



City of Santa Fe

AGENDA

**PUBLIC WORKS AND
UTILITIES COMMITTEE
OCTOBER 10, 2023
5:00 PM**

Virtually - [youtube.com/cityofsantafe](https://www.youtube.com/cityofsantafe)

PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

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

The agenda and packet 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**
5. **ACTION ITEMS: CONSENT**
 - a. Request for Approval of Minutes from the September 26, 2023 Public Works and Utilities Committee Meeting. (Jamie-Rae Diaz, Administrative Manager, jldiaz@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/10/2023
 - b. Request for Approval of a Budget Adjustment Resolution (BAR) for the

Santa Fe Regional Airport in the Amount of \$89,534 from the Available Airport Cash Balance for the Move of a TSA Machine in the Terminal. (James Harris, Airport Manager: jcharris@santafenm.gov; Kelly Bynon, Administrative Manager: kabynon@santafenm.gov)

Committee Review:

Finance Committee: 10/02/2023

Public Works and Utilities Committee: 10/10/2023

Governing Body: 10/11/2023

- c. Request the Approval of Amendment No. 1 to Item #22-0389 General Services Agreement with the Santa Fe Railyard Park Conservancy to Increase the Compensation by \$300,000 for a Total of Not to Exceed \$400,000 Through June 30, 2026 and Clarify Responsibilities and Reporting. (Tim Farrell, Property Development Manager, tgfarrrell@santafenm.gov).

Committee Review

Public Works & Utilities Committee: 10/10/2023

Finance Committee: 10/16/2023

Governing Body: 10/25/2023

- d. Request for Approval of Professional Service Agreement with William J Miller Engineers, Inc. in the Total Amount of \$486,844 for On-Call Engineering Services for a Term of Three (3) Years. (Zoe Isaacson, River and Watershed Manager: zrisaacson@santafenm.gov)

Committee Review:

Finance Committee: 10/02/2023

Public Works & Utilities Committee: 10/10/2023

Governing Body: 10/11/2023

- e. CONSIDERATION OF A RESOLUTION 2023-____. (Councilor Chris Rivera)

A Resolution Directing the City Manager to Assign Staff to Identify and Apply for Federal and State Funding Sources for Water, Wastewater, and Other Water Related Projects. (Alan Hook, Water Resources Coordinator, aghook@santafenm.gov)

Committee Review

Governing Body (Introduced):09/27/2023

Finance Committee: 10/02/2023

Public Works and Utilities Committee: 10/10/2023
Governing Body: 10/11/2023

6. **MATTERS FROM STAFF**
7. **MATTERS FROM THE COMMITTEE**
8. **MATTERS FROM THE CHAIR**
9. **NEXT MEETING: Monday, October 23, 2023**
10. **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.



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
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SEPTEMBER 26, 2023 AT 4:00
PM
COUNCIL CHAMBERS
CITY HALL, 200 LINCOLN
AVENUE

-
1. **CALL TO ORDER**
 2. **ROLL CALL**

Members Present:

Councilor Chris Rivera
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia

Members Excused:

Councilor Amanda Chavez

Others Attending:

Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director

3. **APPROVAL OF AGENDA**

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the agenda as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None



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4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the consent agenda as amended.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

Items G,K,L,M were removed from consent agenda for discussion by Councilor Michael Garcia.

5. PRESENTATION

- a. A Progress Report on the City Well Field Optimization Program. (William Schneider, Water Resources and Conservation Manager, whschneider@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 09/26/2023

6. ACTION ITEMS: CONSENT

- a. Request for Approval of Minutes from the August 28, 2023 Public Works and Utilities Committee. (Jamie-Rae Diaz, Administrative Manager,



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jldiaz@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 09/26/2023

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Garcia, to approve the minutes as presented.

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the minutes as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

- b. Request for Approval of Minutes from the September 11, 2023 Public Works and Utilities Committee. (Jamie-Rae Diaz, Administrative Manager, jldiaz@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 09/26/2023

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Garcia, to approve the minutes as presented.

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor



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Lee Garcia, to approve the minutes as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

- c. Request for Approval of the 2024 Governing Body and Council Committee Meeting Calendar. (Kristine Bustos-Mihelcic, City Clerk; kmmihelcic@santafenm.gov and Xavier Vigil, Committee and Contracts Coordinator; xivigil@santafenm.gov)

Committee Review:

Finance Committee: 09/18/2023

Quality of Life Committee: 09/20/2023

Public Works and Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Garcia, to approve the meeting information as presented.

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the meeting information as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor



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Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

- d. Request for Approval of Professional Services Agreement with Wilson & Company Inc. for Engineers & Architects in the Total Amount of \$6,457,500 including NMGRT through October 05,2026. (Romella Glorioso-Moss, PW Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:

Finance Committee: 09/18/2023

Public Works & Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Garcia, to approve the contract as presented.

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the contract as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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



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For: Councilor Chris

Against: None

Abstain: None

- e. Request for Approval of Professional Services Agreement with WSP USA Environment and Infrastructure Inc. for Engineering, Design, and Consulting Services in the Total Amount of \$5,415,625 including NMGRT through October 5, 2026. (Romella Glorioso-Moss, PW Capital Projects Manager: rsglorioso-moss@santafenm.gov)

Committee Review:

Finance Committee: 09/18/2023

Public Works & Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

MOTION: Councilor Garcia moved, seconded by Councilor Romero-Wirth, to approve the contract as presented.

MOTION: Councilor Michael Garcia moved, seconded by Councilor Carol Romero-Wirth, to approve the contract as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None



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Abstain: None

- f. Request for Approval of Professional Services Agreement with Miller Engineers Inc. for Design, Engineering and Consulting Services in the Total Amount of \$1,083,125 including NMGRT through October 5, 2026. (Romella Glorioso-Moss, PW Capital Projects Manager: rsglorioso-moss@santafenm.gov)

Committee Review:

Finance Committee: 09/18/2023

Public Works & Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Garcia, to approve the contract as presented.

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the contract as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

- g. Request for Approval of General Services Contract with Dukes Root Control, Inc. to Provide Provide Chemical Root Control for the City's



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Sewer System in the Total Amount of \$1,000,000 for a Four Year Term Via Houston Galveston Area Council (HGAC) Cooperative Agreement (SC01-21). (P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD: pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$1,000,000 from the Cash Balance to Fund the Contract with Duke Root Control, Inc.

Committee Review:

Finance Committee: 09/18/2023

Public Works and Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

MOTION: Councilor Garcia moved, seconded by Councilor Romero-Wirth, to approve the contract as presented.

MOTION: Councilor Michael Garcia moved, seconded by Councilor Carol Romero-Wirth, to approve the contract as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

Item pulled for discussion by Councilor Michael Garcia.



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- g. Request for Approval of General Services Contract with Dukes Root Control, Inc. to Provide Provide Chemical Root Control for the City's Sewer System in the Total Amount of \$1,000,000 for a Four Year Term Via Houston Galveston Area Council (HGAC) Cooperative Agreement (SC01-21). (P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD: pfheerbrandt@santafenm.gov)

- 1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$1,000,000 from the Cash Balance to Fund the Contract with Duke Root Control, Inc.

Committee Review:

Finance Committee: 09/18/2023

Public Works and Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

MOTION: Councilor Garcia moved, seconded by Councilor Romero-Wirth, to approve the contract as presented.

MOTION: Councilor Michael Garcia moved, seconded by Councilor Carol Romero-Wirth, to approve the contract as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None



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Item pulled for discussion by Councilor Michael Garcia.

- h. Request for Approval of Amendment No. 2 to Memorandum of Agreement Item #20-0043 Between the New Mexico Energy, Minerals and Natural Resources Department and the Fire Department in the Total Amount of \$40,000 of Reimbursable Expenditures. (Brian Moya, Fire Chief: bjmoya@santafenm.gov; Sten Johnson, Assistant Fire Chief: sajohnson@santafenm.gov)

Committee Review:

Finance Committee: 09/18/2023

Public Safety Committee: 09/19/2023

Public Works & Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Garcia, to approve the memorandum of agreement (MOA) as presented.

Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the memorandum of agreement (MOA) as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None



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- i. Request for Approval of a Budget Adjustment Resolution (BAR) from the Airport Department to the ITT Department in the Total Amount of \$148,715 for the Camnet Security and Alarm Equipment. (James Harris, Airport Manager: jcharris@santafenm.gov; Kelly Bynon, Administrative Manager: kabynon@santafenm.gov)

Committee Review

Finance Committee: 09/18/2023

Public Works and Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

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

Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

- j. Request for Approval of Amended and Restated Lease Agreement with Signature Flight Support, LLC to Enter on, Make Use of, and



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Develop Real Property at the Santa Fe Regional Airport in Substitution for Capital Aviation of Santa Fe. (James Harris, Airport Manager; jcharris@santafenm.gov)

Committee Review:

Finance Committee: 09/18/2023

Public Works and Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Garcia, to approve the lease as presented.

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the lease as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

- k. Request for Authorization to Sell Potable Water to the Santa Fe Country Club and the Municipal Recreation Complex (MRC) Pursuant to Chapter 25-4.1, Rule 17, Temporary and Special Services, up to 700,000 Gallons Per Day for the Club and 1,400,000 Gallons Per Day for the MRC at a Rate of \$6.06/1000 Gallons, the City's Base Rate for Water. In the Event that the Club or the MRC Takes More Water than Their Initial Allotments, the Base Rate Increases to \$21.72/1,000 Gallons Thereafter, Subject to the Availability of Potable Supply and the Unavailability of Treated



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Effluent. (John Dupuis, Public Utilities Department
Director: jedupuis@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 09/26/2023

Finance Committee: 10/02/2023

Governing Body: 10/11/2023

Item pulled by Councilor Michael Garcia for discussion

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

MOTION: Councilor Michael Garcia moved, seconded by Councilor Lee Garcia, to approve the contract as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

- I. Request for Approval of Professional Services Agreement with Carr, Riggs, Ingram for Audit Services for Fiscal Year Ending June 30, 2023 in the Amount of \$269,454.42 Including Applicable Gross Receipts Tax. (Emily K. Oster, Finance Director: ekoster@santafenm.gov)



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Committee Review:

Finance Committee: 09/18/2023

Public Works and Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

Item pulled for discussion by Councilor Michael Garcia.

MOTION: Councilor Garcia moved, seconded by Councilor Romero-Wirth, to approve the contract as presented.

MOTION: Councilor Michael Garcia moved, seconded by Councilor Carol Romero-Wirth, to approve the contract as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

- m. Request for Approval of Amendment No. 2 to the Service Agreement Item #22-0301 with Condor- New Age Logistics, LLC for Security Services to Increase the Total Compensation of the Contract by \$1,100,000 for a New Total Amount of \$5,500,000 through June 30, 2024. (Josh Bohlman, Project Administrator: jbohlman@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 09/26/2023

Finance Committee: 10/2/2023



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MOTION: Councilor Garcia moved, seconded by Councilor Romero-Wirth, to approve the contract amendment as presented.

Councilor Michael Garcia moved, seconded by Councilor Carol Romero-Wirth, to approve the contract amendment as presented.

MOTION:

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

Item pulled for discussion by Councilor Michael Garcia.

n. CONSIDERATION OF A RESOLUTION 2023-____. (Mayor Alan Webber and Councilor Jamie Cassutt)

A Resolution Finding the Building and Premises Located at 1004 Calle Feliz (Property) to be Ruined, Damaged, and Dilapidated and a Menace to the Public Comfort, Health, Peace, and Safety; Ordering the Owner of Record of the Property to Remove the Building, Rubbish, and Debris; and Providing that, if the Owner Does Not Remove the Building, Rubbish, and Debris, the City of Santa Fe Shall Do So, Shall Place a Lien on the Property In the Amount of the Cost of the Clean-Up Efforts; and Shall Foreclose on the Property. (Isabella Sharpe, Constituent Services Manager, ilsharpe@santafenm.gov)



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Committee Review

Finance Committee (Introduced): 09/18/2023

Quality of Life Committee: 09/20/2023

Public Works and Utilities Committee: 09/26/2023

Governing Body: 09/27/2023

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Garcia, to approve the land use case as presented.

MOTION: Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the land use case as presented.

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

For: Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

Against: None

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

For: Councilor Chris

Against: None

Abstain: None

- 7. **ACTION ITEMS: DISCUSSION**
- 8. **EXECUTIVE SESSION**
- 9. **MATTERS FROM STAFF**
- 10. **MATTERS FROM THE COMMITTEE**



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-
- 11. **MATTERS FROM THE CHAIR**
 - 12. **NEXT MEETING: October 10 2023**
 - 13. **ADJOURN**

Jamie-Rae Diaz

Liaison

Chen - Reina

Chair



City of Santa Fe, New Mexico

Memorandum



DATE: September 27th, 2023

TO: Finance Committee, Public Works and Utilities Committee, and Governing Body

VIA: James Harris, Airport Manager ~~JCH~~
JH

FROM: Kelly Bynon, Administrative Manager

ACTION:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Airport Department in the Amount of \$89,534 from the Available Airport Cash Balance for the Move of a TSA Machine in the Terminal.

(James Harris, Airport Manager, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is completing a Terminal expansion project. During this process the City will need to move TSA's baggage scanning machine to a new location in the terminal. Bradbury & Stamm will install all required electrical outlets as required by TSA. For this move we will be contracting Vertex and Leidos.

1. Vertex will supply a site survey, drawings, rigging and as built drawings. \$34,834.00
2. Leidos will decommission, relocate the TSA baggage Screening Machine and recommission baggage screening machine. \$54,000

The rough estimate of the schedule is to complete this work in one month. The move and installation of this equipment will not cause closure of any part of the facility.

FUNDING SOURCE:

Project: Airport Terminal Expansion

Munis Org Name/Number: Airport CIP /5450407

Munis Object Name/Number: WIP Construction/572970

COMMITTEE REVIEW

Finance Committee: 10/02/2023

Public Works and Utilities Committee: 10/10/2023

Governing Body: 10/11/2023

Log # {Finance use only}:	
Journal # {Finance use only}:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Public Works / Airport	DATE 8/24/2023
------------------------------------------------------	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
WIP Construction	5450407	572970	AIR2454507	89,534	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

JUSTIFICATION: *{use additional page if needed}*
--Attach supporting documentation/memo

	\$ 89,534	\$ -
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Use of revenue in excess of expenditures available at in the Airport Fund for the move of a TSA machine in the terminal. Moving this machine is necessary in order for construction of the Terminal Expansion to continue.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
545	(89,534)
TOTAL:	(89,534)

Kelly Bynon Prepared By <i>{print name}</i>	8/24/2023 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>Andy Hopkins</u> <small>Andy Hopkins (Exp 27, 2023 13:31 MDT)</small>	Sep 27, 2023 Date
James Harris Division Director Signature <i>{optional}</i>	Sep 27, 2023 Date	CITY COUNCIL APPROVAL <div style="border: 1px solid black; width: 100px; height: 30px; margin: 5px auto;"></div> Agenda Item #:	Budget Officer	Date
<u>John Blair</u> <small>John Blair (Sep 27, 2023 11:46 MDT)</small>	Sep 27, 2023 Date		N/A Finance Director <i>{≤ \$5,000}</i>	Date
Department Director Signature	Date		N/A City Manager <i>{≤ \$60,000}</i>	Date



City of Santa Fe, New Mexico

Memorandum



DATE: August 25, 2023

TO: John Blair, City Manager

VIA: Layla Archiletta-Maestas, Deputy City Manager
James Harris, Airport Manager

FROM: James Garduno, Airport Project Administrator *JG*

ACTION:

Request for the approval of Goods and Services Contract with Vertex Aerospace LLC in the total amount of \$34,834.00 including NMGRT to supply site survey, drawings, rigging and as built drawings for Transportation Security Administration (TSA) security equipment move at the Santa Fe Regional Airport; James Garduno, Project Administrator, jdgarduno@santafenm.gov, 505-670-3232 James Harris, Airport Manager, jcharris@santafenm.gov, 505-955-2901

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is completing a Terminal expansion project. During the project the TSA's baggage scanning machine needs to be moved to a new location in the terminal. Bradbury & Stamm will install all required electrical outlets as required by TSA. For this move we will be contracting Vertex and Leidos. This Contract will allow Vertex to supply a site survey, drawings, rigging and as built drawings, \$34,834.00

PROCUREMENT METHOD:

This work is being procured via Vertex GSA Contract 47QRAD20DUI33.

