installation at Natatorium	Tue 10/12/21	Wed 12/1/21	10/12	12/1	
28	New sandwich panel installation at Natatorium	Wed 12/1/21	Mon 1/10/22		12/1	1/10
29	Final inspection and clean up	Tue 1/25/22	Fri 1/28/22			1/25 1/28
30	De-mobilize	Mon 1/24/22	Fri 1/28/22			1/24 1/28





State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
45 Vendors

Number: 00-00000-20-00110

Amendment No.: Two

Term: July 1, 2020 – June 30, 2022

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: Michael Saavedra

Telephone No.: 505-372-8489

Email: Michael.Saavedra@state.nm.us

**Invoice:**  
As Requested

Title: **General Construction Services - Statewide**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2021 to June 30, 2022 at the same price, terms and conditions.**

**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**

*Valerie Paulk*

Date:3/31/2021

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

## Certificate Of Completion

Envelope Id: BCA8D71304BF4ED1B0932C3E0D419360	Status: Completed
Subject: Please DocuSign: SPD SPA	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Clarke Fountain
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	ClarkeJ.Fountain@state.nm.us
	IP Address: 174.237.135.68

## Record Tracking

Status: Original 3/31/2021 9:53:13 AM	Holder: Clarke Fountain ClarkeJ.Fountain@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

## Signer Events

Signature	Timestamp
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 3/31/2021 9:54:22 AM Viewed: 3/31/2021 9:54:33 AM Signed: 3/31/2021 9:54:40 AM
Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.68	

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	<i>MS</i>	Sent: 3/31/2021 9:54:41 AM Viewed: 3/31/2021 11:20:01 AM Signed: 3/31/2021 11:20:20 AM
Signature Adoption: Pre-selected Style Using IP Address: 174.237.128.217		

### Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM  
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	<i>Valerie Paulk</i>	Sent: 3/31/2021 11:20:22 AM Viewed: 3/31/2021 11:26:21 AM Signed: 3/31/2021 11:27:14 AM
Signature Adoption: Pre-selected Style Using IP Address: 174.237.133.74 Signed using mobile		

### Electronic Record and Signature Disclosure:

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## In Person Signer Events

Signature

Timestamp

## Editor Delivery Events

Status

Timestamp

## Agent Delivery Events

Status

Timestamp

## Intermediary Delivery Events

Status

Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	3/31/2021 11:26:21 AM
Signing Complete	Security Checked	3/31/2021 11:27:14 AM
Completed	Security Checked	3/31/2021 11:27:14 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor  
(45) Vendors

Telephone:

Price Agreement Number: 00-00000-20-00110

Price Agreement Amendment No.: One

Term: July 1, 2020 – June 30, 2021

Ship To:  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law

Invoice:  
As Requested

Procurement Specialist: Michael Saavedra MS

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction 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:**

**Add two vendors to the Price Agreement.**

**See Attached pages for vendor information and pricing.**

**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**

*Valerie Paulk*  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 07/20/20

X **This Amendment was signed on behalf of the State Purchasing Agent**

JSZ

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: **00-00000-20-00110**  
**Amendment No.: One**

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Vendor

(BR) 0000049445

ESA Construction, Inc.

3435 Girard Blvd. NE

Albuquerque, NM 87107

(505) 884-2171

spannell@esaconstruction.com

Payment Terms: Net 30

Delivery: As required by contracts or purchase orders

(BS) 0000138553

Nine Degrees Construction, LLC

101 Maguey Ct. Suite 2

Sunland Park, NM 88063

(915) 526-8739

cesarm@nine-degrees.com

Payment Terms: Net 30

Delivery:

Item	Approx. Qty.	Unit	Article and Description			
001	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$61.25	\$51.75	\$56.50	

Item	Approx. Qty.	Unit	Article and Description			
002	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$72.25	\$72.25	\$72.25	

Item	Approx. Qty.	Unit	Article and Description			
003	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$54.00	\$54.00	\$54.00	\$54.00	
(BS)			\$46.25	\$46.25	\$46.25	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: **00-00000-20-00110**  
**Amendment No.: One**

Item	Approx. Qty.	Unit	Article and Description			
004	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$72.00	\$72.00	\$72.00	\$72.00	
(BS)			\$50.30	\$50.30	\$50.30	

Item	Approx. Qty.	Unit	Article and Description			
005	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$38.00	\$38.00	\$38.00	\$38.00	
(BS)			\$32.20	\$32.20	\$32.20	

Item	Approx. Qty.	Unit	Article and Description			
006	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$45.00	\$45.00	\$45.00	\$45.00	
(BS)			\$40.10	\$40.10	\$40.10	

Item	Approx. Qty.	Unit	Article and Description			
007	1	Hr.	Projects OVER Sixty Thousand (\$60,000.00) Superintendent, regular hours.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$61.25	\$51.75	\$56.50	

Item	Approx. Qty.	Unit	Article and Description			
008	1	Hr.	Projects OVER Sixty Thousand (\$60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$72.25	\$72.25	\$72.25	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: **00-00000-20-00110**  
**Amendment No.: One**

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Item	Approx. Qty.	Unit	Article and Description			
009	1	Hr.	Projects OVER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$54.00	\$54.00	\$54.00	\$54.00	
(BS)			\$46.25	\$46.25	\$46.25	

Item	Approx. Qty.	Unit	Article and Description			
010	1	Hr.	Project OVER Sixty Thousand (\$60,000.00) Journey or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$72.00	\$72.00	\$72.00	\$72.00	
(BS)			\$50.30	\$50.30	\$50.30	

Item	Approx. Qty.	Unit	Article and Description			
011	1	Hr.	Project OVER Sixty Thousand (\$60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$38.00	\$38.00	\$38.00	\$38.00	
(BS)						

Item	Approx. Qty.	Unit	Article and Description			
012	1	Hr.	Project OVER Sixty Thousand (\$60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$45.00	\$45.00	\$45.00	\$45.00	
(BS)			\$40.10	\$40.10	\$40.10	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: **00-00000-20-00110**  
**Amendment No.: One**

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Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other
Vendor:	Unit Price		
(BR)	\$0.00		
(BS)	\$0.00		

Item	Approx. Qty.	Unit	Article and Description
014		%	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:	Unit Price		
(BR)	0%		
(BS)	2%		

Item	Approx. Qty.	Unit	Article and Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.
Vendor:	Unit Price		
(BR)	\$130.00		
(BS)	\$100.00		

