

Item#20-0377

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform On-Call Dam Vegetation Management Services for the City as follows and as described in Exhibit "A" attached hereto and incorporated herein:

- 1) **Woody Plant Removal/Management services** at both dam sites. The Contractor shall be called upon to remove all woody vegetation occurring on the dams of both Nichol's and McClure dams, following the guidelines of OSE-DSB for dam maintenance.
- 2) **Grass/Non-Woody Plant Maintenance.** The Contractor may be called upon to mow, weed or otherwise care for the non-woody vegetation upon both dams.
- 3) **Grass/Non-Woody Plant Fertilization/Seeding.** The Contractor may be called upon to fertilize and/or seed the non-woody vegetation upon both dams.
- 4) **Other tasks as assigned.**

These are the key tasks required to maintain the dam slopes as outlined in the OSE-DSB and City dam vegetation management requirements.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on hourly rates as outlined in Exhibit "A" attached hereto, such compensation not to exceed two hundred forty thousand dollars (\$240,000), excluding gross receipts tax. Payment shall be made as follows:

Fiscal Year 2020/2021, sixty thousand dollars (\$60,000) excluding gross receipts taxes.

Fiscal Year 2021/2022, sixty thousand dollars (\$60,000) excluding gross receipts taxes.

Fiscal Year 2022/2023, sixty thousand dollars (\$60,000) excluding gross receipts taxes.

Fiscal Year 2023/2024, sixty thousand dollars (\$60,000) excluding gross receipts taxes.

The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty thousand two hundred fifty dollars (\$20,250) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixty thousand two hundred fifty dollars (\$260,250). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall

submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under

this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

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

20. **Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

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

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

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

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

21. **Records and Financial Audit.**

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

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

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

To the Contractor:
Stan Moolenijzer
Bosque Natural Company
2889 Industrial Road
Santa Fe, NM 87507

27. **Authority.**

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

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 8/10/2020

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020 gc

CITY ATTORNEY'S OFFICE:



4/2/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:



MARY MCCOY, FINANCE DIRECTOR

5050395.572970

Business Unit Line Item

AL
AL

CONTRACTOR:

Bosque Natural Company

Stan F. Moolenijzer - Vice President

Stan Moolenijzer

NAME AND TITLE

DATE: 7/17/20

CRS# 02-421361-00-6

Registration # 20-00043656

City of Santa Fe, New Mexico

memo

Munis #3202085

Date: April 2, 2020 MM
mm

To: Public Works/Public Utilities Committee / Finance Committee

From: Bill Huey, Water Division Engineer BH
BH

Via: Jesse D. Roach, Water Division Director JR

RE: Request to award contract to Bosque Natural Company in response to Request for Proposal # '20/18/P for On-Call Services for Dam Vegetation Management.

ITEM AND ISSUE:

The Water Division requests award of proposal number '20/18/P for On-Site Dam Vegetation Management to Bosque Natural Company for a not to exceed cost of \$240,000.00 exclusive of NMGR T along with a BAR for \$260,250.00. This project is listed in the Public Utilities Department CIP and funded from Water Division rate-based cash balance.

BACKGROUND AND SUMMARY:

The Water Division has an on-going need for Vegetation Management on and around Nichols and McClure dam sites.

The contract period is for four fiscal years. The proposals for this project were opened on March 10, 2020 and were subsequently evaluated for completeness and accuracy. The proposals were used to select the Presumptive Winner only, and do not affect the actual contract amount. The low bid in the amount of \$44,561.48 plus NMGR T was submitted by Bosque Natural Company. A summary of the bids is provided below:

Bidders	Total Bid without NMGR T
Bosque Natural Company	\$44,561.48

FUNDING:

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of \$240,000.00 excluding NMGR T after approval of a BAR for \$260,250.00 inclusive of tax.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of BAR for \$260,250.00 and award of contract to Bosque Natural Company for \$240,000.00 exclusive of NMGRt under RFP No. '20/18/B.
- Forwarding and recommendation of approval contract to the Finance Committee for their consideration and approval and to the Governing Body for their final consideration and approval



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

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

1 FOR: ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor Bosque Natural Co.

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$240,000.00

Termination Date: June 30, 2024

☒ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: Vegetation work 4 Fiscal Years, 60K/ FY.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

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

Amount \$ 240,000.00 of original Contract# pending Termination Date: 6/30/2024

Reason: Original Contract

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$240,000.00



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

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

RFP# 20/18/P Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 4 years

example: (First year of 4 year contract)

Traci Dunaway
Traci Dunaway (Jul 23, 2020 14:33 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: _____ **BU/Line Item:** 5050395.572970

Alexis Lotero
Alexis Lotero (Jul 23, 2020 14:09 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

N/A

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # #

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



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

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

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

2 Name of Contractor Bosque Natural Co.

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$240,000.00

Termination Date: June 30, 2024

☒ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: Vegetation work 4 Fiscal Years, 60K/ FY.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

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

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 240,000.00 of original Contract# pending Termination Date: 6/30/2024

Reason: Original Contract

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$240,000.00



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

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

RFP# 20/18/P Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Jonathan G. Kish
From: Jonathan G. Kish, 2020-14-13 MDT

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: _____ **BU/Line Item:** 5050395.572970