CONTRACT NUMBER:

The FY23 Munis contract number is 3204289.

FUNDING SOURCE:

Project: Airport Terminal Expansion

Fund Name/Number: Airport/545

Munis Org Name/Number: Airport-Capital Project/5450407

Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:

Contract

Proposal

Procurement (GSA) Memorandum

Business License

Certificate of Insurance (COI)

Procurement Checklist

Summary of Contracts

CONTRACT FOR SUPPLY OF GOODS AND SERVICES

Contract No. 4252023SAF

This agreement (hereinafter referred to as the Contract) is effective as of _____, 2023 by and between Vertex Aerospace LLC, a Delaware corporation (hereinafter referred to as Vertex) having an office at 555 Industrial Drive South, Madison, MS 39110 and City of Santa Fe as sponsor for the Santa Fe Regional Airport (hereinafter referred to as Customer), having an office at 200 Lincoln Ave. Santa Fe, NM 87501.

RECITALS

- A. The parties intend to work cooperatively on the Project, described as the **SAF Checked Baggage Equipment Relocation Project**
- B. Vertex submitted a proposal to the Customer for performance of certain work related to the Project;
- C. The parties have agreed to the definition of the scope of Vertex's work including acceptance criteria as more fully described in Exhibit 1, Vertex's deliverables and their corresponding delivery dates as detailed in Exhibit 2, and the schedule of payment to Vertex as delineated in Exhibit 3;

NOW THEREFORE in consideration of the premises and covenants herein, the parties agree as follows:

1. Commencement / Effectivity. Vertex's obligations under the Contract commence upon receipt of the fully executed contract that contains:

- a) a definitive statement of work including acceptance criteria (see Exhibit 1) and delivery schedule (see Exhibit 2) as mutually agreed;
- b) an agreed payment mechanism and payment schedule (see Exhibit 3), including assurance of payment in whatever form Vertex may reasonably require; and, all other terms and conditions mutually agreed.

2. Cooperation / Non-interference. The Customer shall cooperate with Vertex and shall do nothing to interfere with or otherwise frustrate Vertex's ability, opportunity or right to promptly and efficiently carry out and complete its duties and obligations under the Contract. Any Customer decision or determination of compliance under the Contract must be based upon objective rather than subjective standards. Any Customer required consent, approval, waiver, cancellation, change, acceptance, or other action shall be fairly made or taken and not unreasonably withheld or delayed, so that each party may efficiently complete its obligations under the Contract.

3. Changes. The Customer may make a change, including an alteration or addition or deletion, within the general scope of work, and in which case Vertex is entitled to a corresponding change to the Contract. Either Vertex or the Customer may initiate a change request for evaluation. Vertex will assess each such request and shall provide the Customer an estimate of the effect of the change on the cost/price to perform the work, as well as the schedule for completion of the work and any other

affected terms and conditions. Prior to implementation of any such change, each party's authorized representative shall agree and sign the written change order, which sets forth the changes in the scope of the work, deliverables and delivery schedule, price and payment schedule and any affected terms and conditions. Neither party is under any obligation with respect to any change until Vertex receives the corresponding fully executed Contract change order. Failure of the parties to agree on scope, price, schedule, affected terms and conditions or other elements of a change will be considered a Dispute and subject to Article 13 herein below.

4. Payments.

(A) The Payment Schedule (Exhibit 3) sets out the manner in which Vertex will be paid for accomplishment of work, including as applicable a schedule of milestone events and amounts agreed by the parties and based upon demonstrable achievement of objective milestones or events that represent real physical progress and specified deliveries on the Project. Customer understands and agrees that upon putting a deliverable into productive use, such deliverable item is deemed accepted and Vertex's entitlement to invoice and payment is triggered.

(B) Customer shall pay Vertex upon receipt of each invoice for each delivery made and milestone successfully completed. Unless stipulated otherwise in the Contract, Customer shall pay Vertex in United States dollars via electronic funds transfer to the bank account designated in writing by Vertex within thirty (30) days following the date of Vertex's invoice. Customer has five (5) business days to object to the invoice after which time the invoice is

deemed correct. Grounds for objection are limited to non-conformance to the contract and the amount withheld shall be limited to the disputed amount; Customer shall pay Vertex all undisputed amounts.

(C) In the event Vertex completes a delivery or milestone earlier than as set forth in the schedule, Vertex is entitled to invoice immediately and the Customer shall pay Vertex for such early delivery or milestone accomplished.

(D) If Vertex does not receive payment within the agreed period, Vertex may apply finance charges on the outstanding balance at a rate of 1½% per month, which amount shall become payable either when included in the next invoice or upon receipt of Vertex's separate invoice for such amount.

(E) Customer's timely payment to Vertex is a material obligation under the Contract and if Vertex does not receive payment in any event within thirty (30) days of the date payment is due, Vertex may suspend performance under the Contract, without jeopardy of the termination, until such time as Customer satisfies in full all of its outstanding payment obligations to Vertex; Vertex's rights in this regard are without prejudice to its other rights and remedies available to it in Contract, at law, or in equity, including its entitlement to all costs of collection, attorneys' fees, and other damages.

5. Title / Risk of Loss. Title to any delivered item (excluding software) passes to the Customer concurrent with payment in full for such delivered item; risk of loss for any tangible item transfers at delivery as set forth in Incoterms 2010.

6. Force Majeure. Neither party will be liable to the other for delays due to an event beyond its reasonable control (Force Majeure Event), including but not limited to: an act of God; an act of Government including a change in laws or regulations; denial or revocation of a necessary export license by an agency of the U.S. government; an act of war, terrorism or public enemy, riots, civil strife, insurrection, sabotage, or espionage; fire; flood, earthquake, an unusually severe weather event or other natural disaster; epidemic, pandemic, quarantine; embargo, strike, lock-out, and other action by organized labor; and any other cause beyond the reasonable control of the affected party. As soon as practical after the occurrence of any such event, the affected party will notify the other party, which notice must include the event or cause of the delay, the anticipated impact on the schedule and the costs to perform the remaining effort under the Contract. Each party shall exert all reasonable efforts to mitigate the damages resulting from the occurrence of such Force Majeure Event(s). Upon receipt of the written notice of a Force Majeure Event, the parties will meet to mutually determine the best course of action, to include adjustment of the

Contract schedule, equitable adjustment of the Contract price, and/or modification of the affected terms and conditions to account for the effects of the Force Majeure Event. The occurrence of any Force Majeure Event does not relieve either party of its payment obligations under the Contract.

If a Force Majeure Event prevents Vertex's performance for a period of 90 consecutive days or for 120 days out of a 12-month period, then either party may terminate this contract in which case Customer shall pay Vertex for all milestone events completed, all deliveries made up to the date of termination, and any work in progress, including purchased material, it desires Vertex to deliver.

7. Warranty.

(A) For each hardware item manufactured by Vertex that is specified as a deliverable under the Contract, Vertex warrants that, at the time of delivery, its delivered end product will be free from defects in material and workmanship and will meet the requirements of the functional specification, if any, as mutually agreed. If the Customer notifies Vertex of a defect within one (1) year after delivery, the Customer shall provide prompt written notice to Vertex specifying the nature of the defect. Vertex shall at its discretion, and at its cost and expense, either repair or replace the defective item, provided that the Customer shall bear the cost of removing and shipping the defective item to Vertex as well as the cost of re-installing the repaired or replaced item upon receipt from Vertex. If Vertex determines the failure or defect to be a warranty-covered item, Vertex shall reimburse the Customer for the cost to ship the item to Vertex's designated repair facility. Any item repaired or replaced under warranty shall enjoy the remaining, unexpired warranty period of the original item. Vertex has no warranty obligation for a defect or damage that: (i) arises out ordinary wear and tear; (ii) is of a cosmetic nature; (iii) results from lack of or improper maintenance, misuse, abuse or use for a purpose other than for which the item was intended or designed; (iv) results from repair or attempted repair by a party (including Customer) that is not authorized by Vertex to perform such repair; or, (v) caused by a Force Majeure Event.

(B) For items that are manufactured by others and delivered by Vertex under this Contract, Vertex shall pass-through the warranties of the original equipment manufacturer, if any, to the extent such are transferrable to the Customer. Vertex makes no other or additional warranties related to such items manufactured by others.

(C) Vertex warrants that its professional and technical services provided under the Contract will be

performed in a workmanlike manner by competent personnel with pertinent experience in the field of effort and will be performed with that degree of care and diligence generally accepted in the U.S. aerospace and defense industry in effect at the time of performance. If any of Vertex's services are found to be non-conforming within ninety (90) days after performance, then after receiving Customer's prompt written notice, Vertex shall at its cost and expense re-perform such non-conforming services. No other warranties/remedies apply.

- (D) For software that Vertex provides as or as part of a delivered item, Vertex warrants that the media upon which the software is delivered will be free from defects in material and workmanship for a period of ninety (90) days. Vertex makes no warranty that the software will run uninterrupted, error-free, or virus-free. Vertex shall run the software through an industry-recognized anti-virus and malware program prior to delivery to the Customer.
- (E) The warranty remedies provided in the Contract are the Customer's sole and exclusive remedies for breach of warranty and constitute Vertex's sole liability with respect to breach of warranty provision.
- (F) **DISCLAIMER. VERTEX DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, TITLE, AND NON-INFRINGEMENT.**
8. **Indemnity.** Each party is responsible for the effects of its own negligence and willful misconduct during performance of the Contract including the warranty period, and each shall defend and indemnify the other from and against all loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, to the extent such claim or cause of action arises out of the negligence or willful misconduct of the indemnifying party. The indemnified party shall provide prompt written notice to the indemnifying party, turn over sole control for the defense and settlement of the claim to the indemnifying party and the indemnified party shall cooperate with the indemnifying party in the defense as reasonably necessary at the indemnifying party's expense. If the joint or concurrent negligence of the parties is the sole cause of the damage or injury, each party shall share in the loss, cost or expense in proportion to its relative degree of negligence and the right of indemnity will apply to each such proportion.

9. **Insurance.** With respect to insurance requirements, Vertex shall provide appropriate limits and types of coverage based upon Vertex's standard types and limits of insurance as necessitated by the scope of work and consistent with Vertex's experience with similar projects and prevailing market conditions. Vertex shall carry insurance against risk of loss or damage to its own property or that for which it is responsible, and against liabilities for damages of third parties arising out of Vertex's negligence. If Customer requests, Vertex will furnish Certificate(s) of Insurance evidencing the types and amounts of policy coverages, and which will provide for prior written notice of cancellation of any of these policies. If the Customer requires any additional project-specific insurance policy, it shall advise Vertex and Vertex shall provide the estimated cost of obtaining such project-specific policy, which shall be incorporated into the Contract and into the Project price.

10. **Limit of Liability.** The parties agree that whether due to delay, breach of contract or warranty, tort (including negligence and strict liability) or otherwise, neither shall be liable to the other for any special, indirect, incidental, punitive or consequential damages of any nature whatsoever or howsoever arising, including, without limitation, the other party's loss of actual or anticipated profits or revenues, loss by reason of shutdown, non-operation or increased expense of manufacturing or operation, loss of use, cost of capital, damage to or loss of property or equipment, or claims of customers. The parties agree further that Vertex's total cumulative and aggregate liability for direct damages of Customer whether in contract, warranty, tort (including negligence or strict liability) or otherwise for performance or breach of the Contract or anything done in connection therewith, shall not exceed the total value of the Contract. This limitation of liability also extends to any of Vertex's subsidiaries, affiliates, contractors and subcontractors of every tier performing work under this Project. The time period for Customer to bring claims against Vertex must be within Vertex's performance period set forth in this Contract, including the warranty period. The limitations on the parties' liability set forth in this Article 10 survive cancellation, termination, or completion of the term of this Contract.

11. **Exclusive Remedies.** To the extent contractual remedies are specified for breach, such remedies shall be exclusive and in lieu of any other remedy.

12. **Applicable Law.**

(A) Each party understands and agrees that with respect to this Contract, it is bound by and must comply with the laws and regulations of the United States, including specifically those laws and regulations related to export control, Foreign Corrupt Practices Act and anticorruption, anti-boycott, and national security

concerning protection of U.S. classified information; and neither party will take or will be required to take any action inconsistent with applicable laws or regulations.

(B) In particular, the parties agree that the Contract and any dispute arising out of the Contract or related to the Contract shall be governed by the laws of the State of New Mexico without respect to its conflicts of laws principles, and further the parties agree to the exclusive jurisdiction in state or federal court in that locale.

(C) Notwithstanding the above, either party may seek injunctive relief in any court of competent jurisdiction against improper use of its proprietary information.

13. Dispute Resolution. The parties shall endeavor to resolve each dispute amicably and in a timely manner that reflects good faith and the spirit of cooperation. Resolution of the dispute will first be attempted locally through discussion and negotiation by the parties' on-site project managers and then, if still unresolved after 15 business days, through face-to-face meeting of each party's senior management responsible for respective business units performing on the Project; if the dispute cannot be resolved after a further 15 business days through these meetings, then either party may seek an acceptable resolution through facilitated mediation. If all such attempts fail to result in an acceptable resolution, then upon formal notification to the other party, either party initiate legal proceedings as permitted in this Agreement.

14. Taxes / Duties. Vertex's prices in the Contract include all applicable U.S. Federal, State, and local taxes and duties. Unless otherwise specifically stated in the Contract, Vertex's prices do not include any non-U.S. tax, customs duty, or levy which if imposed will result in an increase in the overall Contract price. If tax laws or regulations change and result in increased tax liability for Vertex, the Contract price will be equitably adjusted reflective of that increased tax liability of Vertex.

15. Intellectual Property. Background IP is intellectual property that is not produced under the Project Contract. Vertex provides a non-exclusive, nontransferable license to the Customer for the limited right to use the Background IP solely for the defined purpose or Project. Background IP may not be separated out from deliverables. For intellectual property produced under the Project Contract (Foreground IP), Vertex provides a non-exclusive, nontransferable license to the Customer for the right to use such Foreground IP. Vertex grants no right in or delivery of source code related Vertex Software (Background IP or Foreground IP) or to a third party's software. If the Customer is not the end user, Vertex will provide required software and other materials once the Customer legally binds the end-user to the terms of

Vertex's end-user license agreement. For software and other materials of subcontractors or suppliers of Vertex or their equipment delivered or software required under the Contract, Vertex shall pass through to the Customer those transferable rights granted to Vertex by the subcontractor/supplier conditional upon the Customer legally binding the end-user agreement to the terms of the subcontractor/supplier end-user license agreement, if any.

16. Confidentiality. Each party shall protect the other party's proprietary information from unintended disclosure or dissemination using the same degree of care and diligence it uses to protect its own information of a similar nature, but not less than reasonable care. In addition, each party shall control access to the other party's proprietary information in accordance with all applicable U.S. export control and security laws and regulations and shall indemnify, defend and hold the other party harmless from every violation caused by it. Upon request of the other party, each party shall either return or destroy all of the other party's proprietary information furnished to it, including every copy, and shall provide a certification of destruction if the other party so requests. Vertex makes no guaranty of accuracy and incurs no liability with respect to the proprietary information furnished to the Customer.

17. Suspension.

(A) The Customer may temporarily suspend all or part of Vertex's performance under the Contract from time to time upon written notice to Vertex. During the period of suspension, the parties will mutually agree upon the level of support and resources that remain committed to the Project pending conclusion of the suspension and the Customer agrees to reimburse Vertex for these costs. Within ninety (90) days of Customer notice of suspension, the Customer shall either direct Vertex to re-commence performance or advise Vertex that the Contract is to be terminated. If the Contract is recommenced, the parties will agree on an equitable adjustment in the schedule and the Contract price for impacts caused by such period of suspension. If following the suspension period the Contract is not recommenced, then either party may terminate the Contract by formal notification to the other and Customer shall pay Vertex for each milestone event accomplished and delivery made in accordance with Exhibit 3, as well as for Vertex's termination settlement costs, including its work in process and non-cancellable liabilities.

(B) In the event the Customer fails to pay any Vertex invoice within thirty (30) days following the date such invoice is payable, Vertex reserves the right to suspend performance upon written notice to the Customer until payment to Vertex is made in full, upon which time Vertex shall be entitled to an equitable adjustment in the schedule and Contract price.