Item	Unit	Article and Description			
016	Mileage	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. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.			
Vendor:	Physical Address	Company Name	Address	City/Zip	Unit Price
(BR)	Main: 3435 Girard Blvd. NE, ABQ, NM 87107; 645 El Molino Blvd. Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE/645 El Molino Blvd.	Albuquerque/Las Cruces	\$0.85
(BS)	101 Maguey Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguey Ct. 2	Sunland Park, NM 88063	\$0.65

\*\*\* 16 Items Total \*\*\*



# State of New Mexico General Services Department Statewide Price Agreement

**Awarded Vendors:**  
43 Vendors – Starting on page 6

Price Agreement Number: 00-00000-20-00110

Payment Terms: See page 6

F.O.B.: Destination

Delivery: See page 6

**Ship To:**  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Michael Saavedra MS

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

**Invoice:**  
As Requested

Title: **General Construction Services - Statewide**

Term: **July 1, 2020 thru June 30, 2021**

**This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

Valerie Paulk  
New Mexico State Purchasing Agent

Date: 6/26/2020

**x This Agreement was signed on behalf of the State Purchasing Agent**

JS&

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

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**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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

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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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

Page-4

**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: <https://bewellnm.com>.

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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

Page-5

**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 of 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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

**Awarded Vendors:**

(AA) 0000139642

AGM Konstruction LLC  
1570 Pacheco Street, Suite E-6  
Santa Fe, NM 87505  
505-429-6072 or 505-365-2922  
ambrose@AGMKonstruction

Payment Terms: 30 days  
Delivery: FOB - Job Site

(AB) 0000053415

Advanced Environmental Solutions, Inc.  
2318 Roldan Drive  
Belen, NM 87002  
505-861-1700  
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401

All-Rite Construction, Inc.  
dba RITECON  
539 Oliver Ross Drive NW  
Albuquerque, NM 87121  
505-344-7663  
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253

Allied Electric, Inc.  
2859 Cerrillos Road  
Santa Fe, NM 87507  
mailing: PO Box 28430  
Santa Fe, NM 87592-8430  
505-438-8899  
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601

Anchorbuilt, Inc.  
PO Box 27688  
Albuquerque, NM 87125  
505-342-2452  
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277

B & D Industries, Inc.  
9720 Bell Avenue SE  
Albuquerque, NM 87123  
505-299-4464  
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

(AG) 0000146366  
Barnsley Construction, LLC  
4900 Hawkins Street  
Albuquerque, NM 87109  
505-856-5576  
rayc@barnsleyconstruction.com

Payment Terms: Net 30  
Delivery: FOB Destination

(AH) 0000146367  
Miguel Contreras  
dba C R M Construction  
413 Burma Drive NE  
Albuquerque, NM 123  
505-974-1869  
miguel.crmconstruction@gmail.com

Payment Terms: Net 30  
Delivery: As Requested

(AI) 0000051994  
Classic Industries, Inc.  
PO Box 434  
Dona Ana, NM 88032  
575-523-2053  
classic.industries@comcast.net

Payment Terms: Net 30  
Delivery: 5 days from Notice to Proceed

(AJ) 0000138100  
Consolidated Builders of NM LLC  
PO Box 26785  
Albuquerque, NM 87125  
505-873-6139  
consolidatedbuilders@comcast.net

Payment Terms: Net 30  
Delivery: As requested

(AK) 0000116075  
Davenport Construction Management LLC  
141 Camino de las Crucitas  
Santa Fe, NM 87501  
505-660-7105  
mitch@dcmnm.com

Payment Terms: net 30  
Delivery: As Requested

(AL) 0000012754  
FacilityBUILD, Inc.  
5904 Florence Ave, NE  
Albuquerque, NM 87113  
505-828-0060  
camkilocup@facilitybuild.com

Payment Terms: Net 30  
Delivery: As Required

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

(AM) 0000079938

Facility Solutions Group  
8340 Burnham Road, Suite 300  
El Paso, TX 79907  
915-307-3386  
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596

First Mesa Construction, Inc.  
8819 Second Street NW  
Albuquerque, NM 87114  
505-843-8990  
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692

Franken Construction Co., Inc.  
1025 Douglas Avenue  
Las Vegas, NM 87701  
505-554-1481 or 505-429-1962  
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas,  
NM 87701

(AP) 0000090285

GM Emulsion, LLC  
5935 Agua Fria  
Santa Fe, NM 87507  
505-471-9981  
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388

GME General Building LLC  
5935 Agua Fria  
Santa Fe, NM 87507  
505-471-9981  
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470

HEI, Inc.  
PO Box 31310  
Albuquerque, NM 87190  
505-880-1819  
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

(AS) 0000049140

Handiwork, Inc.  
4425 Juan Tabo Blvd NE, #208  
Albuquerque, NM 87111  
505-239-5575  
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321

Jack B. Henderson Construction Co., Inc.  
501 Eubank Blvd. SE  
Albuquerque, NM 87123  
505-292-8955  
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684

JRM Construction Co, LLC  
2620 Via Berrenda  
Santa Fe, NM 87505  
505-920-9768  
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051

La Mesilla Construction, LLC  
98 County Road 119  
Española, NM 87532  
505-927-6513  
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206

Lone Mountain Contracting, Inc.  
125 Bosque Farms Blvd.  
Bosque Farms, NM 87068  
505-869-2996  
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms  
NM 87068

(AX) 0000050594

Longhorn Construction Services, Inc.  
9208 Lona Lane NE  
Albuquerque, NM 87111  
505-858-1360  
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795

Lynco Electric Co. Inc.  
1520 West Amador  
Las Cruces, NM 88005  
575-523-9066  
lyncoelec Nathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

(AZ) 0000070502

Mans Construction, Inc.  
1996 S Valley Drive  
Las Cruces, NM 88005  
575-644-5011  
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of  
undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272

Mechanical Controls Solutions  
dba MCS  
4020 Vassar Drive NE, Suite B  
Albuquerque, NM 87107  
505-888-1616  
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491

Mevacon LLC  
1207 Scoggins  
Las Cruces, NM 88005  
575-524-0327  
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376

Mick Rich Contractors, Inc.  
8401 Firestone Lane, NE  
Albuquerque, NM 87113  
505-823-9782  
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378

Nieto Custom Builders  
428 Candie Lane  
Corrales, NM 87048  
505-270-1346  
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941

Northeastern Construction Company  
925 Mills Ave  
Las Vegas, NM 87701  
505-454-8143 or 505-426-7585  
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