Alexis Lotero
Alexis Lotero (Jul 23, 2020 14:02 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

N/A

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # #

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Bosque Natural Company

Procurement Title: On-Call Services for Dam Vegetation Management, RFP 0/18/P

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Water Staff Name Bill Huey

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Bill Huey, Engineer, 3/31/2020

Department Rep Printed Name (attesting that all information included)	Title	Date
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Bill Huey 3/31/2020

Purchasing Officer (attesting that all information is reviewed)	Title	Date
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Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe


FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	Water	Department Name:	Source of Supply
Division Name:	Public Utilities Division	Division Name:	

Financial Information

Amount Requested:	\$260,250.00	Munis Fund Number:	505
Vendor Name:	Bosque Natural Company	Munis Org Number:	5050395
Approved by Director?	yes 	Munis Object Code:	572970

Expenditure Information

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

Contractor to provide on-going Vegetation Management Services on and around the dams on Nichols and McClure reservoirs. Bid cost was less than the Water Division has had to spend to do this work in the past.

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

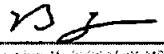
This work (Vegetation Management) is required of the City by the New Mexico State Engineer, Dam Safety Bureau

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

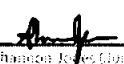
4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

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

Procurement Office Signature	Budget Office Signature	Finance Director Signature

Signature: 
Bill Huey (Jun 15, 2020 1:50:05 MDT)
Email: bchuey@santafenm.gov

Signature: 
JD Roach (Jun 15, 2020 1:50:05 MDT)
Email: jdroach@santafenm.gov

Signature: 
Shannon Jones (Jun 15, 2020 16:06 MDT)
Email: swjones@santafenm.gov



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

BUSINESS REGISTRATION

Business Name: BOSQUE NATURAL
DBA: BOSQUE NATURAL

Business Location: 2889 INDUSTRIAL RD
SANTA FE, NM 87507

Owner: THOMAS HOUSE

License Number: 43656

Issued Date: March 07, 2020

Expiration Date: December 31, 2020

CRS Number: 02421361006

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

BOSQUE NATURAL
2889 INDUSTRIAL RD
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

DATE/TIME/DOWNTIME:
03/08/2020


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

PRODUCER RIO GRANDE INS/SANTA FE BLOG A STE A 1231 S ST FRANCIS DR SANTA FE, NM 87505 Phone: 605-864-8216 Fax: 605-864-8238	CONTACT WALTER BOWEN PHONE 605-864-8216 FAX 605-864-8238 EMAIL WALTER@RGIINS.COM
INSURED BOSQUE NATURAL CO INC 2889 INDUSTRIAL RD SANTA FE NM 87507	INSURANCE AFFORDING COVERAGE WALTER A. Bowen, a Mutual Insurance Company WALTER B. WALTER C. WALTER D. WALTER E. WALTER F.

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.

FORM LITE	TYPE OF INSURANCE	AGBL (MSD)	RULE WVS	POLICY NUMBER	POLICY EFF (MMDDYYTYY)	POLICY EXP (MMDDYYTYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> B-1-PUB Business Liability and Medical Expenses			Z91496	01/22/2020	01/22/2021	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (20 companies)</td><td>\$ 100,000</td></tr> <tr><td>MSD EMP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>Included</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMPOD AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (20 companies)	\$ 100,000	MSD EMP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	Included	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPOD AGG	\$ 2,000,000		\$
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	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JEOT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER																				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS <input type="checkbox"/> SCHEDULED ONLY AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED ONLY AUTOS ONLY			Z91496	01/22/2020	01/22/2021	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (2 or 4 vehicles)</td><td>\$ 100,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per occurrence)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (2 or 4 vehicles)	\$ 100,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per occurrence)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	UMBRELLA LIA <input type="checkbox"/> OCCUR EXCESS LIA <input type="checkbox"/> CLAIMS-MADE						<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N If not, describe under DESCRIPTION OF OPERATIONS below	N/A					<table border="1"> <tr> <td>PER STATUS</td> <td>OTHER</td> </tr> <tr><td>E.I. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.I. DISEASE - FA EMPLOYER</td><td>\$</td></tr> <tr><td>E.I. DISEASE - POLICY LIMIT</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	PER STATUS	OTHER	E.I. EACH ACCIDENT	\$	E.I. DISEASE - FA EMPLOYER	\$	E.I. DISEASE - POLICY LIMIT	\$		\$		\$		\$
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E.I. DISEASE - FA EMPLOYER	\$																				
E.I. DISEASE - POLICY LIMIT	\$																				
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DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE

CERTIFICATE HOLDER CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, AUTHORIZED REPRESENTATIVE 
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Signature: Maya Martinez
Maya Martinez (Aug 7, 2020 09:42 MDT)

Email: mfmartinez@santafenm.gov

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 10, 2020 08:51 MDT)

Email: gfcardenas@santafenm.gov

GB PUD 20-0377 Bosque Natural Company - not executed

Final Audit Report


2020-08-11

Created:	2020-08-06
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcedih3LYa4nCjSJ0y3QUnLh_hUrCO2KH

"GB PUD 20-0377 Bosque Natural Company - not executed" History

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2020-08-11 - 2:01:49 AM GMT