18. Termination.

(A) Either party may terminate all or a portion of the Contract for default, which is defined as a substantial breach of a material provision by the other party. In addition, either party may terminate the Contract if the other:

- (i) seeks protection under bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or if a receiver is appointed for the whole or any part of its assets;
- (ii) assigns this Contract, in whole or in part, to a third party without prior written approval; or,
- (iii) is acquired by a third party that is unacceptable (at the non-acquired party's sole discretion); or, if it becomes evident that the other party cannot fulfill its material obligations under the Contract.

(B) Prior to termination, the terminating party shall provide written notice to other party and the other party shall provide its remedial plan within ten (10) business days of such notice. Upon submission of the remedial plan, the parties will confer with the intent to agree on the details and schedule of the remedial plan, each party acting reasonably and in good faith. If the remedial plan is not accepted or cannot be agreed, this Agreement may be terminated upon formal notice of termination.

(C) If Vertex terminates this Contract for default, Customer shall be liable to reimburse Vertex for actual costs incurred including non-cancellable liabilities.

(D) In any event, Customer shall pay Vertex in accordance with Exhibit 3 for all items actually delivered and milestones accomplished prior to the date of termination.

19. General Provisions.

(A) Independent Contractor. The parties do not intend to create a joint venture, pooling arrangement, partnership, or formal business organization of any kind; and neither party shall have authority to bind the other nor act as an agent for the other.

(B) No Export. Each party agrees it will not export, transfer or otherwise divulge technical data or provide defense services to any non-U.S entity or person (including any U.S. employee of a non-U.S. entity) without first obtaining the required official export authorization(s). Vertex shall be responsible for submitting applications for all required export authorizations necessary for shipment of export-controlled items, technical data or provision of defense services.

(C) Assignment. Neither party may sell, assign, delegate or otherwise transfer the Contract or any right or obligation to a third party without the other party's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Vertex reserves the right at

its sole discretion to terminate this Contract in its entirety in the event Customer is acquired or this Contract is part of an acquisition by a third party unacceptable to Vertex.

(D) Waiver. Any failure by a party at any time to enforce or require the strict performance by the other party of any of the terms and conditions of the Contract shall not constitute a waiver by such party, and no waiver shall be binding unless executed in writing by the authorized representative of the party granting such waiver. Either party may affirm or reinstate a specific obligation or requirement set forth in the Contract, which was previously waived, by formal written notification to the other party.

(E) Amendment. The Contract may be modified or amended only with the prior written consent of authorized representatives of both parties.

(F) Publicity. Neither party shall make any news release, public announcement, advertisement or publicity concerning the Project, any proposals, any resulting contracts, or any subcontracts to be carried out without the prior written consent of the other party.

(G) Notices. Each party shall identify by name of the individual and provide the address and other pertinent information for the designated point of contact within its organization for receipt of formal notices. Any formal notice under, or in connection with, the Contract shall be in writing to other party's named individual point of contact at the address as designated in writing. Either party may change its designated point of contact by written notice to the other party.

(H) Severability. If any provision of the Contract is held to be unenforceable to any extent, the provision shall be reformed to the fullest extent permissible to affect the original intent of the parties, and the other provisions shall remain fully effective. Any such reformation of an illegal or unenforceable provision shall be incorporated pursuant to Article 3 entitled "Changes". In any event, Customer remains obligated to pay Vertex for work performed in accordance with Article 4 entitled "Payments".

(I) Order of Precedence. In the event of any conflict, inconsistency or ambiguity between the provisions of the Contract, Exhibits, Appendices, Annexes, Attachments, and any referenced documents, the following order of precedence in descending order shall apply: (i) The Articles of this Contract; (ii) The Statement of Work, Exhibit 1; (iii) All other Exhibits, Appendices and Attachments; (iv) Any other document referenced in the Contract.

(J) Headings. Headings in the Contract are merely for the convenience of the reader and shall have no force or effect on interpretation of the terms of the Contract.

(K) Integration. The Contract shall constitute the entire contemporaneous representations, proposals, discussions and agreement of the parties and shall supersede all prior communications, whether oral or in writing.

[END]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate originals by their duly authorized representatives.

Vertex Aerospace LLC, a V2X Company

By: Justin T Burns Digitally signed by Justin T Burns
Date: 2023.08.24 10:42:13 -0400'

Print Name: Justin Burns

Print Title: Principal Specialist, Contracts

Date Signed: 08/24/2023

City of Santa Fe, Regional Airport

By: _____

Print Name: John Blair

Print Title: City Manager

Date Signed: _____

Attest:

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Kevin L. Nault
Kevin L. Nault (Aug 21, 2023 15:55 MDT)

Assistant City Attorney

Approved for Finances:

Emily Oster, Finance Director

SEE ATTACHED ADDENDUM

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between VERTEX and the CITY OF SANTA FE (Customer).

RELEASE

VERTEX, upon acceptance of final payment of the amount due under this Agreement, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. VERTEX agrees not to purport to bind CUSTOMER to any obligation not assumed herein by CUSTOMER unless VERTEX has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

Pursuant to paragraph 9 of this agreement, VERTEX shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount set as the City's maximum liability under the New Mexico Tort Claims Act in NMSA 1978, Section 41-4-19, currently \$1,050,000.00. VERTEX shall furnish CUSTOMER with proof of insurance of VERTEX's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CUSTOMER and VERTEX. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

CIVIL RIGHTS

VERTEX may not, in performing its obligations under this agreement, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements.

Further, VERTEX shall not discriminate on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, medical condition or citizenship status, or, if the employer has fifty (50) or more employees, spousal affiliation; provided, however, that 29 U.S.C. Section 631(c)(1) and (2) shall apply to discrimination based on age.

City of Santa Fe:

VERTEX: Justin T Burns Digitally signed by Justin T Burns
Date: 2023.08.24 10:42:57 -04'00'

John Blair, City Manager

Justin Burns Principal Specialist, Contracts
Name & Title

Date: _____

Date: 08/24/2023

Attest:

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Kevin L. Nault
Kevin L. Nault (Aug 21, 2023 15:55 MDT)

Senior Assistant City Attorney

Approved for Finances:

Emily Oster, Finance Director

EXHIBIT 1
STATEMENT OF WORK
(including Assumptions)

Vertex Checked Baggage Equipment Relocation:

- Site survey
- Concept drawing (as requested, Professional Engineer stamps are not included in Vertex's scope of work)
- Rigging of (1) CT-80. Rigging to be completed in one day.
- Site Lead oversight during CT-80 decommission, installation and testing phase
- As-built drawings

Note: OEM decommissioning, installation, and testing is not included in Vertex's scope of work. It is understood that these services will be contracted directly with the OEM.

Assumptions

- Vertex requires an executed subcontract NLT 3 weeks prior to proposed deployment in order to provide sufficient lead time to issue subcontracts. Any award after that date may result in adjustment in cost and schedule.
- Each bid phase is performed during one contiguous travel period (one trip in and one trip out). Any excessive delay in travel (i.e., next day delay) due to weather, natural or man-made disasters, public unrest, airline equipment failures, etc. will result in a change order.
- No extra time for addressing failed units or delays caused by equipment performance. Extra days on site above the planned duration will result in a change order.
- No site preparation or restoration is included in this proposal.
- No Professional Engineer (PE) stamps are included in this proposal. If PE stamps are found to be necessary, a change order will be required.
- No OEM support, including de-installation or re-installation, is included in this proposal.
- No wall demolition is included in this proposal. It is assumed to be completed by General Contractor.
- No special access requirements; Local TSA, Airport or GC will provide escort as required.
- Procurement is for services only. Improvements of equipment aesthetics, such as the repainting or replacement of metal works, or replacing of belts, curtains or any subcomponent of the equipment is not included.
- Repair or replacement of currently worn or damaged subcomponents, such as wheels, belts, buttons and leveling feet are not included.
- Seller does not warranty the performance of the equipment after OEM certification as maintenance and operation is the responsibility of TSA.
- Services do not require permits and do not include coordination with local TSA project personnel.
- No assessment of the structural strength, stresses, or loading analyses will be required. No asbestos survey analysis, asbestos abatement, environmental analysis, or other analysis will be required.
- Inclement weather, state of emergency, and/or pandemic may prevent timely travel to and from airport sites in efforts to meet the schedule for site surveys and site validation reports.
- No Ground Penetrating Radar priced or needed.

EXHIBIT 2

LIST OF DELIVERABLES AND DELIVERY DATES

(including Acceptance Criteria)

Checked Baggage Equipment Relocation (Relocation): Daily Reports will be submitted during each day of the Relocation phase. Relocation is expected to be completed within one week. Relocation will be considered complete upon TSA approval of the concept drawing, airport acceptance of the position of the CT-80 after rigging, and submittal of the as-built drawing.

The Period of Performance is from 30 August 2023 – 15 November 2023. Actual time on site for the movement of equipment is only expected to be one day.

EXHIBIT 3

PAYMENT SCHEDULE

Due to the short duration of the project, only one invoice for the full contract value of \$34,834.00 will be submitted upon completion of the Checked Baggage Equipment Relocation as defined in Exhibits 1 and 2.



City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

MEMORANDUM

Date: September 1, 2023

To: **Vertex Aerospace LLC**

Attn: **Justin Burns**

From: *Travis Dutton-Leyda, Chief Procurement Officer, City of Santa Fe Purchasing Division*
RE: **GSA Contract 47QRAD20DU133, OASIS Unrestricted, Pool 1**

The City of Santa Fe by mutual agreement between the City and **Vertex Aerospace LLC** is willing to enter into a GSA price agreement based on the following requirements:

1. Provide an updated Federal Supply Schedule to include current or updated contract dates.
2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

I agree to extend and/or renew the above referenced GSA price agreement.

I DO NOT agree to extend and/or renew the above referenced GSA price agreement.

Justin Burns, Principal Specialist, Contracts
Print Name, Title

justin.burns@GoV2X.com
Email Address

Justin Burns
Signature

Vertex Aerospace LLC
Company Name

9/1/2023
Date

555 Industrial Dr. S, Madison, MS 39110
Address

Cc: Travis Dutton-Leyda, Chief Procurement Officer
Procurement File

ONE ACQUISITION SOLUTION FOR INTEGRATED SERVICES (OASIS) UNRESTRICTED, POOL 1

CONTRACT DATA

Vehicle Type	Multi-Agency, Multiple Award Contract (MAC)
Contracting Agency	General Services Administration (GSA)
Eligible Users	All Federal Agencies Worldwide
Government User Fee	Innovative tiered access fee ranging from 0.1% to 0.75% based on obligation level.
Task Order Types	All Contract Types Including: FFP, T&M, Cost, and Hybrids
Period of Performance	September 29, 2020 – December 19, 2024
Contract Number	47QRAD20DU133
Contract Benefits	Tier 3, Best-in-Class (BIC) contract vehicle, single solution for complex requirements, no maximum order or ceiling limitations, ordering Contracting Officer determines terms and conditions and/or provisions and clauses, evaluation criteria, and method of awards.



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: VERTEX AEROSPACE LLC

Business Location: 555 INDUSTRIAL DR
SOUTH MADISON, MS 39110

Owner: VERTEX AEROSPACE LLC

License Number: 235811

Issued Date: September 05, 2023

Expiration Date: September 05, 2024

CRS Number: 024833343006

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

VERTEX AEROSPACE LLC
555 INDUSTRIAL DR
SOUTH MADISON, MS 39110

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Vertex Aerospace, LLC 555 Industrial Drive South Madison, MS 39110	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702
 POLICY NUMBER: SCF C70317771 EFF DATE: 03/01/2023 EXP DATE: 03/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and Employers' Liability Per Statute	E.L. EACH ACCIDENT E.L. DISEASE -EA EMP E.L. DISEASE -POLICY	\$1,000,000 \$1,000,000 \$1,000,000



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vertex Aerospace LLC

Procurement Title: Goods & Services

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Santa Fe Regional Airport Staff Name James Garduno

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: GSA

James Garduno Project Administrator August 25, 2023

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

Travis Dutton-Leyda Purchasing Officer Sep 5, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

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



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204289

Contractor: Vertex

Description: Request for the approval of Goods and Services Contract in the total amount of \$34,834.00 including NMGRT to supply site survey, drawings, rigging and as built drawings for Transportation Security Administration (TSA) security equipment move at the Santa Fe Regional Airport.

Contract Agreement Lease / Rent Amendment

Term Start Date: TBD Term End Date: June 30, 2026

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)

3. **Procurement History:** GSA

[Signature] Sep 5, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** Airport Terminal Expansion **Org / Object:** 5450407.572970

Andy Hopkins Sep 5, 2023
Andy Hopkins (Sep 9, 2023 14:11 MDT) Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: James Garduno Phone # 505-670-3232

Email: jdgarduno@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date



Item No. _____

Leidos, Inc.

**Professional Services Agreement
(Fixed Price)
Contract No. RM070623**

This Agreement, effective July 6, 2023, is between the City of Santa Fe, a municipal corporation in the State of New Mexico and sponsor of the Santa Fe Regional Airport ("Customer"), located at 200 Lincoln Ave., Santa Fe, NM 87501 and Leidos Inc., a Delaware corporation, having an office at 1750 Presidents Street, Reston, VA. 20190.

I. DESCRIPTION OF PROFESSIONAL SERVICES FOR FIXED PRICE

Leidos shall provide to Customer the Professional Services ("Services") described in Exhibit A. The Services shall be provided subject to the Terms and Conditions, which follow.

II. CUSTOMER AND LEIDOS ADMINISTRATIVE CONTACTS

James Garduno
Project Administrator
Santa Fe Regional Airport
121 Aviation Dr,
Santa Fe, NM 87507
Tel. No. (505) 670-3232
e-mail: jdgarduno@santafenm.gov

Paul Mancinelli
Project Manager
Leidos, Inc.
1750 Presidents Street
Reston, VA 20190
Tel. No. (240) 364-4755
e-Mail: Paul.a.mancinelli@leidos.com

In consideration of the mutual obligations assumed under this Agreement, Leidos and Customer agree to the Terms and Conditions attached hereto and incorporated by reference and represent that this Agreement is executed by duly authorized representatives as of the dates below.



Leidos, Inc.

**AGREED BY:
SANTA FE REGIONAL AIRPORT**

By: _____
Name: John Blair
Title: City Manager
Date: _____

LEIDOS, INC.

By: _____
Name: Robert L. Morgan III
Title: Sr. Contracts Manager
Date: _____

Attest:

Kristine Bustos Mihelcic, City Clerk

Date: _____

City Attorney's Office:

Kevin L. Nault
Kevin L. Nault (Sep 7, 2023 08:30 MDT)
Assistant City Attorney

Date: Sep 7, 2023

Approved for Finances:

Emily Oster, Finance Director

Date: _____

5450407.572970
Org/Object



Leidos, Inc.

TERMS AND CONDITIONS

1. Services: Deliverables

Leidos will perform the professional services ("Services") and deliver the deliverables ("Deliverables") described in the Statement of Work attached hereto as Exhibit A.

2. Place of Performance

Unless otherwise provided in this Agreement, Leidos may perform the Services in whole or in part at Leidos' place of business, Customer's place of business, and/or such other locations as Leidos may select.

3. Effective Date; Term

This Agreement shall be effective as of the date first above written (the "Effective Date") and shall continue in full force and effect until the Services have been completed or the Agreement has been terminated in accordance with section 9 hereof, whichever first occurs.

4. Price and Payment Terms

- a. Customer shall pay Leidos the price set forth on Exhibit B (the "Price"). Payments shall be made according to the schedule and provisions set forth in Exhibit B.
- b. Customer shall make payment to Leidos according to the schedule and provisions of Exhibit B. Leidos shall have a lien upon and may retain or repossess any and all Deliverables if Customer does not make full payment to Leidos.
- c. Invoiced amounts are immediately due and payable by either electronic funds transfer (EFT) or by mail to the following location(s).

Leidos
PO Box 223058
Pittsburgh, PA 15251-2058

- d. If Customer's action or inaction results in non-receipt of payment by Leidos for the total amount of an invoice within thirty (30) days of the date of such invoice, interest compounded at the rate of one percent (1%) per month shall thereafter be added to all amounts unpaid and outstanding. If Customer's action or inaction results in non-receipt of payment by Leidos, Leidos shall have the right exercisable in Leidos' sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder.