(BF) 0000114869

Pluma, LLC  
6301 4th Street NW, Suite 1  
Albuquerque, NM 87107  
505-345-0755  
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577

QA Engineering  
1409 Ortiz Drive SE  
Albuquerque, NM 87108  
505-338-7092 or 505-250-8663  
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517

R and M Construction LLC  
PO Box 1026  
Alcalde, NM 87511  
505-927-2027  
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923

Road Runer Plaster & Drywall LLC  
3272 Ojos De Jo  
Santa, Fe, NM  
505-670-3426  
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789

SDV Construction, Inc.  
8912 Adams St. NE  
Albuquerque, NM 87113  
505-883-3176  
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453

Sanchez Demolition, Inc.  
PO Box 721  
Bosque, NM 87006  
505-864-7551  
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: **00-00000-20-00110**

(BL) 0000146352

Snyder Construction  
5800 San Francisco Rd NE  
Albuquerque, NM 87109  
505-923-3181

Payment Terms: Net 30

Delivery: Destination

zsnyder@snyder-const.com or tmcmain@snyder-const.com

(BM) 0000051414

WWRC, Inc.  
1716 W. 7th  
Clovis, NM 88101  
575-769-2618

Payment Terms: net 30 days

Delivery: as requested

wwrc@wwrcinc.com or ricky@wwrcinc.com

(BN) 0000009760

Weil Construction, Inc.  
3344 Princeton Dr. NE  
Albuquerque, NM 87107  
505-899-3535

Payment Terms: Net 30

Delivery: Delivery

chris@weilconstruction.com

(BO) 0000048657

Welch's Boiler Service, Inc.  
6060 Isleta Blvd S.W.  
Albuquerque, NM 87105  
505-877-0356

Payment Terms: Net 30

Delivery: TBD, Job site.

welchsboiler@comcast.net or keith.welch99@comcast.net

(BP) 0000052947

Western Mechanical Co.  
DBA/Western Mechanical HVAC & Plumbing  
3301 Girard Blvd NE  
Albuquerque, NM 87107  
505-341-4458 or 505-948-3800

Payment Terms: 30 Days

Delivery: Hand Delivery

westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

(BQ) 0000050416

White Sands Construction, Inc.  
1700 10th Street  
Alamogordo, NM 88310  
575-437-7816

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo,  
NM 88310

catlin@whitesandsconstruction.com

*Original - File*



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

**BUSINESS REGISTRATION**

**Business Name:** FIRST MESA CONSTRUCTION INC  
DBA: FIRST MESA CONSTRUCTION  
INC

**Business Location:** 8819 SECOND ST NW  
ALBUQUERQUE, NM 87114

**Owner:** FIRST MESA CONSTRUCTION INC

**License Number:** 226466

**Issued Date:** June 14, 2021

**Expiration Date:** June 14, 2022

**CRS Number:** 02-331855-004

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor -  
General

**Fees Paid:** \$10.00

FIRST MESA CONSTRUCTION INC  
PO BOX 92258  
ALBUQUERQUE, NM 87199

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**



## DESCRIPTIONS (Continued from Page 1)

Subrogation in favor of the same, when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: First Mesa Construction, LLC

Procurement Title: Ft Marcy Roof and Skylights

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/Facilities Division Staff Name Caryn Grosse

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Caryn Grosse Facilities Project Administrator 6/28/2021

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

Fran Dunaway Chief Procurement Officer Jun 30, 2021  
Fran Dunaway (Jun 30, 2021 14:41 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 any resulting contract.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202776

Contractor: First Mesa Construction, LLC

Description: **Service Agreement in the Total Amount of \$1,444,526.87 to Replace Ft Marcy Roof and Skylights**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: upon approval Term End Date: June 30, 2022

Approved by Council Date: \_\_\_\_\_

### **Contract / Lease: Original Contract**

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)  
**Original contract to replace roof and skylights at Ft Marcy.**

3. **Procurement History: SWPA # 00-00000-20-00110 General Construction Services Statewide**

Frank DeLuca  
Frank DeLuca (Jun 30, 2021 14:41 MDT)

Jun 30, 2021

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Procurement Issued utilizing a SWPA.

4. **Funding Source:** CIP BOND GRT18FMD 335.359980.520100

**Org / Object:** \_\_\_\_\_

Andy Hopkins  
Andy Hopkins (Jun 30, 2021 14:18 MDT)

Jun 30, 2021

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Caryn Grosse Phone # 955-5938

Email: clgrosse@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

# City of Santa Fe, New Mexico

# memo

**Date:** June 16, 2021

**To:** Public Works-Public Utilities Committee / Finance Committee

**From:** Jonathan M. Montoya, SOS Section Manager <sup>JM</sup>  
Michael R. Moya, T&D Section Manager <sup>MRM</sup>  
Bill Huey, Water Division Engineer Associate <sup>BH</sup>

**Via:** Jesse D. Roach, Water Division Director <sup>JR</sup>  
Shannon Jones, Public Utilities Department Director <sup>SJ</sup>

**RE:** Request to award bid number '21/37/B for the FY 20122 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC. ; Request approval of a BAR- Budget Increase in the amount of \$542,188.

## **ITEM AND ISSUE:**

The Water Division requests award of bid number '21/37/B for the City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for \$250,000.00 plus NMGR to each Contractor, per Fiscal Year. The Water Division is asking approval of a Budget Increase for FY 2022 to fund both contracts for FY 2022

## **BACKGROUND AND SUMMARY:**

The City Wide Water Utility Construction Contract is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. The contract is funded with \$250,000 from Transmission and Distribution for work on their infrastructure and with \$250,000 from Source of Supply for work on their infrastructure. Therefore, the initial Contract amount is limited to \$500,000.00 plus New Mexico Gross Receipt Tax (NMGR) per Fiscal Year.

This is was multi-contractor award ITB to set the applicable Bid Items for future work. Each Bid Amount exceeds funding for the contract and was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 3, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of \$905,523.00 plus NMGR was submitted by A.A.C. Construction, LLC. A second acceptable bid was submitted by Sub Surface Contracting, Inc. for \$1,169,311.25. A summary of the bids is provided below:

<b>Bidders</b>	<b>Total Bid without NMGR</b>	<b>Bid Including Veterans preference without NMGR</b>
Engineer's Estimate	\$699,249.70	
A.A.C. Construction, LLC	\$905,523.00	
Sub Surface Contracting, Inc.	\$1,169,311.25	\$1,075,749.79

**CONTRACT NUMBER:**

The FY22 Munis contract number:  
 Sub Surface Contracting # 3202777  
 A.A.C Construction # 3202778.