Leidos, Inc.

e. Bill To Address. The invoice will be mailed to:

James Garduno
Project Manager
Santa Fe Regional Airport
121 Aviation Drive
Santa Fe, NM
87507

5. Resources to be Provided by Customer

(a) Customer shall provide, maintain and make available to Leidos, at Customer's expense and in a timely manner, the resources described in this section 5, and such other additional resources as Leidos may from time-to-time reasonably request in connection with Leidos' performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

(b) Customer will designate qualified Customer personnel or representatives to consult with Leidos on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.

(c) Customer shall furnish access to Customer's premises, and appropriate workspace for any Leidos personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.

6. Confidentiality

In the event either party determines that it is necessary to provide confidential, proprietary, or trade secret information to the other party in connection with this Agreement, such disclosure will be made only after advancing written notice to the other party, and the parties have executed a mutually satisfactory Non-Disclosure Agreement. Nothing in this Agreement or in the Non-Disclosure Agreement referred to in this section shall be deemed to restrict or prohibit Leidos from providing to other services and deliverables the same as or similar to the Services and Deliverables. In providing any such similar services or deliverables to any third party, Leidos shall keep confidential any Customer confidential, proprietary or trade secret information which is subject to the Non-Disclosure Agreement executed pursuant to this section, in accordance with the requirements of such agreement.

**Leidos, Inc.****7. Intellectual Property**

(a) Customer and Leidos shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

(b) Leidos grants to Customer a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Leidos Intellectual Property incorporated into any Deliverable, solely for Customer's use of that Deliverable for its internal business purposes. Leidos shall retain ownership of and unrestricted right to use any Intellectual Property. The Services performed and any Deliverable produced pursuant to this Agreement are not "works for hire."

(c) As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable and first created or developed by Leidos in providing the Services.

8. Taxes

(a) LEIDOS' invoice(s) to Customer shall include any and all sales, use, value added, excise, import, privilege, or similar taxes, levies or payments in lieu thereof, including interest and penalties thereon, arising out of or in connection with the performance of this Agreement (other than those levied on Leidos' income), imposed by any authority, government or governmental agency. LEIDOS shall be responsible for payment of applicable taxes.

(b) If a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by Leidos to Customer (except those taxes relating to Leidos' income), Leidos shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

9. Termination for Default

Either party may terminate this Agreement if (i) the other party fails to perform a material obligation of the Agreement in accordance with its terms and does not take efforts to cure such failure within a period of 30 days after receipt of notice from the non-breaching party specifying such failure; or (ii) the other party becomes insolvent or the subject of proceedings under law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts generally as they become due. In addition, Leidos may terminate this Agreement effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder.

**Leidos, Inc.**10. Limited Warranty

(a) Leidos warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. In the event of any breach of the foregoing warranty, provided Customer has delivered to Leidos timely notice of such breach as hereinafter required, Leidos shall, at its own expense, in its discretion either: (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by Leidos attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to Leidos written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this Section 10(a) is the sole and exclusive remedy for breach of the foregoing warranty.

(b) LEIDOS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CLIENT'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.

(c) Customer represents and warrants to Leidos that Customer has the right to use and furnish to Leidos for Leidos' use in connection with this Agreement, any information, specifications, data or Intellectual Property that Customer has provided or will provide to Leidos in order for Leidos to perform the Services and to create the Deliverables identified in Exhibit A.

11. Limitation of Liability

(a) Leidos' total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount actually paid to Leidos under this Agreement, or under the specific task order at issue, whichever is less.

(b) In no event shall either Leidos or Customer be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

**Leidos, Inc.**12. Non-Waiver of Rights

The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

13. Rights and Remedies Not Exclusive

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

14. Severability

If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

15. Conflicting Provisions

This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

16. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Leidos may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.

17. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of New Mexico, without regard to its laws relating to conflict or choice of laws.

18. Interpretation

The captions and headings used in this Agreement are solely for the convenience of the

**Leidos, Inc.**

parties and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore, no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

19. Disputes

Venue for any controversy, claim or dispute (“Dispute”) arising out of or relating to this Agreement shall be resolved in the First Judicial District Court in Santa Fe County. Before commencing any court action, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may take legal action as allowed by law.

20. Multiple Copies or Counterparts of Agreement

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

21. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

22. Relationship of Parties

Leidos is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.



Leidos, Inc.

23. Third Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

24. Waiver or Modification

This Agreement may be modified, or part or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of the party against whom enforcement of the purported modification or waiver is sought.

25. Entire Agreement

This Agreement, including any and all Exhibits attached hereto, which are hereby incorporated by reference, constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the Services or Deliverables to be provided hereunder.

26. Survival

The provisions of sections 4, 6, 7, 9, 10, 11, and 19 shall survive the termination or expiration of this Agreement.



Leidos, Inc.

Exhibit A

Statement of Work

1. Description of Services:

The equipment move will consist of relocating one (1) Reveal CT-80 standalone EDS unit approximately 20-30 lineal feet from its current positions. Leidos will provide rigging and Leidos SES technicians to decommission and recommission the Reveal CT-80. Other activities such as design, site preparation will be provided by V2X or others. Leidos SES will perform a SAT after the unit is relocated to its new location.

TSA approved IFC drawings are being provided by Santa Fe Regional Airport.

Leidos will not be providing a site lead for work site services and coordination between stakeholders will occur through LG Contracting and Leidos SES technicians. Leidos will not be responsible for any de-installation of existing Duress Alarms (if required) at these standalone EDS units or their reinstallation once the units are placed in their final location, including any programming of monitoring panel(s) and auto dialers with the support of the Duress Alarm help desk.

2. Period of Performance:

	<u>Month</u>	<u>Day</u>	<u>Year</u>
From	September 13, 2023	To	November 15, 2023

The above period of performance notes the total anticipated period of performance that includes all planning, actual on-site efforts, and contract closeout activities.

3. Individuals to be provided:

Leidos will provide riggers and Leidos SES OEM certified technicians for relocation and re-installation of the CT-80.

4. Assumptions

- A. A final, executed service agreement will be provided via email no later than 5:00 PM EST on 7/13/2023 to Robert Morgan.
- B. Upon award, Leidos will be given TSA approved Issued for Construction (IFC) drawings and any other relevant site information showing exact placement of the equipment to complete the relocations three (3) business days prior to our start date.
- C. Specialty moving equipment (bogey wheel) is required during this effort.
- D. Leidos Quote includes OEM support and rigging to include:
 - i. Relocation, recertification, and SAT of one (1) Reveal CT-80 unit.
- E. Leidos is not responsible for any ancillary equipment that is not existing on site or part of the existing checkpoint equipment move.
- F. Badging of contractor personnel is not required. Local Airport, General Contractor or TSA will provide security escorting if required.
- G. Leidos will invoice for 100% of the total proposed price upon project completion.
- H. Completion is defined as reinstallation of the noted equipment in the final location



Leidos, Inc.

identified on the TSA approved IFC drawings and completion of ORT/SAT witness testing for the equipment identified in Section D.

5. Deliverable Items:

The deliverable items will include certifications that SAT testing was successfully completed. The airport commission and local TSA will provide a representative to verify the work completion on the last day of the noted schedule to document equipment has been relocated and is operational.



Leidos, Inc.

Exhibit B

Price:

The Price shall be **\$54,700**.

Leidos will invoice for 100% of the total proposed price upon project completion.

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between LEIDOS and the CITY OF SANTA FE (Customer).

INDEMNIFICATION

Subject to Paragraph 11 of this agreement, LEIDOS, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Santa Fe and its agents and employees from and against all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising from third party claims, lawsuits, or similar causes of action (individually or collectively, "Claims") to the extent such Claims arise from or are in any way connected to LEIDOS' (including its employees and subcontractors) negligence, intentional misconduct, or violation of applicable law.:-

INSURANCE

LEIDOS shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required set as the City's maximum liability under the New Mexico Tort Claims Act in NMSA 1978, Section 41-4-19, currently \$1,050,000.00. LEIDOS shall furnish CUSTOMER with proof of insurance of LEIDOS's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

CIVIL RIGHTS

LEIDOS may not, in performing its obligations under this agreement, exclude from participation in, deny the benefits of, or be otherwise subject to discrimination any person on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements.

Further, LEIDOS shall not discriminate on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, medical condition or citizenship status, or, if the employer has fifty

(50) or more employees, spousal affiliation; provided, however, that 29 U.S.C. Section 631(c)(1) and (2) shall apply to discrimination based on age.

City of Santa Fe:

LEIDOS:

John Blair, City Manager

Name & Title

Date:_____

Date:_____

Attest:

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Kevin L. Nault
Kevin L. Nault (Sep 7, 2023 08:30 MDT)

Assistant City Attorney

Approved for Finances:

Emily Oster, Finance Director



City of Santa Fe, New Mexico

Memorandum



DATE: September 20, 2023

TO: Governing Body

VIA: Regina Wheeler, Public Works Department Director
Sam Burnett, Facilities Division Director *J Samuel Burnett*
J Samuel Burnett (Sep 22, 2023 09:49 MDT)

FROM: Tim Farrell, Property Development Manager *Timothy Farrell*

ACTION:

Request the approval of Amendment No. 1 to the City of Santa Fe's General Service Agreement with the Santa Fe Railyard Park Conservancy to increase the compensation by \$300,000 for a total of not to exceed \$400,000 through June 30, 2026 and clarify responsibilities and reporting. (Tim Farrell, Property Development Manager, tgfarrell@santafenm.gov, 505-490-1659)

BACKGROUND AND SUMMARY:

Established in 2008, the Santa Fe Railyard Park Conservancy ("Conservancy") previously known as the "Railyard Park Stewards" is a non-profit organization, whose mission is to provide community stewardship and advocacy for the care and programming of the Railyard Park.

The Conservancy provides approximately 4000 hours annually in specialized horticultural care, community garden coordination, public outreach, volunteer coordination, fundraising and programming for specialized park events.

Amendment No. 1 increases compensation for Fiscal Years 2024 through 2026, clarifies the Conservancy's responsibilities, and sets up clear reporting procedures. This amendment was developed with, and agreed to, by the Conservancy.

Governing Body Resolutions 2010-11 and 2010-82 state City Council's support for the Conservancy's programs and provides partial funding toward their mission. The conservancy has provided stewardship and programming in Railyard Park, with the City's support, since 2010. In 2022 a new four-year General Service Agreement with the Conservancy was executed for services through June 30, 2026 at \$100,000 per year.

The following list is a brief overview of the responsibilities of the Conservancy for Horticultural, Educational and Public Art Projects.

- Continued care and advocacy for all the Railyard Park's gardens via community support.
- Hosting the many large out-of-state volunteer crews at the Railyard coming from Glorieta Camps during the summer.

- Facilitation of *Youth-In-Service* and *Yardmasters* volunteer programs: 100+ volunteer sessions contributing to more than 2680 hours of gardening, trash pickup and weeding in Railyard Park.
- Facilitation of the volunteer Children's Advisory Committee: meetings & projects.
- Hosting Living Laboratory field trips for local K-5 public school students
- Receiving and processing all artist proposals for placing work within the Park with the Railyard Art Project Advisory Committee to jury proposals through selection and communication with artists after proposal submission.

PROCUREMENT METHOD:

Sole Source Contract Approved by the Chief Procurement Officer.

FUNDING SOURCE: Funding for the contract is included in the Facilities annual operating budget

Fund name/number: Railyard 515

Org name/number: Ryd Oper/5156001

Object name/number: Svc Cntr/510310

ATTACHMENTS:

Amendment #1 to Agreement #22-0389

Railyard Park Conservancy's Proposal

Santa Fe Railyard Park Conservancy's General Service Agreement #3203735

Railyard Park Conservancy's Certificate of Insurance

Railyard Park Conservancy's Business License

Summary of Contracts

Procurement Checklist

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE SF RAILYARD PARK
CONSERVANCY
AGREEMENT ITEM#22-0389**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated August 10, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and the Santa Fe Railyard Park Conservancy. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the management and implementation of the Railyard Park Programs for the Santa Fe Railyard Park in Santa Fe, New Mexico. This includes coordinating and managing the work of volunteers, preparing yearly program budgets, hiring independent consultants for project coordination and starting the Membership Program.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1 of the Agreement is amended, so that Article 1 reads as follows:

A. The Contractor shall perform the work, as outlined as Exhibit A and A-1 in the Agreement, attached hereto and made a part thereof, under the following terms and conditions:

- 1) The Santa Fe Railyard Park Conservancy shall provide landscape maintenance services for the Railyard Park, Plaza, and Saint Francis Underpass as their primary responsibility.
- 2) The Santa Fe Railyard Park Conservancy shall manage and implement the Railyard Park Programs for the Railyard Park in Santa Fe, New Mexico. These programs will be

reviewed and approved by the City of Santa Fe Facilities Division or other assigned City representative.

- 3) The Railyard Park Conservancy shall manage and coordinate the work of all volunteers providing services and monitor their progress to meet deadlines.
- 4) The Railyard Park Conservancy shall prepare a yearly program budget based on costs for previous years.
- 5) The Railyard Park Conservancy shall hire independent consultants to provide project coordination. These projects will be reviewed and approved by the City of Santa Fe Facilities Division or other assigned City representative.
- 6) The Railyard Park Conservancy shall provide the City with a quarterly narrative report, detailing the work the Conservancy completed during the previous quarter, along with any subsequent funding raised in the same period to support their operations and work within the Railyard Park.

2. COMPENSATION

Article 3 of the Agreement is amended to increase the amount of compensation by \$300,000, so that the following reads as follows:

A. The City shall pay to the Contractor each fiscal year based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Horticulture Care & Educational Programming FY 23		\$100,000.00
01 Horticulture Care & Educational Programming FY 24		\$100,000.00
02 Horticulture Care & Educational Programming FY 25		\$100,000.00
03 Horticulture Care & Educational Programming FY 26		\$100,000.00

The total compensation under this Agreement shall not exceed \$400,000.00 including New Mexico Gross Receipts Tax.

B. Invoicing shall be completed in accordance with the following:

- 1) Invoices, along with a detailed report of the work and events the Conservancy has managed in the the previous month, shall be due no later than the 15th day of each month. This report will be used to assess the invoice submitted to the City.
- 2) Invoices shall contain a Work Log Tracker for volunteers, consultants, and Santa Fe Railyard Conservancy staff.
- 3) Invoices shall reflect and bill the City for the actual monthly total hours worked and contain a breakdown of all services rendered by type and their hourly rate. The City shall reimburse the Conservancy accordingly each month until the annual Compensation amount (as set forth is Section 3 of the General Service Contract) is reached. In the event the Compensation amount is reached prior to the end of the fiscal year, Invoices will be provided as herein described but no reimbursement will be due by the City to the Conservancy.

- 4) Invoices shall contain copies of all receipts for services, supplies, and incidental expenses.
- 5) Hourly rates shall not exceed the following:
 - i. Educational Programing, Coordination, and Oversight (Contractor/Staff): \$34.76/hour.
 - ii. Educational Programing, Coordination, and Oversight (Contractors Volunteers): \$28.54/hour.
 - iii. Executive Administration (Contractor Staff): \$29.00/hour.
 - iv. Horticultural Care (Contractors Volunteers): \$28.54/hour.
 - v. Volunteer Advisory Committee (Contractors Volunteers): \$28.54/hour.
 - vi. Horticultural Care Coordination and Oversight (Contractor Staff): \$31.94/hour.
 - vii. Mark up on materials and incidental fees shall not exceed 15%

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:
Railyard Park Conservancy

ALAN WEBBER, MAYOR



IZZY BARR
EXECUTIVE DIRECTOR

DATE: _____

DATE: Sep 5, 2023

CRS# 03-201187-003
Registration# 223586

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 5, 2023 08:10 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

5156001/510310 AH
Org.#/Obj.# _{AH}

August 30, 2023



BOARD MEMBERS

Jennifer Jenkins,
President

Max Myers,
Treasurer

Anne Nelson,
Secretary

Brian Egolf,
Ex Officio

Molly Mehaffy

Priscilla Shannon
Gutierrez

Lynn Grimes

STAFF

Izzy Barr, *Interim
Executive Director*

Peggyjoy Hodgen,
*Horticulture Program
Coordinator*

Corey Pritts,
Marketing Director

Juliet Staveley,
*Early Childhood
Educator*

Dear Mayor Webber, City Council Members, and Sam Burnett:

The Railyard Park Conservancy (RPC) appreciates the City of Santa Fe's continued support in our partnership to maintain the Railyard Park + Plaza. Through a Professional Services Agreement (PSA), the City has supported RPC's mission to provide community stewardship and advocacy for the Railyard Park's horticultural care, educational programming and public art since 2010. The RPC formally requests a PSA from the City of Santa Fe for Fiscal Years (FY) 2024, 2025 and 2026 in the amount of \$100,000 (this request is valid until 12/31/2023). We understand that the City's priority is funding the maintenance and care of the Railyard Park, as outlined below under "Horticultural Care", with the remainder of funds supporting Educational Programming. We also understand that continuation of our Public Art programming is contingent on our ability to raise outside funding.