**FUNDING SOURCE:**

The funding source is:  
 Water Enterprise Cash Balance/ CIP

**FY 2022**

**Fund Name/Number:** Water Enterprise Fund/ 500  
**Munis Org Name/Number:** Water CIP / 5050395  
**Munis Object Name/Number:** WIP Construction / 572970

**RECOMMENDATION:**

The Water Division recommends:

- Review and approval of award of contracts to A.A.C Construction, LLC and Sub Surface Contracting, Inc. for the City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 under ITB No. '21/37/B for \$250,000.00 + NMGR per Contractor, per Fiscal Year.
- Approval of the BAR – Budget Increase in the amount of \$542,188 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.
- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval at the July 6, 2021 meeting and to the Governing Body for their final consideration and approval at the July 14, 2021 meeting.

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Water/CIP					DATE 6/17/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>	
Water CIP WIP Construction	5050395	572970	WTR1950536	542,188		
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>	

**JUSTIFICATION:** *(use additional page if needed)*  
 --Attach supporting documentation/memo

	\$ 542,188	\$ -
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Budget Increase from Cash Balance in Water Enterprise Fund for City Wide Construction

Price Agreements Award of Bid 21/37/B to A.A.C Construction and Sub Surface for

FY 2022

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(542,188)
<b>TOTAL:</b>	<b>(542,188)</b>

Maya Martinez Prepared By {print name}	6/17/2021 Date	<i>{Use this form for Finance Committee/          City Council agenda items ONLY}</i>	Andy Hopkins Budget Officer
Division Director Signature {optional}	Date	<b>CITY COUNCIL APPROVAL</b> City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/>	Finance Director {≤ \$5,000}
Department Director Signature	Date	Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	City Manager {≤ \$60,000}



## City of Santa Fe Central Purchasing Office

### Price Agreement

**Awarded Contractor(s):**

- 1) Sub Surface Contracting, Inc.
- 2) A.A.C. Construction, LLC.

**Price Agreement Number:****Payment Terms: Net 30****Ship To:****All City of Santa Fe Departments and Political  
Subdivisions allowed by Law****F.O.B.: Destination****Invoice To:****City of Santa Fe  
Accounts Payable  
PO Box 909  
Santa Fe, NM 87504-0909****Term: July 1, 2021 to June 30, 2025****Delivery: As requested by Department****Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057**

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

**Instructions to Supplier:**

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

**Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909****Instructions to Requesting Department:**

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

**This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.  
Terms and Conditions**

**General:** When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

**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.

**Assignment:**

- a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Chief Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.
- 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 agreement are hereby assigned to the City.

**City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

**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 Contractor's risk and expense, promptly after notice of rejection.

**Inspection of Plant:** The Chief Procurement Officer 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.

**Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. 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 of merchantability.**

**Taxes:** The unit price shall exclude all state taxes.

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

**Non-Collusion:** In signing this bid the Contractor 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 Chief Procurement Officer or his/her designee.

**Nondiscrimination:** Contractor doing business with the City 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).

**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.

**Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

**Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the Requesting Department in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**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.

**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 Requesting Department. 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 Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

**Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the City.

**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 City. The City 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 City to recover excessive or illegal payments.

**Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

## ARTICLES

### **Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public 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 City's Chief Procurement Officer, his/her designee or the Requesting Department 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**

Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor'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 City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

### **Article V – Termination**

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. Contractor shall give the 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.

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 City’s Chief procurement Officer 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 City’s Chief procurement Officer 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 City, 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 hold 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.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker’s Compensation.

**Article VIII – Issuance of 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 item(s) price schedule hereto attached are firm.

**Article XI – Wage Rates**

Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars (\$60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item# \_\_\_\_\_  
Munis Contract# \_\_\_\_\_

**CITY OF SANTA FE**  
**ON CALL CITY-WIDE WATER UTILITY**  
**CONSTRUCTION & REPAIR**  
**PRICE AGREEMENT, CIP # 3057**

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**, hereinafter referred to as the “City,” and **SUB SURFACE CONTRACTING, INC. AND A.A.C. CONSTRUCTION**, 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 the following work:
- 1) The Contractor shall perform all the work required by Water Division, as required, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.
  - 2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.
  - 3) The Contractor shall provide and keep at the work site, a complete “as-built” record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual “as-built” conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show “as-built” conditions, Contractor shall prepare sketches which delineate the necessary “as-built” information. City shall furnish two (2) sets of all paper “blue-line” print “approved” drawings for use in accomplishing specified mark-up. Final “as-built” drawings shall be delivered to City by Contractor upon completion of the work.
  - 4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.
  - 5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

- 6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

**2. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed **BASED UPON THE ATTACHED PRICE SHEETS**, such compensation not to exceed two hundred and fifty thousand dollars (\$250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars (\$21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars (\$1,084,376.). 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. Payment in future fiscal years 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 fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

E. The 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, 2025** 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. Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

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

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

**8. Assignment.**

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

**9. Subcontracting.**

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

**10. Release.**

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

**11. Confidentiality.**

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

**12. Product of Service -- Copyright.**

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

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

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

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

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

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

**14. Amendment.**

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

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

**15. Change Orders.**

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

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

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

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

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

**16. 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.

**17. Entire Agreement.**

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

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. Other Insurance**

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

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

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

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

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

**24. 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

**25. 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.

**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. 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.

**28. 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.

**29. 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:  
Public Utilities Department  
Water Division  
801 W. San Mateo  
Santa Fe, NM 87504

To the Contractor:  
Sub Surface Contracting Inc.  
27A Paseo de River  
Santa Fe, NM 87507

**30. 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:

\_\_\_\_\_  
KRISTINE BUSTOS MIHIELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Jun 16, 2021 16:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

5050395.572970 AJH  
Org. Name/Org# AJH

WTR1950536

**CONTRACTOR:**

SUB SURFACE CONTRACTING INC.

[Signature]  
NAME

GENERAL MANAGER  
TITLE

DATE: 6-17-2021

CRS# 02104256000  
Registration # 46991

# **PRICE SHEETS**

Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price
<b>Construction Items</b>					
5	35	LF	2" PVC Water Main , cip. all lengths	\$30.00	\$1,050.00
10	35	LF	4" PVC Water Main , cip. <1 00'	\$36.00	\$1,260.00
15	100	LF	4" PVC Water Main , cip. >1 00'	\$34.00	\$3,400.00
20	50	LF	6" PVC Water Main. cip. <1 00'	\$42.00	\$2,100.00
25	150	LF	6" PVC Water Main, cip. <1 00'	\$39.00	\$5,850.00
30	75	LF	8" PVC Water Main , cip. <100'	\$48.00	\$3,600.00
35	200	LF	8" PVC Water Main , cip. >100'	\$45.50	\$9,100.00
40	35	LF	10" PVC Water Main, cip. <1 00'	\$52.00	\$1,820.00
45	100	LF	10" PVC Water Main , cip. >100'	\$49.00	\$4,900.00
50	50	LF	12" PVC Water Main, cip. <100'	\$66.75	\$3,337.50
55	150	LF	12" PVC Water Main . cip. >100'	\$64.50	\$9,675.00
60	50	LF	14" PVC Water Main , cip	\$79.00	\$3,950.00
65	50	LF	16" PVC Water Main , cip	\$97.00	\$4,850.00
70	50	LF	24" PVC Water Main, cip	\$100.00	\$5,000.00
75	35	LF	2" DI Water Main, cip. all lengths	\$0.00	\$0.00
80	50	LF	4" DI Water Main. cip. <1 00'	\$57.50	\$2,875.00
85	100	LF	4" DI Water Main , cip. >1 00'	\$56.00	\$5,600.00
90	75	LF	6" DI Water Main, cip. <1 00'	\$53.00	\$3,975.00
95	250	LF	6" DI Water Main , cip. >1 00'	\$51.00	\$12,750.00
100	75	LF	8" DI Water Main , cip. <1 00'	\$60.25	\$4,518.75
105	250	LF	8" DI Water Main , cip. >100'	\$58.00	\$14,500.00
110	35	LF	10" DI Water Main, cip. < 100'	\$65.00	\$2,275.00
115	100	LF	10" DI Water Main , cip. >100'	\$63.00	\$6,300.00
120	50	LF	12" DI Water Main , cip. <100'	\$78.00	\$3,900.00
125	100	LF	12" DI Water Main, cip. >100'	\$74.00	\$7,400.00
130	50	LF	14" DI Water Main , cip	\$87.00	\$4,350.00
135	50	LF	16" DI Water Main, cip	\$101.00	\$5,050.00
140	50	LF	24" DI Water Main , cip	\$159.00	\$7,950.00
145	75	LF	Extra Pay for Trench Depth, 6' -8'	\$8.00	\$600.00
150	50	LF	Extra Pay for Trench Depth , 8'-10 '	\$12.00	\$600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	\$30.00	\$750.00
160	20	CY	Rock Excavation	\$220.00	\$4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	\$65.00	\$19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	\$24.00	\$1,800.00
175	1000	LB	Fitting Installation	\$4.00	\$4,000.00
180	500	LB	Fitting Insertion	\$34.00	\$17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	\$75.00	\$1,875.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	\$105.00	\$5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	\$119.00	\$5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	\$121.00	\$2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	\$145.00	\$2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	\$179.00	\$3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	\$285.00	\$2,850.00
220	25	EA	4" Joint Harness	\$96.00	\$2,400.00

225	50	EA	6" Joint Harness	\$130.00	\$6,500.00
230	50	EA	8" Joint Harness	\$155.00	\$7,750.00
235	20	EA	10" Joint Harness	\$160.00	\$3,200.00
240	20	EA	12" Joint Harness	\$200.00	\$4,000.00
245	20	EA	14" Joint Harness	\$375.00	\$7,500.00
250	10	EA	16" Joint Harness	\$455.00	\$4,550.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	\$355.00	\$3,550.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	\$1,400.00	\$2,800.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	\$1,600.00	\$6,400.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	\$1,800.00	\$7,200.00
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	\$2,100.00	\$4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	\$2,300.00	\$9,200.00
285	1	EA	Tapping Sleeve w/ Tap, 20" X 4" - 20"	\$4,200.00	\$4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	\$2,500.00	\$2,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	\$3,675.00	\$3,675.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	\$4,100.00	\$4,100.00
305	2	EA	2" CL125 Gate Valves, c/p.	\$975.00	\$1,950.00
310	2	EA	4" CL125 Gate Valves, c/p.	\$1,050.00	\$2,100.00
315	5	EA	6" CL125 Gate Valves, c/p.	\$1,300.00	\$6,500.00
320	5	EA	8" CL125 Gate Valves, c/p.	\$1,825.00	\$9,125.00
325	1	EA	10" CL125 Gate Valves, c/p.	\$2,335.00	\$2,335.00
330	2	EA	12" CL125 Gate Valves, c/p.	\$2,800.00	\$5,600.00
335	1	EA	2" CL250 Gate Valves, c/p.	\$945.00	\$945.00
340	1	EA	4" CL250 Gate Valves, c/p.	\$1,925.00	\$1,925.00
345	10	EA	6" CL250 Gate Valves, c/p.	\$2,050.00	\$20,500.00
350	3	EA	8" CL250 Gate Valves, c/p.	\$2,950.00	\$8,850.00
355	1	EA	10" CL250 Gate Valves, c/p.	\$4,200.00	\$4,200.00
360	1	EA	12" CL250 Gate Valves, c/p.	\$4,625.00	\$4,625.00
365	1	EA	16" CL250 Gate Valves, c/p.	\$7,100.00	\$7,100.00
370	1	EA	20" CL250 Gate Valves, c/p.	\$16,190.00	\$16,190.00
375	1	EA	24" CL250 Gate Valves, c/p.	\$23,250.00	\$23,250.00
380	1	EA	12" CL250 Butterfly Valves, c/p.	\$2,800.00	\$2,800.00
385	1	EA	16" CL250 Butterfly Valves, c/p.	\$4,850.00	\$4,850.00
390	1	EA	20" CL250 Butterfly Valves, c/p.	\$6,700.00	\$6,700.00
395	1	EA	24" CL250 Butterfly Valves, c/p.	\$9,325.00	\$9,325.00
400	5	EA	Fire Hydrant, 5' or less bury, c/p.	\$3,125.00	\$15,625.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	\$840.00	\$1,680.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	\$1,225.00	\$1,225.00
415	1	EA	Fire Hydrant Remove & Relay	\$800.00	\$800.00
420	1	EA	Fire Hydrant Remove & Return	\$575.00	\$575.00
425	1	EA	2 1/4" Flush Hydrant	\$1,565.00	\$1,565.00
430	1	EA	2" Blow-Off Valve Installation	\$1,340.00	\$1,340.00
435	1	EA	2" Pressure Relief Valve, c/p.	\$6,830.00	\$6,830.00
440	1	EA	3" Pressure Relief Valve, c/p.	\$7,075.00	\$7,075.00
445	1	EA	4" Pressure Relief Valve, c/p.	\$8,195.00	\$8,195.00
450	1	EA	6" Pressure Relief Valve, c/p.	\$10,950.00	\$10,950.00