PSA funds will support the following Scope of Services:

Horticultural Care of the Railyard Park – \$70,000

As per the City of Santa Fe, this is the Conservancy's core function and must remain fully funded at \$70,000

- Facilitation of *Youth-In-Service* and *Yardmasters* volunteer programs: 100+ volunteer sessions contributing to more than 2680 hours of gardening, trash pickup and weeding in Railyard Park.
- Implementation of *Graze Days*, a long-term collaboration with Quivira Coalition, Santa Fe Parks Department and a local rancher to restore the park's 2.1 acres of native grasslands and eliminate the need for regular irrigation and mowing.
- Management and care of Railyard Park's Compost: compost pick-up from Farmer's Market and/or Railyard Flats residents.
- Care for the Waffle Garden and its associated Acequia Niña: Planting, watering, weeding and harvesting of vegetables in the public garden. Weeding and removing debris from Acequia Niña.
- Care and stewardship for Acequia Madre: removing suckers from elm stumps (elm trees were removed in Jan 2020), continued coordination and collaboration with Acequia Madre Association to make repairs to the Acequia.
- Upkeep of the Native Bee House and continued habitat support for pollinators in the park, participation in Santa Fe's Pollinator Trail.
- Hosting of Youth Conservation Corp (YCC) crew in the summer to tackle large projects.
- Oversight of the Community Room and the RPC tool shed, providing basic supplies for the Community Room in collaboration with Santa Fe Railyard Community Corporation.
- Facilitation of a volunteer Horticulture Advisory Committee: meetings and projects.
- Hosting of large out-of-state volunteer crews from Glorieta Camps during the summer.
- Coordination with City of Santa Fe and the Santa Fe Conservation Trust to comply with the Conservation Easement in all gardening and programming tasks.
- Continued care and advocacy for all of the Railyard Park's gardens via community support.



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Marketing Director

Juliet Staveley,
*Early Childhood
Educator*

Educational Programming in the Railyard Park - \$30,000

As per the City of Santa Fe, these services shall be supplemented as Conservancy-raised funding allows.

- Facilitation of *Sand Play Saturday* in the Children's Play Area every Saturday during the summer - nature-based play for young children and their families. Includes coordinating with community collaborators to provide programming.
- Hosting of a *Pop-Up Playground* free-play event for kids of all ages in the fall.
- Using *Graze Days* as an opportunity to educate the public on prescribed grazing through programs, field trips and infographic A-Frame signs.
- Facilitation of the volunteer Children's Advisory Committee: meetings & projects.
- Hosting Living Laboratory field trips for local K-5 public school students

Public Art in the Railyard Park + Plaza - \$0

As per the City of Santa Fe, these services shall be provided as Conservancy-raised funding allows.

- Overseeing insurance and conservation easement compliance for all art installations.
- Receiving and processing artist proposals via an online form.
- Coordination with other stakeholders in the park such as Santa Fe Railyard Community Corporation, City of Santa Fe Parks Department, City of Santa Fe Public Works and the Santa Fe Conservation Trust.
- Facilitation of the volunteer Railyard Art Project Advisory Committee to jury proposals.
- Review of public art proposals and communication with artists after proposal submission.

Funds from a PSA for FY2024, FY2025 and FY2026 will support the RPC's staffing expenses associated with the Scope of Services detailed above, including a portion of payroll for two full-time staff members and one part-time staff member – the Executive Director (F/T), a Horticulture Program Coordinator (F/T), and Marketing Director (P/T). The RPC supplements funds from a City PSA with individual donations, business memberships and grants.

With a small staff, the RPC is able to execute the Scope of Services outlined above by facilitating community volunteerism, which was recognized by the Mayor's Ball Committee in 2020. Relying on community support, the RPC is honored to have the Railyard Park voted "Best Park in Santa Fe" from 2019-2023. By investing in the Railyard Park Conservancy, the City of Santa Fe is helping to further ever-increasing community support for Santa Fe's Railyard Park + Plaza. Thank you for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "Izzy Barr".

Izzy Barr
Executive Director

A handwritten signature in blue ink that reads "Jennifer Jenkins".

CC: Jennifer Jenkins
Board Chair



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203735

Contractor: Railyard Park Conservancy

Description: Amendment #1 requesting approval of \$300,000.00 including NMGRT and amendment to the scope of work for the Railyard Park Conservancy Horticultural Care, Educational Programming, and Public Art.

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2022 Term End Date: 6/30/2026

Approved by Council Date: _____

Contract / Lease: 3203735

Amendment # 1 to the Original Contract / Lease # 3203735

Increase/(Decrease) Amount \$ 300,000.00

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:** Sole Source

JorAnn Lovato Montano Sep 28, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Increasing compensation on contract. SS approved for 4 years

4. **Funding Source:** FACTRAINDE (Railyard WIP) **Org / Object:** 5156001.510310

Andy Hopkins Sep 28, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Tim Farrell Phone # 505-490-1659

Email: tgfarrell@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Railyard Park Conservancy

Procurement Title: Railyard Parks Programs Administration

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 Staff Name Tim Farrell

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:

Tim Farrell Property Development Manager 9/5/2023

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

JoAnn Lovato Montano Contracts Supervisor Sep 28, 2023

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
GENERAL SERVICES 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 **The Santa Fe Railyard Park Conservancy** 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 **The Santa Fe Railyard Park Conservancy**. "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:

- 1) The Santa Fe Railyard Park Conservancy shall manage and implement the Railyard Park Programs for the Santa Fe Railyard Park in Santa Fe, New Mexico as described in Exhibit "A" attached hereto.
- 2) Manage and coordinate the work of all volunteers providing services and monitor their progress to meet deadlines.
- 3) Prepare a yearly program budget based on costs for previous years.
- 4) Hire independent consultants to provide project coordination.
- 5) Start the process for a Membership Program.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Horticultural Care & Educational Programming		\$100,000.00

The total compensation under this Agreement shall not exceed **\$100,000.00** 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 **July 1, 2022**, and end on **June 30, 2026**. 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, § 38-3-2. 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. 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.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or 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:
Sam Burnett
Facilities Division Director
City of Santa Fe Public Works Dept.
jsburnett@santafenm.gov
(505) 795-2491

To the Contractor:
Shannon Palermo, Executive Director
Railyard Park Conservancy
805 Early Street, Suite 204B
Santa Fe, NM 87505
505-316-3596
shannon@railyardpark.org

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:
Shannon Palermo, Executive Director
Railyard Park Conservancy
805 Early Street, Suite 204B
Santa Fe, NM 87505
505-316-3596
shannon@railyardpark.org

42. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

CONTRACTOR:
Railyard Park Conservancy

John Blair
John Blair (Aug 10, 2022 18:15 MDT)
JOHN BLAIR, CITY MANAGER

Shannon Palermo Izzy Barr
Shannon Palermo (Mar 18, 2022 12:52 MDT) Izzy Barr (May 12, 2022 13:07 MDT)
SHANNON PALMERO
EXECUTIVE DIRECTOR Izzy Barr, Interim Executive Director

DATE: Aug 10, 2022

DATE: Mar 18, 2022 May 12, 2022
CRS# 03-201187-003
Registration # 223586

ATTEST:

Kristine Bustos Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero

Alexis Lotero (Aug 10, 2022 11:35 MDT)

Aug 10, 2022

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

5156001.520100 *AH*

Org. Name/Org.# *AH*



RAILYARD PARK CONSERVANCY

EXHIBIT A

Dear Mayor Webber, City Council Members, and Sam Burnett:

BOARD MEMBERS

Jennifer Jenkins,
President

Max Myers,
Treasurer

Anne Nelson,
Secretary

Brian Egolf,
Ex Officio

Molly Mehaffy

Priscilla Shannon
Gutierrez

Lynn Grimes

STAFF

Shannon Palermo,
Executive Director

Kathryn York,
Marketing Director

Peggyjoy Hodgen
Volunteer
Coordinator

Juliet Staveley
Early Childhood
Educator

Natalie Rae Good,
Community Garden
Manager

The Railyard Park Conservancy (RPC) deeply appreciates the City of Santa Fe's continued support in our partnership to maintain the Railyard Park+ Plaza. Through a Professional Services Agreement (PSA), the City of Santa Fe has supported the mission of the Railyard Park Conservancy to provide community stewardship and advocacy for the Railyard Park's horticultural care, educational programming, and public art since 2010. The Railyard Park Conservancy formally requests a PSA from the City of Santa Fe for Fiscal Year (FY) 2021-22 in the amount of \$100,000. We understand that the City's priority is the maintenance of the Railyard Park and that as a result of budget constraints, funds will prioritize maintenance and care of the park outlined under the "Horticultural Care". We appreciate the City's continued support of the other services we provide - Educational Programming and Public Art. We understand that these services and activities may continue if the RPC is able to raise appropriate funding.

PSA funds will support the following Scope of Services provided between July 1, 2021 - June 30, for Fiscal Years 2023-2026.

Horticultural Care of the Railyard Park - \$70,000

As per the City of Santa Fe - this is the Conservancy's core function and must remain fully funded at \$70,000

- Facilitation of **Youth-In-Service** and **Yardmasters** volunteer programs: 100+ volunteer sessions contributing to over 2000 hours of gardening, trash pickup, and weeding in Railyard Park.
- Implementation of **Graze Days**, a long-term collaboration with Quivira Coalition, Santa Fe Parks Department, and a local rancher to restore the park's native grasslands and eliminate the long-term need for regular irrigation and mowing for over 2 acres of the Railyard Park.
- Management and care of Railyard Park's Compost: Compost pick-up from Farmer's Market and/or Railyard Flats residents.
- Care for the Waffle Garden and its associated Acequia Nina: Planting, watering, weeding, and harvesting of vegetables in the public garden. Weeding and removing debris from Acequia Nina.
- Care and stewardship for Acequia Madre: removing suckers from elm stumps (elm trees were removed in Jan 2020), continued coordination and collaboration with Acequia Madre Association to make repairs to the Acequia.
- Upkeep of the Native Bee House and continued habitat support for pollinators in the park, participation in Santa Fe's Pollinator Trail.
- Hosting of Youth Conservation Corp (YCC) crew the over summer in order to tackle large projects.
- Oversight of the Community Room and the Railyard Park Conservancy tool shed, providing basic supplies for the Community Room in collaboration with Santa Fe Railyard Community Corporation.
- Facilitation of a volunteer Horticulture Advisory Committee: meetings and projects.
- Hosting of large out-of-state volunteer crews from Glorieta Camps during the summer.
- Collaboration with Amp Concerts to host a park clean-up event before a movie night.
- Coordination with City of Santa Fe and the Santa Fe Conservation Trust to comply with the Conservation Easement in all gardening and programming tasks.
- Continued care and advocacy for **all** of the Railyard Park's gardens via community support.



BOARD MEMBERS

Jennifer Jenkins,
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Treasurer

Anne Nelson,
Secretary

Brian Egolf,
Ex Officio

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Priscilla Shannon
Gutierrez

Lynn Grimes

STAFF

Shannon Palermo,
Executive Director

Kathryn York,
Marketing Director

Peggyjoy Hodgen,
Volunteer
Coordinator

Juliet Staveley,
Early Childhood
Educator

Natalie Rae Good,
Community Garden
Manager

Educational Programming in the Railyard Park - \$30,000

As per the City of Santa Fe – these services shall be provided as Conservancy raised funding allows.

- Facilitation of *Sand Play Saturday/Safe Summer Fun* in the toddler play area every Saturday during the summer - nature-based play for young children and their families. Includes coordinating with community collaborators to provide programming.
- Hosting of a *Pop-Up Playground* free-play event for kids of all ages in the fall.
- Using *Graze Days* as an opportunity to educate the public on prescribed grazing through

Public Art in the Railyard Park + Plaza - \$0

As per the City of Santa Fe – these services shall be provided as Conservancy raised funding allows.

- Overseeing insurance and conservation easement compliance for all art installations.
- Receiving and processing artist proposals via an online form.
- Coordination with other stakeholders in the park such as Santa Fe Railyard Community Corporation, City of Santa Fe Parks Department, City of Santa Fe Public Works, and the Santa Fe Conservation Trust.
- Facilitation of the volunteer Railyard Art Project Advisory Committee to review proposals.



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*Volunteer
Coordinator*

Juliet Staveley,
*Early Childhood
Educator*

Natalie Rae Good,
*Community Garden
Manager*

RPC Staffing Expenses FY21-22	Description	Costs FY21-22 (\$)	
<i>Volunteer Coordinator</i>	Part-time (20hrs/wk) position. Boots-on-the-ground oversight of volunteer groups & horticultural care in the Park. Works most directly with City Park Staff, the RPC's Horticulture Advisory Committee, and other stakeholders. Assists with youth-in-service groups and returning school groups for volunteer work. Oversees YCC volunteers for four weeks over the summer.	23,000	
<i>Executive Director</i>	Full-time position. Solicits grants, donations, supporting memberships, and other revenue to support horticultural care in the Railyard Park. Leads field trips & volunteer sessions, coordinates community room rentals, and other "field work" as needed. Oversees insurance requirements and contracts with artists. Coordinates and oversees installation/ de-installation of public art. Leads all RPC Staff, coordinates with the Board of Directors, City of Santa Fe, Santa Fe Conservation Trust, Santa Fe Railyard Community Corporation, and other stakeholders. Coordinates four volunteer advisory committees, and oversees all RPC programming. Helps lead field trips & volunteer sessions, coordinates community room rentals, and other "field work" as needed.	60,000	
<i>Marketing Director **</i>	Works alongside the Executive Director to engage the community with the Park via monthly newsletters, Instagram, Facebook, press releases, promotion, graphic design, and video creation. Assists with managing supporting memberships and maintaining the website. Oversees rental of the community room and assists with "field work" as needed. Works alongside the Executive Director to oversee the public art program and the Railyard Art Project Committee.	40,000	
		123,000***	TOTAL

** While this position was full-time (at \$40,000/ year) for most of FY21-22, this position will segue into a part-time (20hrs/wk) position in the middle of 2022, due to reduction in City funding.

*** Funds from the City of Santa Fe will support approximately 81% of staffing expenses for FY21-22.



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Secretary

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Ex Officio

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Priscilla Shannon
Gutierrez

Lynn Grimes

Funds from a FY2021-22 PSA will support the RPC’s staffing expenses associated with the Scope of Services detailed above. The funds will support a portion of payroll for one full-time staff member and two part-time staff members who execute all RPC work – the Executive Director (F/T), a Volunteer Coordinator (P/T), and Marketing Director (P/T). The RPC supplements funds from a City PSA with individual donations, business donations via a Membership Program, and grants.

With a small staff, the RPC is able to execute the Scope of Services outlined above by facilitating community volunteerism. The RPC has a volunteer Board in addition to boots-on-the-ground volunteers. The RPC’s exemplary volunteer assistance was recognized by the Mayor’s Ball Committee in 2020. Relying on community support, the RPC is honored to have the Railyard Park voted “Best Park in Santa Fe” in 2019, 2020, and 2021. By investing in the Railyard Park Conservancy through a PSA for FY2021-22, the City of Santa Fe is helping to further ever-increasing community support for Santa Fe’s Railyard Park + Plaza. Thank you for considering this request.