455	1	EA	8" Pressure Relief Valve, cip.	\$15,525.00	\$15,525.00
460	1	EA	12" Pressure Relief Valve, cip.	\$29,725.00	\$29,725.00
465	1	EA	Air & Vacuum Release Valve, 1"	\$2,950.00	\$2,950.00
470	1	EA	Air & Vacuum Release Valve, 2"	\$4,140.00	\$4,140.00
475	1	EA	Install City of Santa Fe Furnished Valve/ Meter, 2" - 4"	\$450.00	\$450.00
480	1	EA	Install City of Santa Fe Furnished Valve/ Meter, 6" - 8"	\$550.00	\$550.00
485	1	EA	Install City of Santa Fe Furnished Valve/ Meter, 10" - 12"	\$750.00	\$750.00
490	1	EA	Metered 2" Bypass - Vault Installation	\$3,185.00	\$3,185.00
495	20	EA	Valve Box, cip.	\$825.00	\$16,500.00
500	5	EA	Valve Box Replacement	\$975.00	\$4,875.00
505	5	EA	Valve Box Removal of Existing	\$450.00	\$2,250.00
510	3	EA	Valve Box Adjustment	\$625.00	\$1,875.00
515	1	EA	Valve Stem Extension, 0' - 4' Depth	\$250.00	\$250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	\$4,000.00	\$16,000.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	\$5,150.00	\$41,200.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	\$6,200.00	\$49,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	\$12,500.00	\$87,500.00
540	1	EA	Prefabricated Vault, 4' X 8'	\$8,995.00	\$8,995.00
545	1	ACRE	Native Seeding	\$2,275.00	\$2,275.00
550	1	EA	Bollards (pair)	\$1,200.00	\$1,200.00
555	18	LF	4" Steel Casing	\$95.00	\$1,710.00
560	18	LF	4" PVC Casing	\$85.00	\$1,530.00
565	18	LF	14" Steel Casing	\$225.00	\$4,050.00
570	18	LF	16" Steel Casing	\$240.00	\$4,320.00
575	18	LF	18" Steel Casing	\$275.00	\$4,950.00
580	18	LF	22" Steel Casing	\$330.00	\$5,940.00
585	18	LF	26" Steel Casing	\$400.00	\$7,200.00
590	18	LF	28" Steel Casing	\$475.00	\$8,550.00
595	18	LF	30" Steel Casing	\$425.00	\$7,650.00
600	18	LF	36" Steel Casing	\$460.00	\$8,280.00
605	50	DIA-IN- LF	Bore & Jack Casing Pipe	\$28.00	\$1,400.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	\$39.00	\$702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	\$65.00	\$1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	\$65.00	\$13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	\$95.00	\$950.00
630	10	SY	Concrete Pavement Removal & Disposal, 2" -6"	\$110.00	\$1,100.00
635	50	SY	Concrete Curb and Gutter Removal & Disposal	\$29.00	\$1,450.00
640	10	SY	Concrete Sidewalk Removal & Disposal	\$30.00	\$300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	\$75.00	\$3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	\$75.00	\$3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	\$265.00	\$13,250.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	\$265.00	\$2,650.00

665	10	SY	Replace City Street Pavement with Temporary Cold Mix	\$105.00	\$1,050.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	\$75.00	\$7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	\$75.00	\$750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	\$265.00	\$2,650.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	\$265.00	\$2,650.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	\$105.00	\$105.00
695	10	SY	Replace Concrete Pavement	\$290.00	\$2,900.00
700	50	LF	Replace Concrete Curb & Gutter	\$45.00	\$2,250.00
705	10	SY	Replace Concrete Sidewalk	\$190.00	\$1,900.00
710	10	CY	Replace Gravel Surface, 0"-2"	\$55.00	\$550.00
715	10	CY	Replace Gravel Surface, 2"-4"	\$65.00	\$650.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"-3"	\$35.00	\$5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	\$45.00	\$2,250.00
730	4	EA	Service, 3/4" Single, New Main	\$1,650.00	\$6,600.00
735	2	EA	Service, 3/4" Double, New Main	\$1,975.00	\$3,950.00
740	2	EA	Service, 1", New Main	\$1,825.00	\$3,650.00
745	1	EA	Service, 1 1/2", New Main	\$3,590.00	\$3,590.00
750	1	EA	Service, 2", New Main	\$3,970.00	\$3,970.00
755	5	EA	Service, 3/4" Single, Existing Main	\$1,650.00	\$8,250.00
760	2	EA	Service, 3/4" Double, Existing Main	\$1,975.00	\$3,950.00
765	1	EA	Service, 1", Existing Main	\$1,825.00	\$1,825.00
770	1	EA	Service, 1 1/2", Existing Main	\$3,590.00	\$3,590.00
775	1	EA	Service, 2", Existing Main	\$3,950.00	\$3,950.00
780	5	EA	Service Replacement, 3/4"	\$1,850.00	\$9,250.00
785	2	EA	Service Replacement, Double, 3/4"	\$2,100.00	\$4,200.00
790	1	EA	Service Replacement, 1"	\$1,950.00	\$1,950.00
795	1	EA	Service Replacement, 1 1/2"	\$3,750.00	\$3,750.00
800	1	EA	Service Replacement, 2"	\$4,125.00	\$4,125.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	\$1,200.00	\$3,600.00
810	1	EA	Meter Box Relocation/Replacement, 1"	\$1,400.00	\$1,400.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	\$1,600.00	\$1,600.00
820	1	EA	Meter Box Relocation/Replacement, 2"	\$1,600.00	\$1,600.00
825	5	EA	Service Transfer, 3/4"	\$625.00	\$3,125.00
830	2	EA	Service Transfer, 1"	\$725.00	\$1,450.00
835	1	EA	Service Transfer, 1 1/2"	\$825.00	\$825.00
840	1	EA	Service Transfer at Main, 2"	\$850.00	\$850.00
845	1	EA	Retire Existing Service at Main 3/4" - 2"	\$725.00	\$725.00
850	1	EA	Retire Existing Meter Box & Setting	\$525.00	\$525.00
855	1	EA	Adjust Meter Box To Grade	\$450.00	\$450.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	\$650.00	\$7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	\$775.00	\$3,100.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	\$950.00	\$2,850.00