STAFF

Shannon Palermo,
Executive Director

Kathryn York,
Marketing Director

Peggyjoy Hodgen,
*Volunteer
Coordinator*

Juliet Staveley,
*Early Childhood
Educator*

Natalie Rae Good,
*Community Garden
Manager*

Sincerely,

Shannon Palermo
Executive Director

CC: Jennifer Jenkins
Board Chair

Izzy Barr (May 12, 2022 11:07 AM)

Izzy Barr, Interim Executive Director



May 6, 2021
Amended 5/12/22

To: Sam Burnett
City of Santa Fe

BOARD MEMBERS

Jennifer Jenkins,
President

From: Shannon Palermo
Railyard Park Conservancy

Max Myers,
Treasurer

Re: Sole Source Letter from Contractor

Anne Nelson,
Secretary

Dear Sam Burnett,

Brian Egolf,
Ex Officio

The Railyard Park Conservancy is the only organization to ever submit a proposal to the City of Santa Fe in response to a Request for Proposals related to providing specialized care for the Railyard Park's gardens, educational and cultural programs. Since the beginning of the Railyard Project over a decade ago, no other organization has ever submitted a proposal in response to past bids. As such, the Railyard Park Conservancy is the only organization that has intellectual property based on long-term cultivation of programs, procedures, relationships, staff, volunteers, and institutional knowledge related to providing care for the Railyard Park's gardens, educational and cultural programs since 2010.

Molly Mehaffy

Priscilla Shannon
Gutierrez

Lynn Grimes

STAFF

Shannon Palermo,
Executive Director

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Palermo", is written over a light blue horizontal line.

Kathryn York,
Marketing Director

Shannon Palermo
Executive Director

Peggyjoy Hodgen
*Volunteer
Coordinator*

A handwritten signature in black ink, appearing to read "Izzy Barr", is written over a light blue horizontal line.
Izzy Barr (May 12, 2022 13:07 MD)

Juliet Stoveley
*Early Childhood
Educator*

Izzy Barr, Interim Executive Director

Natalie Rae Good,
*Community Garden
Manager*



Dear Sam Burnett,

BOARD MEMBERS

Jennifer Jenkins,
President

Max Myers,
Treasurer

Anne Nelson,
Secretary

Brian Egolf,
Ex Officio

Molly Mehaffy

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Peggyjoy Hodgen
*Volunteer
Coordinator*

Juliet Stavelay
*Early Childhood
Educator*

Natalie Rae Good,
*Community Garden
Manager*

Please find below a detailed quote reflecting the annual costs associated with the Railyard Park Conservancy's work providing community care for the Railyard Park + Plaza and St. Francis Underpass. This quote reflects one Fiscal Year:

SCOPE OF SERVICES	COSTS
Specialized Horticultural Care of the Railyard Park and St. Francis Underpass Gardens	\$70,000
Facilitate community volunteerism via weekly youth and adult volunteer programs, oversee grassland restoration and conservation efforts, manage two community food gardens, facilitate a volunteer Horticulture Advisory Committee, attend monthly meetings with the City of Santa Fe and Stakeholders, organize watering schedules for various gardens and drought stricken areas of the Railyard Park, provide stewardship for Acequia Niña and Acequia Madre. Other Park Services provided include Oversight of the Community Room and Tool Shed - including replenishing of tools and supplies, coordination with Santa Fe Conservation Trust, Santa Fe Railyard Community Corporation, Acequia Madre Association and other Railyard Stakeholders; fundraising and solicitation of in-kind donations.	
Free Educational Programming in the Railyard Park + Plaza	\$30,000
Facilitate educational opportunities associated with conservation efforts in the Railyard Park, coordinate a free workshop series out of the Park's Community Room, schedule and host science-based field trips available free-of-charge to all students, facilitate free nature-based play and child-directed play programs in the Park, provide green job skills training to young adults, and manage a volunteer Children's Advisory Committee. Provide staff to execute the responsibilities associated with Educational Programming in the Railyard.	
Public Art in the Railyard Park + Plaza	\$0
Oversee insurance and conservation easement compliance for art installations within the Railyard Conservation Easement, acquire final art installation approval from contract manager, Sam Burnett, coordinate art proposal submissions and outreach, manage a volunteer Railyard Art Project Advisory Committee to jury art proposals, coordinate with Railyard Stakeholders for install, de-install of all art, provide staff on site for all art installations and de-installations, communicate with artists to ensure contract is fully enforced and art is maintained throughout it's exhibition time. Provide full time staff to execute the responsibilities associated with managing public art in the Railyard	
	\$100,000 TOTAL

Sincerely,

Shannon Palermo
Executive Director

Izzy Barr, Interim Executive Director



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form **must** be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - () must be completed.*

*Date: 06/07/2021

*Prepared By: Sam Burnett Title: Property Maintenance Manager

*Vendor Name: Railyard Park Conservancy

*Address: 805 Early Street

*City: Santa Fe *State: New Mexico *Zip Code: 87501

*Description of Goods/Service to be procured:

*Estimated Cost: \$150,000/year Term of Contract: One (1) to Four (4) year from a Four Years

*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

The contractor shall provide horticultural services, educational programming, and public art for the Railyard Park in Santa Fe, New Mexico, as follows:

1. Determine the definitive scope of work, coordinate, implement and provide specialized programs and oversee the project administration for all phases of the programs.
2. The Contractor shall provide the following programs:
 - (a) Adult and Youth Volunteer Gardening Programs;
 - (b) Community Educational Programs;
 - (c) Community Workshop Program;
 - (d) Community Garden Programs;
 - (e) Temporary Public Art Program
 - (f) Green Job Skills Training Program
 - (g) Stewardship of Acequia Madre Program
3. Manage and coordinate the work of all volunteers providing services and monitor their progress to meet deadlines.
4. Manage and Coordinate four volunteer advisory committees:
 - (a) Railyard Art Project Committee
 - (b) Horticulture Committee
 - (c) Children's Committee
 - (d) Development Committee
5. Hire independent consultants to provide services as needed;
6. Coordinate programs with the City of Santa Fe, the Santa Fe Conservation Trust, Acequia Madre Association, and the Santa Fe Railyard Community Corporation.
7. Site specific horticultural services to maintain the Railyard Park
8. Manage community rental of the Railyard Park Community Room for small events
9. Provide basic supplies for the Community Room (trash bags, soap, paper towels, cleaning supplies)
10. Solicit in-kind donations, monetary donations, and grants to fund programs in the Railyard Park
11. Prepare a yearly budget based on program costs.



City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

The Railyard Park Conservancy has been providing horticultural care, educational programming, and public art in the Railyard Park for over a decade. In this time, they have developed both staffing and site specific programming for maintaining and engaging the community in the Railyard Park.

The Railyard Park Conservancy has successfully executed the obligations of an annual Professional Services Agreement since FY2010-11.

The Railyard Park Conservancy has developed a comprehensive working relationship with the Parks Division for the co-management of the Railyard Park, which is essential for meeting the demands of this scope of services.

The Railyard Park Conservancy has developed an extensive knowledge of the Parks physical features, vegetation, irrigation, infrastructure, and drainage systems that is essential in the proper management of the Park and fulfilling their scope of services.

The Railyard Park Conservancy has nurtured long standing relationships with a robust group of volunteers, Railyard Park neighbors, community groups, businesses, Railyard Stakeholders, and schools that allows them to meet the demands of their scope of services.

The Railyard Park Conservancy’s volunteers and staff have nurtured relationships with the unhoused community within the Park and surrounding area that helps keep the Railyard Park safe.

The Railyard Park Conservancy has developed four highly specialized volunteer advisory committees that inform the organization’s work implementing horticultural care, educational programming, and public art.

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

The Railyard Park Conservancy has experience working in tandem with other Railyard Stakeholders including: City of Santa Fe Parks Division, City of Santa Fe Public Works Department, Santa Fe Railyard Community Corporation, Santa Fe Conservation Trust, and the Acequia Madre Association, in order to implement their scope of services.

The Railyard Park Conservancy is the community stewardship organization that helped oversee the design and construction of the Railyard Park. The Railyard Park Conservancy has a working knowledge of the public input process and community design goals that informed the design of the Railyard Park and the entire Railyard Master Plan over two decades ago.

The Railyard Park Conservancy has long established, multi-year relationships with a large cadre of community volunteers who work in the Park weekly.

The Railyard Park Conservancy is an established and respected organization that is able to solicit in-kind, monetary, and grant funds to implement Railyard Park programs.

The Railyard Park Conservancy has a working knowledge of the Park’s physical features, vegetation, irrigation, infrastructure, and drainage systems that is essential in the proper management of the Park and fulfilling their scope of services.

The Railyard Park Conservancy has a working knowledge of the Conservation Easement and has over a decade of experience ensuring that all Railyard Park programs and community care adhere to the Conservation Easement.

The Railyard Park Conservancy has been providing horticultural care, educational programming, and public art in the Railyard Park for over a decade. In this time they have developed both staffing and site specific programming for maintaining and engaging the community in the Railyard Park.

The Railyard Park Conservancy has developed a comprehensive working relationship with the Parks Division for the co-management of the Railyard Park, which is essential for meeting the demands of this scope of services.

The Railyard Park Conservancy has developed four highly specialized volunteer advisory committees that inform the organization’s work implementing horticultural care, educational programming, and public art.




City of Santa Fe, New Mexico




***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.


Fran Dunaway (Jul 15, 2021 08:26 MDT)
Jul 15, 2021

 Fran Dunaway, CPO Date
 Purchasing Officer for the
 City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of one (1) year from the date of the award.*


Fran Dunaway (Dec 8, 2021 15:30 MST)
Dec 8, 2021

 Fran Dunaway, CPO Date
 Purchasing Officer for the
 City of Santa Fe

***Required Attachments:**

- *Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),*
- *Quote from sole source Contractor*
- *Agenda Item to be presented to City Council if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*



Railyard Park Conservatory Sole Source

Final Audit Report

2021-07-15

Created:	2021-07-14
By:	Lailah Herrera (lherrera@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA27XZXdfih6whhccN2D70oXqJM9Chq-f3

"Railyard Park Conservatory Sole Source" History

-  Document created by Lailah Herrera (lherrera@ci.santa-fe.nm.us)
2021-07-14 - 1:58:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-14 - 1:59:31 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-15 - 2:26:44 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-15 - 2:26:55 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-07-15 - 2:26:55 PM GMT





PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

FLEXIPLUS FIVE

NOT-FOR-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY INSURANCE
EMPLOYMENT PRACTICES LIABILITY INSURANCE
FIDUCIARY LIABILITY INSURANCE
WORKPLACE VIOLENCE INSURANCE
INTERNET LIABILITY INSURANCE

Philadelphia Indemnity Insurance Company

Policy Number: PHSD1677218

DECLARATIONS

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY THOSE CLAIMS FIRST MADE DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE AMOUNTS INCURRED FOR DEFENSE COST SHALL BE APPLIED AGAINST THE RETENTION.

Item 1. Parent Organization and Address:
Railyard Park Conservancy
805 Early St Ste B204
Santa Fe, NM 87505-1708

Internet Address: [www. railyardpark.org](http://www.railyardpark.org)

Item 2. Policy Period: From: 01/18/2022 To: 01/18/2023
(12:01 A.M. local time at the address shown in Item 1.)

Item 3. Limits of Liability:

(A)	Part 1, D&O Liability:	\$	1,000,000	each Policy Period.
(B)	Part 2, Employment Practices:	\$	1,000,000	each Policy Period.
(C)	Part 3, Fiduciary Liability:	\$		each Policy Period.
(D)	Part 4, Workplace Violence:	\$		each Policy Period.
(E)	Part 5, Internet Liability:	\$		each Policy Period.
(F)	Aggregate, All Parts:	\$	1,000,000	each Policy Period.

Item 4. Retention:
(A) Part 1, D&O Liability: \$ 1,000 for each Claim under Insuring Agreement B & C.
(B) Part 2, Employment Practices: \$ 1,000 for each Claim.
(C) Part 3, Fiduciary Liability: \$ for each Claim.
(D) Part 4, Workplace Violence: \$ for each Workplace Violence Act.
(E) Part 5, Internet Liability: \$ for each Claim.

Item 5. Prior and Pending Date: Part 1 01/18/2011 Part 2 01/18/2011 Part 3 No Date Applies
Part 4 No Date Applies Part 5 No Date Applies

Item 6. Premium: Part 1 \$ 902.00 Part 2 \$ 612.00 Part 3
Part 4 Part 5
State Surcharge/Tax: Total Premium: \$ 1,514.00

Item 7. Endorsements: PER SCHEDULE ATTACHED

In witness whereof, the Insurer issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Insurer.



John W. Glomb, Jr.
President & CEO

Countersignature

Countersignature Date



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company

COMMON POLICY DECLARATIONS

Policy Number: PHPK2360360

Named Insured and Mailing Address:

Railyard Park Conservancy
805 Early St Ste B204
Santa Fe, NM 87505-1708

Producer: 944

Hub International Insurance Services Inc
PO Box 3135
Albuquerque, NM 87190

Policy Period From: 01/18/2022 **To:** 01/18/2023

(505)828-4000

at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	106.00
Commercial General Liability Coverage Part	698.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Businessowners	
Workers Compensation	

Total **\$ 804.00**

Total Includes Federal Terrorism Risk Insurance Act Coverage **5.00**

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

John W. Glomb, Jr.
President & CEO

Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: PHPK2360360

Premis. No.	Bldg. No.	Address
0001	0001	805 Early St Ste B204 Santa Fe, NM 87505-1708
0002	0001	Railyard Park Santa Fe, NM 87505

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: PHPK2360360

Agent # 944

See Supplemental Schedule

LIMITS OF INSURANCE

\$	2,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	2,000,000	Products/Completed Operations Aggregate Limit
\$	1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit (Any One Premises)
\$	5,000	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: NON PROFIT ORGANIZATION

Business Description: Non Profit Organization

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$ 698.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: NONE

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date

Authorized Representative



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

BUSINESS REGISTRATION

Business Name: RAILYARD PARK CONSERVANCY
DBA: RAILYARD PARK
CONSERVANCY

Business Location: 805 EARLY ST 204 B
SANTA FE, NM 87505

Owner: NON PROFIT

License Number: 223586

Issued Date: January 03, 2023

Expiration Date: January 03, 2024

CRS Number: 03201187003

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

RAILYARD PARK CONSERVANCY
805 EARLY ST 204 B
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



City of Santa Fe, New Mexico

Memorandum



DATE: September 8, 2023

TO: Public Works & Utilities/Finance Committee/Governing Body

VIA: Regina Wheeler, Public Works Department Director *RW*
Melissa McDonald, RLA Parks Division Director *MM*

FROM: Zoe Isaacson, River and Watershed Manager *ZI*

ITEM AND ISSUE:

Request for the Approval of a Professional Service Agreement in the Total Amount of \$ 486,844 for On-Call Engineering Services for a Term of Three (3) Years with William J Miller Engineers, Inc. (Zoe Isaacson, River and Watershed Manager, zrisaacson@santafenm.gov, 505-955-6853).

BACKGROUND AND SUMMARY:

The City of Santa Fe Parks Division of the Public Works Department requests approval of an On-Call Engineering Professional Service Agreement (PSA) to address project development and emergencies as needed for a variety of stormwater drainage improvements, renovations, and repairs. Task orders are expected to directly align with the objectives set forth in the Stormwater Master Strategic Plan approved in 2019.

This PSA with William J Miller Engineers, Inc (WJM) will be utilized on a task order basis in an amount not to exceed \$162,281.25 (including NMGRT) per year for a period of three (3) years.

PROCUREMENT METHOD:

The procurement method is NM CES, Contracts No. 2023-01-C318- ALL Design Professional Services, Category 3- Lot 1, Other Engineering and Consulting Services.

CONTRACT NUMBER:

The Munis contract number is 3204255

FUNDING SOURCE:

Fund Name/Number: Stormwater/231

Munis Org Name/Number: Stormwater Utility Service Fee/2310411

Munis Object Name/Number: WIP Design/572960

ATTACHMENTS:

- Professional Service Agreement No. 3204316
- WJM Business License
- Summary of Contract
- WJM Certificate of Insurance
- Horizons Rejection Letter
- Procurement Check List

Reviewed By:

Halona Crowe

Halona Crowe
Business Operations Manager

Item# _____
Munis Contract# 3204316
CES Agreements# 2023-01-C318-ALL

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **William J Miller Engineers, Inc.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, this Agreement is issued against the CES agreement, established and maintained by the Cooperative Educational Services, 1061 Research Rd., SE, Albuquerque, NM 87123: 2023-01-C318-ALL Design Professional Services Category 30- Lot 1, Other Engineering and Consulting Services and through this language hereby incorporates this agreement by reference and is included in the order of precedence; and

WHEREAS, the Contractor does hereby accept its designation as engineering design professional, rendering services related to engineering analysis and design, surveying, and construction phase services for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of three (3) years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work.**

The Contractor shall provide On-Call Design Professional Services to be rendered on a Task Order Basis for the City in accordance with attached William J Miller Engineers, Inc. CES Contract: 2023-01-C318-ALL Design Professional Services Category 30- Lot 1, Other Engineering and Consulting Services as stipulated herein, including, but not limited to surveying, engineering analysis and design, approvals, permitting, bidding and construction administration of City of Santa Fe drainage improvement projects.