875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	\$1,075.00	\$3,225.00
880	100	LF	Service Tubing, 3/4"	\$33.50	\$3,350.00
885	100	LF	Service Tubing, 1"	\$36.25	\$3,625.00
890	100	LF	Service Tubing, 1 1/2"	\$44.00	\$4,400.00
895	25	LF	Service Tubing, 2"	\$53.00	\$1,325.00
900	1	EA	Air and Vacuum Valve (individual)	\$2,350.00	\$2,350.00
905	1	GROUP OF 10	Air and Vacuum Valve (individual)	\$21,250.00	\$21,250.00
910	1	EA	Automatic Flushing Valve	\$6,235.00	\$6,235.00
915	\$20,000	EA	Materials Mark-Up Over Invoice	\$20,000.00	\$20,000.00
920	\$8,000	EA	Traffic Control Mark-Up Over Invoice	\$8,000.00	\$8,000.00
925	1	Allow.	Street Cut Permits	\$375.00	\$375.00
930	1	EA	Project Signs	\$450.00	\$450.00
935	10	HR	Archeological Required Delay (After 2 hrs)	\$3,750.00	\$3,750.00
940	1	LS	Archeological Required Mob/Demob	\$450.00	\$450.00
EMERGENCY REPAIR					\$
9000	175	HR	Supervisor's Truck with tools	\$35.00	\$6,125.00
9100	80	HR	Backhoe Skid Steer	\$58.00	\$4,640.00
9200	8	HR	Compressor with tools	\$55.00	\$440.00
9300	16	HR	Dump Truck	\$60.00	\$960.00
9400	4	HR	Pump	\$30.00	\$120.00
9500	300	HR	Laborer	\$43.00	\$12,900.00
9600	200	HR	Pipe Fitter	\$45.00	\$9,000.00
9700	200	HR	Equipment Operator	\$58.00	\$11,600.00
9800	175	HR	Foreman	\$70.00	\$12,250.00
9900	\$5,000	EA	Rental items Mark-Up over Invoice (multiply \$5000 x your % for item Price)	\$5,000.00	\$5,000.00
9950	\$20,000	EA	Materials Mark-Up Over Invoice (multiply \$20,000 x your % for item Price)	\$20,000.00	\$20,000.00

25

Total of all item Prices (last column)

\$1,169,311.25

Base Bid - Contractor shall be chosen based on the total of all Bid Items, Item Price, as Bid, exclusive of Gross Receipts Tax:

One Million, One hundred Sixty Nine thousand & Three hundred & eleven Dollars & Twenty Five Cents

\$1,169,311.25

(use words)

4. The Bidder agrees that:

- A. For all "normal" Work Orders (WO) the work to be performed under the WO shall commence not later than (10) consecutive calendar days after the date of written Notice to Proceed. For all "emergency" WOs the Contractor shall be on site within 4-hours.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202777

Contractor: Sub Surface Contracting

Description: City Wide Construction Price Agreement  
WTR1950536

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 7/1/21 Term End Date: 6/30/25

Approved by Council Date: Pending

**Contract / Lease: \$250,000 per FY for 4 years excluding GRT**

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)

3. Procurement History: 21/37/B June 2021

*Fran D. Roway*  
Fran D. Roway (Jul 8, 2021 10:22 MDT)

Jul 8, 2021  
Date:

Purchasing Officer Review:

Comment & Exceptions: Issued an RFP- award of PA for procuring

4. Funding Source: Water Enterprise Fund CIP

Org / Object: 5050395.572970

*Andy Hopkins*  
Andy Hopkins (Jul 6, 2021 09:41 MDT)

Jul 6, 2021  
Date:

Budget Officer Approval:

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_







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

# BUSINESS REGISTRATION

**Business Name:** SUB SURFACE CONTRACTING INC.  
DBA: SUB SURFACE CONTRACTING  
INC.

**Business Location:** 27 PASEO DE RIVER "A"  
SANTA FE, NM 87507

**Owner:** SUB SURFACE CONTRACTING INC.

**License Number:** 46991

**Issued Date:** April 01, 2021

**Expiration Date:** April 01, 2022

**CRS Number:** 02104256000

**License Type:** Business License - Renewable

**Classification:** Contractor - Specialty

**Fees Paid:** \$35.00

SUB SURFACE CONTRACTING INC.  
27 A PASEO DE RIVER  
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: 21/37/B City-Wide Water Utility Construction and Repair Price Agreement, CIP # 3057

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 Bill Huey Water Division, PUD

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

<u>Public Utilities Dept / Water Division/Bill Huey</u>	<u>Engineer</u>	<u>6/16/2021</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
<u>Fran Dunaway</u> <small>Fran Dunaway (Jul 8, 2021 10:22 MDT)</small>	<u>Chief Procurement Officer</u>	<u>Jul 8, 2021</u>
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 any resulting contract.

**Signature:** *Michael Moya*

**Email:** mrmoya@santafenm.gov

**Signature:** *Jonathan Montoya*  
Jonathan Montoya (Jun 17, 2021 13:22 MDT)

**Email:** jmmontoya@santafenm.gov



## City of Santa Fe Central Purchasing Office

### Price Agreement

**Awarded Contractor(s):**

- 1) Sub Surface Contracting, Inc.
- 2) A.A.C. Construction, LLC.

**Price Agreement Number:****Payment Terms: Net 30****Ship To:****All City of Santa Fe Departments and Political Subdivisions allowed by Law****F.O.B.: Destination****Invoice To:****City of Santa Fe  
Accounts Payable  
PO Box 909  
Santa Fe, NM 87504-0909****Term: July 1, 2021 to June 30, 2025****Delivery: As requested by Department****Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057**

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

**Instructions to Supplier:**

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

**Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909****Instructions to Requesting Department:**

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

**This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.  
Terms and Conditions**

**General:** When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

**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.

**Assignment:**

- a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Chief Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.
- 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 agreement are hereby assigned to the City.

**City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

**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 Contractor's risk and expense, promptly after notice of rejection.

**Inspection of Plant:** The Chief Procurement Officer 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.

**Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. 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 of merchantability.**

**Taxes:** The unit price shall exclude all state taxes.

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

**Non-Collusion:** In signing this bid the Contractor 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 Chief Procurement Officer or his/her designee.

**Nondiscrimination:** Contractor doing business with the City 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).

**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.

**Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

**Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the Requesting Department in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**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.