2. **Standard of Performance: Licenses.**

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **\$486,843.75** for the term of this Agreement. **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.**

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the not to exceed rate of one hundred and fifty-thousand dollars (\$150,000) in (FY24) through (FY25) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$12,281.25) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the not to exceed rate of one hundred fifty thousand dollars (\$150,000) in (FY25) through (FY26) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$12,281.25) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the not to exceed rate of one hundred fifty thousand dollars (\$150,000) in (FY26) through (FY27) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$12,281.25) shall be paid by the City to the Contractor.

B. 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.**)

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.

4. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **October 5, 2026** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. **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.

6. **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.

7. **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.

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.

C. 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.

D. 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.

E. 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.

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

14. Amendment.

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

H. 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. 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.

16. 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.

17. 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.

18. 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, sec. 38-3-2 . 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.

19. 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.

20. 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.

21. 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.

I. **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.

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

K. 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.

L. 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.

22. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the 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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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: Zoe Isaacson
1142 Siler Rd, Bldg C
Santa Fe, NM 87507

To the Contractor: William J Miller
Engineers, Inc
1511 Third Street
Santa Fe, NM 87505

28. 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.

29. 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.

30. Non-Collusion.

In signing this Agreement, the Contractor certifies the 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's Chief Procurement Officer.

31. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

William J Miller Engineers, Inc.

William J. Miller
NAME

PRESIDENT
TITLE

DATE: SEPT. 7, 2023

CRS# 02-336831-004

Registration # 17-00067308

ATTEST:

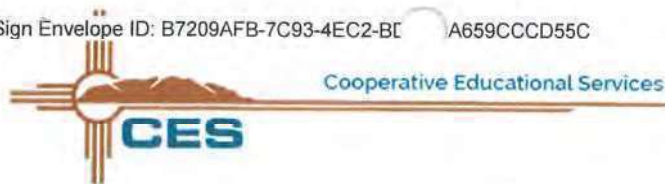
KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 7, 2023 09:05 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR
Stormwater Utility Service Charge/2310411
Org. Name/Org#.



Contract Award Letter

October 5, 2022

William J. Miller Engineers, Inc.
1511 Third St.
Santa Fe, NM 87505

Re: Contract Award for:

2023-01-C318-ALL Design Professional Services Category 3 - Lot 1, Other Engineering and Consulting Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2023-01 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; is for Four (4) years beginning October 6, 2022 and expiring October 5, 2026, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.

Sincerely yours,

Cooperative Educational Services

A handwritten signature in black ink that reads "David Chavez".

David Chavez
Executive Director, Chief Procurement
Officer
Office: 505.344.5470



**ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

CES RFP NUMBER: 2023-01

RFP DESCRIPTION: Design Professional Services Category 3 - Lot 1, Other Engineering and Consulting Services

CES CONTRACT NUMBER: 2023-01-C318-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this October 6, 2022, to William J. Miller Engineers, Inc., with its principal office located at 1511 Third St., Santa Fe, NM 87505 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services, and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to an RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and, in the RFP, or RFB documents and this contract award.

CONTRACT TERMS

1. The contract term shall be for Four (4) years from the effective contract award date October 6, 2022 through October 5, 2026. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is

6. authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

7. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

8. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

9. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

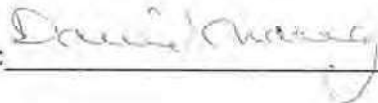
Agreed effective the above date:

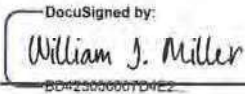
Cooperative Educational Services

William J. Miller Engineers, Inc.

David Chavez
Printed Name

William J. Miller
Printed Name

By: 

By:  DocuSigned by:
William J. Miller

Title: Executive Director

Title: PRESIDENT

Date: 10/6/2022

Date: 10/26/2022

**ATTACHMENT A
TO CONTRACT 2023-01-C318-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

**GENERAL SCOPE OF WORK AND SPECIFICATIONS
CES RFP 2023-01 Design Professional Services
Category 3 - Lot 1, Other Engineering and Consulting Services**

GENERAL

This contract shall comply with the Procurement Code, 13-1-154.1 NMSA 1978 thresholds for on-call design professional services as follows:

Design fees for a single project shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000) and the contract term shall not exceed four (4) years or Seven Million Five Hundred Thousand (\$7,500,000) whichever occurs first.

1. ENGINEERING BASIC SERVICES

Professional engineers may engage in the practice of engineering and perform engineering work pursuant to the Engineering and Surveying Practice Act as individuals, partners or through joint stock associations or corporations. In the case of an individual, the individual shall be a professional engineer pursuant to the Engineering and Surveying Practice Act. All plans, designs, drawings, specifications, or reports that are involved in such practice, issued by or for the practice, shall bear the seal and signature of a professional engineer in responsible charge of and directly responsible for the work issued. In the case of practice through partnership, at least one of the partners shall be a professional engineer pursuant to the Engineering and Surveying Practice Act, and all plans, designs, drawings, specifications or reports that are involved in such practice, issued by or for the partnership, shall bear the seal and signature of the professional engineer in responsible charge of and directly responsible for such work when issued. In the case of practice through joint stock association or corporation, services or work involving the practice of engineering may be offered through that joint stock association or corporation; provided the person in responsible charge of the activities of the joint stock association or corporation that constitute engineering practice is a professional engineer who has authority to bind such joint stock association or corporation by contract; and further provided that all plans, designs, drawings, specifications or reports that are involved in engineering practice, issued by or for such joint stock association or corporation, bear the seal and signature of a professional engineer in responsible charge of and directly responsible for the work when issued.

An individual, firm, partnership, corporation, or joint stock association may not use or assume a name involving the terms "engineer", "professional engineer", "engineering", "registered" or "licensed" engineer or any modification or derivative of such terms unless that individual, firm, partnership, corporation or joint stock association is qualified to practice engineering in accordance with the requirements in this section.

The purpose and scope of work for Category 2 is to acquire a full-service engineering firm(s) or surveying firms to provide services that *may* include the professional licensed disciplines in Category 1.

A response to this solicitation may include those types of engineering services below that would make it difficult for the Evaluation Committee to compare a geological engineer response to an industrial engineer response.

2. 'OTHER' ENGINEERING SERVICES

Chapter 39, Engineering and Surveying Practitioners, 16-39.1.3, Para. B, includes the following licensure nomenclature. The five categories of engineering services that are included, but are not limited to the following:

- 1) Civil Engineering
- 2) Chemical Engineering
- 3) Mechanical Engineering
- 4) Electrical Engineering
- 5) Industrial Engineering
- 6) Structural
- 7) Fire Protection
- 8) Environmental

- a. Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services.
- b. Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendations, system design, cost and time estimates, testing, reports, studies, etc.) to other professional Offerors contracted by the CES Member or Participating Entity to perform professional design and assessment services;
- c. Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others;
- d. Sub-surface investigation;
- e. System assessment, material condition review, reliability analysis, testing, and design services;
- f. On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services.

3. PROJECT PHASES

Each individual project's scope of work performed will be subject to the individual CES Member or Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the CES-awarded engineering firm that possesses the qualifications, background, expertise, experience, and resources to meet the individual project's scope of work, specifications, requirements, and outcomes desired and expected by the CES Member or Participating Entity in the most cost effective and timely manner. The type of project may include, but is not limited to:

- a. Inspection, field investigations and verifications of specific geotechnical conditions and/or concerns relating to new construction, renovation of existing infrastructure, facility or building project.

- b. Preparing preliminary and final engineering studies, environmental, historical reports, preliminary and final design to include traffic, roadway, signalization plans, and traffic studies. Additionally, both preliminary hydraulic/storm water studies, designs to include wetland rehabilitation and management, plus modeling reports; also, preparation of utilities, right of way, landscaping, irrigation plans.
- c. Providing the necessary services to evaluate and assess (floodplain study, hydrologic & hydraulic studies, feasibility study) the efficiency of an existing site's storm water drainage and prepare preliminary documents, working drawings, specifications, and construction cost estimates for improving the current storm water management structures to meet existing conditions and future conditions.
- d. Conducting preliminary studies and investigations to prepare reports and special designs as related to the modification of existing facilities, redesigns, alternate designs, and other miscellaneous engineering work.
- e. Performing and accomplishing such measurements of existing facilities, field surveying, checking, and plotting of field data as is necessary to complete the design of the individual new or renovation project.
- f. Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; environmental investigations; architectural and landscape design services; as well as administration of FEMA/FHWA projects, debris reduction contracts and debris removal contracts.
- g. Providing the necessary engineering services relating to renovating, updating, and bringing an existing waterworks system and its related facilities (raw water facilities, treatment plants, storage facilities, pump stations, related support, and monitoring facilities) to current federal, state, and local standards while improving its efficiency and productivity.
- h. Performing, supervising, and directing exploratory excavations, borings, or soundings to determine the nature of the subsoil and to determine the location and character of underground foundations, structures, and utilities.
- i. Providing the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

4. Design Activities

The tasks and activities to be performed may relate to and include, but are not limited to new infrastructure, facility and building construction.

5. Offeror's Hourly Rate Schedule and Reimbursable Fees to be submitted after Preliminary Award Notice and Prior to Final Award Notice: The Offeror will furnish its proposed hourly rate schedule and Reimbursable Fees schedule that will become part of the Offeror's procurement file. The Hourly Rate Schedule must clearly state and identify any/all services and related services proposed in response to this solicitation with their associated costs, whether provided by the Offeror. The Offeror will maintain, keep current and provide copies of the approved hourly rate schedule to CES Agencies for audit purposes when preparing quotes. The Hourly Rate Schedule may be modified at contract renewal.



6. Offeror's Quote/Proposal to CES Member/Participating Entity: When preparing a quote/proposal under a CES-awarded contract, the Offeror must clearly identify and break out services, deliverables, materials, and reimbursable expenses into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. Stated prices must include the CES one percent (1.25%) administrative fee.

END OF CATEGORY 3 / LOT 1 SCOPE OF WORK

ATTACHMENT B
ACCEPTANCE OF PROPOSAL, OFFER,
AND CONTRACT AWARD
Design Professional Services
Category 3 - Lot 1, Other Engineering and Consulting Services

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

- A. **Price List/Pricing:** The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES 1.25% administration fee.
- B. **New Technology and Products:** New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.
- C. **Price Quote/Proposal:** When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.
- D. **Price Reduction, Promotional and Special Pricing:** A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.
- E. **Price Increases:** Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.
- F. **Price Surcharges:** Depending on current market conditions, surcharges may apply as approved by CES.
- A.



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

BUSINESS REGISTRATION

Business Name: WILLIAM J MILLER ENGINEERS INC
DBA: WILLIAM J MILLER ENGINEERS
INC

Business Location: 1511 THIRD ST
SANTA FE , NM 87505

Owner: WILLIAM J MILLER ENGINEERS INC

License Number: 67308

License Type: Business License - Renewable

Issued Date: March 10, 2023

Classification: Business Registration - Standard

Expiration Date: March 10, 2024

Fees Paid: \$35.00

WILLIAM J MILLER ENGINEERS INC
1511 THIRD ST
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A J GALLAGHER RISK MGMT SRVCS LLC 83554655 2850 GOLF ROAD ROLLING MEADOWS IL 60008	CONTACT NAME:	
	PHONE (630) 773-3800 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Hartford Underwriters Insurance Company		NAIC# 30104
INSURED WILLIAM J MILLER ENGINEERS INC 1511 3RD ST SANTA FE NM 87505-3415	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			83 SBA AL1AFE	06/01/2023	06/01/2024	EACH OCCURRENCE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
			MED EXP (Any one person)				\$10,000	
			PERSONAL & ADV INJURY				\$2,000,000	
		GENERAL AGGREGATE	\$4,000,000					
		PRODUCTS - COMP/OP AGG	\$4,000,000					
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
UMBRELLA LIAB EXCESS LIAB							EACH OCCURRENCE	
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$								
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER City of Santa Fe PO Box 909 SANTA FE NM 87504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>
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From: [Matt Loehman](#)
To: [ISAACSON, ZOE R.](#)
Subject: Re: On-Call Engineering Services
Date: Wednesday, August 16, 2023 3:11:11 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Zoe,

We will respectfully decline this opportunity.

Kind regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

On Wed, Aug 16, 2023, 3:06 PM ISAACSON, ZOE R. <zrisaacson@santafenm.gov> wrote:

Good afternoon, Matt-

Please see the attached; does Horizon's have interest in this work? This would be a professional services agreement with the City of Santa Fe for the scope attached.

Thanks, Zoe

Zoe Isaacson

River and Watershed Manager

office: 505.955.6853

mobile: 505.204.6985



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: William J Miller Engineers, Inc

Procurement Title: On-Call Engineering Services

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Works Staff Name Zoe Isaacson

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:

Zoe Isaacson River and Watershed Manager 09/7/2023

<u>Department Rep Printed Name (attesting that all information included)</u>	<u>Title</u>	<u>Date</u>
	Chief Procurement Officer	Oct 3, 2023

<u>Purchasing Officer (attesting that all information is reviewed)</u>	<u>Title</u>	<u>Date</u>
------------------------------------------------------------------------	--------------	-------------

<u>ITT Representative (attesting that all information is reviewed)</u>	<u>Title</u>	<u>Date</u>
------------------------------------------------------------------------	--------------	-------------

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

Signature: 
zoe isaacson (Sep 14, 2023 07:20 MDT)

Email: zrisaacson@santafenm.gov

Signature: 

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

Signature: *Melissa McDonald*

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



City of Santa Fe, New Mexico

Memorandum



Date: September 20, 2023

To: Governing Body, Public Works Committee, Finance Committee

From: Alan G. Hook, Water Resources Coordinator AH

Via: Jesse Roach, Water Division Director; John Dupuis, Utilities Department Director JR

RE: Water Funding Sources

EXECUTIVE SUMMARY:

This Resolution would direct the City Manager to direct staff to identify and apply for potential federal and State funding sources for water, wastewater, and other water-related projects. Such a Resolution is a requirement of the New Mexico Finance Authority Water Trust Board ("Water Trust Board").

BACKGROUND:

With the FY 2024 Water Trust Fund Notice of Intents successfully submitted for \$5.5 million toward the Nichols Dam Outlet Rehabilitation project (ICIP ID 33721, Rank No. 012), \$2.0 million toward the Design of the San Juan-Chama Return Flow Pipeline project (ICIP ID 39332, Rank No. 013), and \$7.75 million toward the Canyon Road Water Treatment Plant Improvements (ICIP ID 39115, Rank No. 16), the City of Santa Fe (City) must have an approved Resolution directing City staff to identify and apply for Federal and State Funding sources before the Water Trust Board's October 13, 2023 deadline in order to receive state funding. Without this resolution, the City Public Utilities Department cannot receive Water Trust Board funding in FY 2024. Staff will submit specific agreements for such projects for committee review and approval by the Governing Body.

ACTION REQUESTED:

Approval of this Resolution is needed prior to the October 13, 2023, deadline for the FY2024 Water Trust Fund funding cycle. The attached FIR determined that this Resolution would have a minimal fiscal impact.

ATTACHMENTS:

- Resolution
- Exhibit A--Resolution No. 2023-32_ICIP 2025-2029
- FIR

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2023-__

INTRODUCED BY:

Councilor Chris Rivera

A RESOLUTION

DIRECTING THE CITY MANAGER TO ASSIGN STAFF TO IDENTIFY AND APPLY FOR FEDERAL AND STATE FUNDING SOURCES FOR WATER, WASTEWATER, AND OTHER WATER RELATED PROJECTS.