**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 Requesting Department. 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 Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

**Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the City.

**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 City. The City 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 City to recover excessive or illegal payments.

**Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

## ARTICLES

### **Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public 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 City's Chief Procurement Officer, his/her designee or the Requesting Department 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**

Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

- a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
- b. The Contractor'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 City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

### **Article V – Termination**

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. Contractor shall give the 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.

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 City’s Chief procurement Officer 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 City’s Chief procurement Officer 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 City, 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 hold 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.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker’s Compensation.

**Article VIII – Issuance of 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 item(s) price schedule hereto attached are firm.

**Article XI – Wage Rates**

Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars (\$60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item# \_\_\_\_\_  
Munis Contract# \_\_\_\_\_

**CITY OF SANTA FE**  
**ON CALL CITY-WIDE WATER UTILITY**  
**CONSTRUCTION & REPAIR**  
**PRICE AGREEMENT, CIP # 3057**

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**, hereinafter referred to as the “City,” and **A.A.C. Construction, LLC** , hereinafter referred to as the “Contractor” and is effective as of the date set forth below upon which it is executed by the Parties.

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work.**

- A. The Contractor shall perform the following work:
- 1) The Contractor shall perform all the work required by Water Division, as required, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.
  - 2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.
  - 3) The Contractor shall provide and keep at the work site, a complete “as-built” record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual “as-built” conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show “as-built” conditions, Contractor shall prepare sketches which delineate the necessary “as-built” information. City shall furnish two (2) sets of all paper “blue-line” print “approved” drawings for use in accomplishing specified mark-up. Final “as-built” drawings shall be delivered to City by Contractor upon completion of the work.
  - 4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.
  - 5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

- 6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

**2. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed **BASED UPON THE ATTACHED PRICE SHEETS**, such compensation not to exceed two hundred and fifty thousand dollars (\$250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars (\$21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars (\$1,084,376.). 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. Payment in future fiscal years 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 fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

E. The 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, 2025** 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. Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

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

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

**8. Assignment.**

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

**9. Subcontracting.**

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

**10. Release.**

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

**11. Confidentiality.**

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

**12. Product of Service -- Copyright.**

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

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

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

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

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

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

**14. Amendment.**

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

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

**15. Change Orders.**

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

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

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

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

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

**16. 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.

**17. Entire Agreement.**

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

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. Other Insurance**

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

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

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

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

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

**24. 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

**25. 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.

**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. 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.

**28. 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.

**29. 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:  
Public Utilities Department  
Water Division  
801 W. San Mateo  
Santa Fe, NM 87504

To the Contractor:  
A.A.C Construction LLC  
18 La Luna Road  
Santa Fe, NM 87507

**30. 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:

\_\_\_\_\_  
KRISTINE BUSTOS MIHIELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Jun 16, 2021 16:06 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR


5050395.572970 AJH  
Org. Name/Org#. AJH

WTR1950536

**CONTRACTOR:**

A.A.C Construction LLC

**Andrew  
Sisneros**

 Digitally signed by Andrew Sisneros  
DN: cn=Andrew Sisneros, o=A.A.C.  
Construction, LLC, ou,  
email=andrew@cnsf.net, c=US  
Date: 2021.06.18 09:44:50 -06'00'

\_\_\_\_\_  
NAME

\_\_\_\_\_  
Managing Member  
TITLE

DATE: 6-18-2021

CRS# 03-157349-00-5  
Registration # 222939

# **PRICE SHEETS**



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202778

Contractor: A.A.C Construction

Description: City Wide Construction Price Agreement  
WTR1950536

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 7/1/21 Term End Date: 6/30/25

Approved by Council Date: Pending

**Contract / Lease: \$250,000 per FY for 4 years excluding GRT**

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)

3. Procurement History: 21/37/B June 2021

*Fran D. Haway*  
Fran D. Haway (Jul 8, 2021 10:22 MDT)

Jul 8, 2021  
Date:

Purchasing Officer Review:  
Comment & Exceptions: issued an RFP - award of a PA

4. Funding Source: Water Enterprise Fund CIP

Org / Object: 5050395.572970

*Andy Hopkins*  
Andy Hopkins (Jul 6, 2021 09:41 MDT)

Jul 6, 2021  
Date:

Budget Officer Approval:  
Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C. Construction, LLC

Procurement Title: 21/37/B City-Wide Water Utility Construction and Repair Price Agreement, CIP # 3057

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 Bill Huey, PUD/Water

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

<u>Public Utilities Dept / Water Division/Bill Huey</u>	<i>Bill Huey</i>	Engineer	6/16/2021
Department Rep Printed Name (attesting that all information included)		Title	Date
<u><i>Fran Dunaway</i></u>		Chief Procurement Officer	Jul 8, 2021
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 any resulting contract.

\*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2021

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).

<b>PRODUCER</b> Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	<b>CONTACT NAME:</b> Susan Vance <b>PHONE (A/C, No, Ext):</b> (505) 881-0300 <b>E-MAIL ADDRESS:</b> svance@downeyandco.com	<b>FAX (A/C, No):</b> (505) 881-0908
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507	<b>INSURER A:</b> Donegal Insurance Group	
	<b>INSURER B:</b> New Mexico Mutual Casualty Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2021-2022


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA9030765	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b>			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	93890.105	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF SANTA FE WATER DIVISION 801 W. SAN MATEO ROAD SANTA FE NM 87505	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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of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

**10.3 EMERGENCIES**

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

**ARTICLE 11**

**INSURANCE**

**11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory
Employer's Liability	\$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: \$500,000 each occurrence; \$1,000,000 aggregate. Property damage liability: \$500,000 each occurrence; \$1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: \$500,000 each person; \$1,000,000 each occurrence. Property damage liability: \$1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

## **11.2 CITY OF SANTA FE'S LIABILITY INSURANCE**

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

## **11.3 PROPERTY INSURANCE**

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than \$25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

## **11.4 LOSS OF USE INSURANCE**

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.



## City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** A.A.C. CONSTRUCTION LLC  
DBA: A.A.C. CONSTRUCTION LLC

**Business Location:** 18 LA LUNA RD  
SANTA FE, NM 87507

**Owner:** Andrew Sisneros

**License Number:** 222939

**Issued Date:** June 07, 2021

**Expiration Date:** June 07, 2022

**CRS Number:** 03157349-00-5

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor -  
General

**Fees Paid:** \$10.00

A.A.C. CONSTRUCTION LLC  
18 LA LUNA RD LA LUNA  
SANTA FE , NM 87507

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**