WHEREAS, many state and federal programs require documentation of Governing Body support for distribution of funds for public utilities projects; and

WHEREAS, additionally, the New Mexico Finance Authority Water Trust Board requires the Governing Body’s adoption, or expected adoption, of a Resolution authorizing the City of Santa Fe’s (City’s) submission of an application to the Water Trust Board for funding; and

WHEREAS, municipal water systems and wastewater systems must make significant investments to install, upgrade or replace infrastructure; and

WHEREAS, adequate water and wastewater facilities, in addition to protecting public and environmental health, enable communities to grow and attract businesses; and

WHEREAS, through the adoption of Resolution No. 2023-32, the Governing Body identified certain water project priorities for consideration by the fifty-seventh legislature, second session, 2024; and

1 **WHEREAS**, there is an ongoing need for the city of Santa Fe to obtain funding for water
2 and wastewater projects.

3 **NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE**
4 **CITY OF SANTA FE** that the City Manager is directed to complete the following tasks:

- 5 1. Identify, by way of example and not limitations, water, wastewater, water
6 conservation, water treatment, water recycling, water reuse, water storage, water
7 conveyance, water delivery, flood prevention, watershed restoration, watershed
8 management, and other similar projects (“Projects”), priorities, and research, and
9 identify potential federal and State funding sources for such projects.
- 10 2. Apply for funding and bring the agreements for such Projects for approval by the
11 Governing Body.
- 12 3. Identify a state legislative priority list of Projects for presentation to the City’s
13 Public Works and Utilities Committee and Governing Body.
- 14 4. Submit an application to the New Mexico Water Trust Board, in compliance with
15 New Mexico Water Trust Board policy, for financial assistance from the New
16 Mexico Water Project Fund for all project types eligible for consideration,
17 including but not limited to the following types:
 - 18 a. Water storage, conveyance, and delivery projects;
 - 19 b. Watershed restoration and management projects;
 - 20 c. Endangered Species Act collaborative projects;
 - 21 d. Flood prevention projects; and
 - 22 e. Water conservation, treatment, recycling, and reuse projects.

23 **BE IT FURTHER RESOLVED** that the FY 2025 – 2029 Infrastructure Capital
24 Improvements Plan list, as approved by Resolution No. 2023-32, is attached as Exhibit A.

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PASSED, APPROVED, and ADOPTED this ____ day of _____, 2023.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Sep 20, 2023 10:57 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

1 outlay funding from the State of New Mexico.

2 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY**
3 **OF SANTA FE that**

4 1. The Governing Body hereby adopts the attached 2025-2029 Infrastructure Capital
5 Improvements Plan; and

6 2. The Plan is intended to be a working document and is the first of many steps toward
7 improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

8 PASSED, APPROVED, and ADOPTED this 9th day of August, 2023.

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12 ALAN WEBBER, MAYOR

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14 ATTEST:

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17 KRISTINE MIHELICIC, CITY CLERK

18 APPROVED AS TO FORM:

19 
20 Erin McSherry (Aug 10, 2023 17:46 MDT)

21 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2023/Resolutions/2023-32 (R) 2025-2029 ICIP Adoption*

Infrastructure Capital Improvement Plan FY 2025-2029

Santa Fe Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2025	2026	2027	2028	2029	Total Project Cost		Phases?
											Not Yet Funded	Amount Funded	
41216	2025	001	Permanent & Transitional Housing End Homelessness	Facilities - Other	2,800,000	3,600,000	11,400,000	0	0	0	17,800,000	15,000,000	Yes
40054	2025	002	MRC Soccer Valley Expansion	Facilities - Other	0	240,000	4,500,000	2,760,000	4,500,000	0	12,000,000	12,000,000	Yes
41218	2025	003	WWTP Upgrades Integrated/Expandable Modular Plant	Water - Wastewater	50,000	58,225,000	30,175,000	0	0	0	88,450,000	88,400,000	Yes
37521	2025	004	New Fire Station #2	Facilities - Fire Facilities	620,000	4,080,000	4,000,000	3,300,000	0	0	12,000,000	11,380,000	Yes
39893	2025	005	Arroyo De Los Chamisos/Richards Ave	Transportation - Bike/Pedestrian/Equestrian	1,525,000	2,500,000	20,000,000	0	0	0	24,025,000	22,500,000	Yes
34524	2025	006	Main Library Improvements	Facilities - Libraries	44,600	1,600,000	5,000,000	5,400,000	0	0	12,044,600	12,000,000	No
36143	2025	007	Affordable Homeownership Housing at Midtown	Facilities - Housing-Related Cap Infrastructure	0	2,000,000	5,000,000	3,000,000	1,000,000	0	11,000,000	11,000,000	Yes
40106	2025	008	Manufacturing HUB & Affordable Housing	Facilities - Other	1,000,000	20,100,000	20,512,000	10,012,000	0	0	51,624,000	50,624,000	Yes
34780	2025	009	New Entrance Road Regional Airport	Transportation - Highways/Roads/Bridges	0	1,800,000	0	8,200,000	0	0	10,000,000	10,000,000	Yes
41211	2025	010	Cerro Gordo - Upper Canyon Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	4,000,000	0	0	5,000,000	5,000,000	Yes
32333	2025	011	Airport Terminal Expansion Phase II	Transportation - Airports	0	1,800,000	18,200,000	0	0	0	20,000,000	20,000,000	No
33721	2025	012	Nichols Outlet Rehabilitation	Water - Water Supply	2,000,000	18,600,000	0	0	0	0	20,600,000	18,600,000	No
39332	2025	013	San Juan Chama Pipeline Project	Water - Water Supply	2,325,000	17,325,000	15,350,000	0	0	0	35,000,000	32,675,000	Yes

Infrastructure Capital Improvement Plan FY 2025-2029

38547	2025 014	South Capital Area Road Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	7,000,000	0	0	8,000,000	8,000,000	Yes
29993	2025 015	West Alameda St. Reconstruction	Transportation - Highways/Roads/Bridges	1,010,000	1,400,000	1,500,000	6,800,000	6,700,000	0	17,410,000	16,400,000	Yes
39115	2025 016	Canyon Road Water Treatment Plant	Water - Water Supply	1,000,000	9,850,000	5,000,000	0	0	0	15,850,000	14,850,000	Yes
34529	2025 017	Southside Library Community Plaza	Facilities - Libraries	0	1,000,000	1,000,000	0	0	0	2,000,000	2,000,000	No
37528	2025 018	St.Mikes Rail Trail Underpass Project	Transportation - Bike/Pedestrian/Equestrian	4,984,999	3,015,001	0	0	0	0	8,000,000	3,015,001	Yes
40211	2025 019	Water & Sewer Expansion to West Alameda Rd	Water - Wastewater	0	2,400,000	0	0	0	0	2,400,000	2,400,000	No
34519	2025 020	McClure Dam Outlet Rehabilitation	Water - Water Supply	0	2,000,000	18,000,000	0	0	0	20,000,000	20,000,000	No
37155	2025 021	MRC Irrigation System Upgrades	Water - Storm/Surface Water Control	0	1,100,000	650,000	750,000	0	0	2,500,000	2,500,000	Yes
22928	2025 022	Fire Station 1 Remodel/Expansion	Facilities - Fire Facilities	0	750,000	5,000,000	2,250,000	0	0	8,000,000	8,000,000	No
37529	2025 023	Railyard Park Irrigation Systems Upgrades	Facilities - Other	0	75,000	375,000	300,000	0	0	750,000	750,000	Yes
37526	2025 024	Governor Miles Reconstruction	Facilities - Administrative Facilities	300,000	2,700,000	0	0	0	0	3,000,000	2,700,000	Yes
36136	2025 025	New Central Library at Midtown	Facilities - Libraries	300,000	100,000	1,900,000	8,500,000	8,500,000	2,700,000	22,000,000	21,700,000	Yes
36168	2025 026	Cerro Gordo Reconstruction	Transportation - Highways/Roads/Bridges	0	900,000	1,300,000	5,100,000	5,100,000	0	12,400,000	12,400,000	Yes
40038	2025 027	Fire Station Remodels for Response	Facilities - Fire Facilities	0	1,650,000	3,500,000	1,350,000	0	0	6,500,000	6,500,000	Yes
39165	2025 028	Pacheco Street Bicycle & Pedestrian Improvements	Transportation - Bike/Pedestrian/Equestrian	0	500,000	1,000,000	0	0	0	1,500,000	1,500,000	Yes
23272	2025 029	SWAN Park Phase II	Facilities - Other	1,949,800	3,500,000	0	0	0	0	5,449,800	3,500,000	Yes
36137	2025 030	Midtown Redevelopment Infrastructure	Other - Utilities (publicly owned)	1,700,000	4,900,000	10,550,000	8,250,000	5,650,000	2,650,000	33,700,000	32,000,000	Yes

Infrastructure Capital Improvement Plan FY 2025-2029

40030	2025	060	Pickleball Complex - Fort Marcy Park	Facilities - Housing-Related Cap Infrastructure	100,000	850,000	0	0	0	0	950,000	850,000	No
36178	2025	061	Santa Fe Median Beautification Phase I	Transportation - Medians	540,000	325,000	1,275,000	1,400,000	0	0	3,540,000	3,000,000	No
41225	2025	062	Paseo Real Ultraviolet Disinfection Equipment	Equipment - Other	0	10,000,000	0	0	0	0	10,000,000	10,000,000	No
39891	2025	063	Acequia Trail Extension (Otowi to La Cienegueta)	Transportation - Bike/Pedestrian/Equestrian	0	1,000,000	0	2,500,000	0	0	3,500,000	3,500,000	Yes
41192	2025	064	Lactation Pods State of New Mexico Initiative	Facilities - Administrative Facilities	0	360,000	0	0	0	0	360,000	360,000	No
33678	2025	065	Transit Fixed Route Vehicle Replacement	Equipment - Other	0	1,750,000	1,750,000	1,750,000	0	0	5,250,000	5,250,000	Yes
41193	2025	066	Galisteo Alameda Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	4,000,000	0	0	5,000,000	5,000,000	Yes
41202	2025	067	Environmental Svcs Admin & Maintenance Facility	Facilities - Administrative Facilities	0	25,115,072	0	0	0	0	25,115,072	25,115,072	No
41204	2025	068	Traffic Signal Safety Improvements	Transportation - Lighting	0	2,500,000	0	0	0	0	2,500,000	2,500,000	Yes
41205	2025	069	GCCC Deferred Maintenance Improvements	Facilities - Administrative Facilities	0	2,500,000	2,000,000	0	0	0	4,500,000	4,500,000	Yes
41206	2025	070	Municipal Court Facility Improvements	Facilities - Administrative Facilities	0	900,000	0	0	0	0	900,000	900,000	No
41207	2025	071	Municipal Court Safety Improvements	Facilities - Administrative Facilities	0	250,000	0	0	0	0	250,000	250,000	No
41208	2025	072	Parks Irrigation Upgrades	Facilities - Administrative Facilities	0	500,000	4,500,000	0	0	0	5,000,000	5,000,000	No
41209	2025	073	Plaza Portal Improvements & Rehabilitation	Facilities - Administrative Facilities	0	500,000	0	0	0	0	500,000	500,000	No
41210	2025	074	Creative Industries Resource Center @ Warehouse 21	Economic Development	0	5,000,000	0	0	0	0	5,000,000	5,000,000	Yes
39894	2025	075	Buckman Road Bike & Pedestrian Improvements	Transportation - Bike/Pedestrian/Equestrian	105,199	1,500,000	0	0	0	0	1,605,199	1,500,000	Yes

Infrastructure Capital Improvement Plan FY 2025-2029

38554	2025	076	Bishop's Lodge Road Reconstruction	Transportation - Highways/Roads/Bridges	1,308,007	35,000,000	0	0	0	36,308,008	35,000,000	Yes
41201	2025	077	Rodeo Rd - St Francis Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	4,000,000	0	5,000,000	5,000,000	Yes
36161	2025	078	Paseo del Sol Extension	Transportation - Highways/Roads/Bridges	800,000	14,200,000	0	0	0	15,000,000	14,200,000	Yes
41223	2025	079	Paseo Real Headwork & Prelim Treatment Renovations	Facilities - Other	0	20,000,000	0	0	0	20,000,000	20,000,000	No
41224	2025	080	Paseo Real Maintenance Building Construction	Facilities - Other	0	2,500,000	0	0	0	2,500,000	2,500,000	Yes
41462	2025	081	Ragle Park Baseball Field Upgrades	Facilities - Administrative Facilities	0	3,500,000	0	0	0	3,500,000	3,500,000	No
32419	2026	001	Chemical Storage and Feed System Rehabilitation	Water - Wastewater	0	0	150,000	575,000	0	725,000	725,000	Yes

Number of projects:	82											
Funded to date:	26,528,540	330,139,680	214,414,496	147,264,512	58,150,000	23,800,000	800,297,216	773,768,576				
Grand Totals												

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Water Funding Sources

Sponsor(s): Councilor Chris Rivera

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Alan G. Hook, Water resources Coordinator & Santa Fe Municipal Watershed Program Manager Date: 09/07/2023 Phone: (505) 955-4205

Reviewed by City Attorney: Erin McSherry Date: Sep 20, 2023
Erin McSherry (Sep 20, 2023 10:57 MDT)

Reviewed by Finance Director: Emily K. Oster Date: Sep 21, 2023
Emily K. Oster (Sep 21, 2023 15:51 MDT)

Summary:

The proposed resolution directs the City Manager to direct City staff to identify and apply for federal and state funding sources for water, wastewater and other water-related projects. Furthermore, the FY 2024 New Mexico Finance Authority Water Trust Board's ("Water Trust Board") applications for \$5.5 million toward Nichols Dam Outlet Rehabilitation, \$7.75 million toward Canyon Road Water Treatment Plant Improvements, & \$2.0 million toward the design of the San Juan-Chama Return Flow Pipeline require the adoption of a Resolution and its submission to the New Mexico Finance Authority prior to October 13, 2023.

Departments Affected:

 Public Utilities Department

Consequences of Not Enacting Legislation:

If this legislation is not approved, the City of Santa Fe's Public Utilities staff will not have the authority needed to apply for state, federal or other funding sources for water-related projects, thus impacting potential revenue savings to the City over the long-term. Without passage of this resolution, the FY 2024 Water Trust Board applications for \$5.5 million toward Nichols Dam Outlet Rehabilitation project, \$7.75 million toward Canyon Rd Water Treatment Plant Improvements, and \$2.0 million toward the design of the San Juan-Chama Return Flow Pipeline project will each be jeopardized.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

 None identified.

Performance and Administrative Implications:

 Public Utilities staff would identify and apply for federal and state funding sources for water, wastewater and other water related projects as alternative funding sources to the existing ICIP budget.

Fiscal Implications:

 Again, this resolution supports FY 2024 Water Trust Board applications for \$5.5 million toward Nichols Dam Outlet Rehabilitation project, \$7.75 million toward Canyon Rd Water Treatment Plant Improvements, and \$2.0 million toward the design of the San Juan-Chama Return Flow Pipeline project. As such, the Resolution results in alternative funding from federal or state sources for identified water, wastewater or water related projects.

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2024	FYE ___	FYE ___	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$ 3,356.29	\$	\$	NO	NR	505	
Capital Outlay	\$	\$	\$				
Contractual/ Professional Services	\$	\$	\$				
Operating	\$	\$	\$				\$
Total:	\$ 3,356.29	\$	\$				\$ 3,356.29

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

Expenditure Narrative:

The Personnel & Benefits cost is for the submission of the FY2024 Water Trust Board Applications for \$5.5 million toward Nichols Dam Outlet Rehabilitation project, \$7.75 million toward Canyon Rd Water Treatment Plant Improvements and \$2.0 million toward the design of the San Juan-Chama Return Flow Pipeline project. Forty (40) hours for the Public Utilities Water Resources staff and twenty (20) hours for the Water Engineering staff. Potential staff time costs or professional services costs for other funding sources is dependent upon the source of funding's rules and requirements. Furthermore, expenditures and revenue will be determined when funding agreements need to be approved through the committee and Governing Body approval process prior to accepting financial assistance.

Revenue

Revenue Type	FYE	FYE	FYE	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$	\$	\$		
Special Revenue	\$	\$	\$		
CIP	\$	\$	\$		
Enterprise	\$	\$	\$		
Internal Service	\$	\$	\$		
Trust and Agency	\$	\$	\$		
Federal	\$	\$	\$		
Other	\$	\$	\$		
Total	\$	\$	\$		

Revenue Narrative:

There are no revenues related to this resolution at this time. Revenue will be determined when funding agreements need to be approved through the committee and Governing Body approval process.

Signature:

Email: aghook@santafenm.gov

Signature:

Email: jedupuis@santafenm.gov

Signature:

Email: jdroach@santafenm.gov