

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and Gopher Guys, LLC 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 **Gopher Guys, LLC**. “We,” “us” or “our” refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

A. The Contractor shall perform the following work:

Identify pocket gopher mounds or other signs of pocket gopher activity in City of Santa Fe Park Lands and Municipal Recreation Complex (MRC). Set mechanical traps below ground, secure traps with landscape staples, and cover each trap set with soil or turf plug. Identify each trap set with high visibility ground paint. Inspect traps 24-48 hours after setting. Remove and properly dispose of trapped pocket gophers. Rake or knock down pocket gopher mounds near trap sites to reduce trip and fall hazards. Submit weekly number of trapped pocket gophers for each park or site to IPM Program Manager via email. Submit invoices to the City of Santa Fe. No more than 700 pocket gophers shall be trapped during FY2023.

3. Compensation

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

Deliverable item:	U/I (unit of issue)	Price
01 \$1,025.00	Monthly Gopher Service Charge 12 ea.	\$12,300.00
02 \$35.00	Cost of per gopher 700 ea.	\$24,500.00

The total compensation under this Agreement shall not exceed thirty nine thousand eight hundred fifty nine dollars (\$39,859.00) - 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 date approved by the City, and end on June 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

**6. Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract

and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## 7. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice: City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. 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 to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing;

or,

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the

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

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

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

41. **Notification**

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

To the City: Melissa A. McDonald, Parks and Open Space Director  
P.O. Box 909  
Santa Fe, NM 87504

To the Contractor: Gopher Guys, LLC  
2115 Coba Rd. SE  
Rio Rancho, NM 87124

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: Gopher Guys, LLC  
2115 Coba Rd. SE  
Rio Rancho, NM 87124

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:  
Gopher Guys, LLC

John Blair

John Blair (Mar 8, 2023 18:28 MST)

JOHN BLAIR, CITY MANAGER

DATE: Mar 8, 2023

Pete D. Encinias Jr

NAME

President / CEO

TITLE

DATE: January 13, 2023

CRS# 03-408757-00-5

Registration # 5691052

ATTEST:

Kristine Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jan 9, 2023 13:30 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Mar 2, 2023 17:50 MST)

EMILY OSTER, FINANCE DIRECTOR

Org.Name/Org.# 1001450/510310Att



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** January 18, 2023

**TO:** John Blair, City Manager

**VIA:** Halona Crowe for Regina Wheeler  
Halona Crowe for Regina Wheeler (Feb 7, 2013 10:27 AM)

**Regina Wheeler, Public Works Director**  
**Melissa McDonald, Parks and Open Space Division Director** *MAM*  
MAM

**FROM:** Victor Lucero, IPM Program Manager

**ACTION:**

Request for a General Services Contract in the amount not to exceed \$39,859.00 for providing weekly Pest Control Service of pocket gophers for FY23 to reduce damage to turf sites and play surfaces in City of Santa Fe Parks and Municipal Recreation Complex.

**BACKGROUND AND SUMMARY:**

Pocket gophers damage turf, trees and shrubs, irrigation lines and create trip and fall hazards and machinery hazards by building tunnels and mounds. Mechanical control using snap traps below ground is effective for controlling pocket gophers. No rodenticides will be used to control pocket gophers.

**PROCUREMENT METHOD:**

Competitive three bid process under 60K dollars.

**FUNDING SOURCE:**

**Fund Name/Number:** PW-Parks Division 100  
MUNRECCMP 530  
**Munis Org Name/Number:** Parks, Trails, Watershed / 1004150  
MRC OpsAdm / 5300271  
**Munis Object Name/Number:** Service Contracts / 510310

**ATTACHMENTS:**

- Contract
- Proposals
- Certificate of Insurance
- Business License
- Horizons of New Mexico – Notice of Non-Intent
- Summary of Contracts
- Procurement Checklist

Reviewed By:  
Halona Crowe  


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Halona Crowe  
Business Operations Manager

**NMDA-CAL #64496**  
**NUISANCE PERMIT #145**

# ESTIMATE

Gopher Guys, LLC  
 2115 Coba Rd SE  
 Rio Rancho, NM  
 87124  
 +15054001314



"Be wise, Call the Gopher Guys!"

City of Santa Fe Parks Dept  
 1142 Siler Rd bldg A  
 Santa Fe, NM 87505

**Service Address**  
 1142 Siler Rd bldg A  
 City of Santa Fe Parks Dept  
 1142 Siler Rd bldg A  
 Santa Fe, NM 87505

Estimate #	5292
Estimate Date	1/27/2023
<b>Estimate Total</b>	<b>\$39,859.00</b>

Item	Description	Cost	Quantity	Total
Minority Owned Business	Gopher Guys, LLC is proud to be a local minority business and registered as such with the State of New Mexico.	\$0.00	1	\$0.00
Pocket Gopher Infestation/Damage to turf and equipment	Damage is caused by a pocket Gopher tunneling activity creates a significant threat to both turf health in public safety. Baseball fields, parks, and high traffic turf sites with pocket Gopher infestation, succumbs to trip and fall hazards (liability). In addition, underground utility cables/irrigation systems are damaged (i.e., rendered inoperable). The earthen mounds provide seedbeds for invading annual vegetation. Gophers damage trees by stem girdling, clipping, root pruning, and root exposure. The Company's objective is gopher population control (minimize extent of damage) w/ underground mechanical traps. Unchecked gopher populations create significant damage to grounds equipment, and subsequent loss of City finances, and injury to the public. Chronic gopher infestations reduce playability on turf causing significant and/or permanent damage. After servicing city of Santa Fe properties (Spring and summer 2021 and 2022) respectively, the Company ongoing remediation for the City of Santa Fe to maintain play areas and prevent re-infestation.	\$0.00	1	\$0.00
Gopher Guys, LLC Past Performance History	Gopher Guys, LLC has specialized in large scale gopher control. The company uses techniques not found in normal pest control industry. The Company has several years of experience with supporting data, servicing hundreds of acres, with substantial returns on investment (ROIs): city parks, golf courses, government buildings, agricultural parcels, residential landscaping, and commercial properties. Gopher Guys, LLC is honored having worked with City of Albuquerque, City of Santa Fe, and Bernalillo County (to name a few).	\$0.00	1	\$0.00
Licensing	As of November 2022, Gopher Guys holds all licenses, liability insurance to conduct gopher remediation per city, county, and state federal regulatory requirements. The company holds a current New Mexico Department of Agriculture Commercial Applicators License (NMDA CAL) # 64496, Purdue University Center for Urban and Industrial Pest Management Certificate. Documents are available upon request	\$0.00	1	\$0.00
City of Santa Fe Parks treated to date	Listed below is Gopher Guys parks, baseball fields and locations	\$0.00	1	\$0.00

serviced recently for the City of Santa Fe. Over the years, we have dedicated 1000's of man hours/data for these parks. Gopher Guys knows the park's locations intimately. To date, Gopher Guys has kept and maintained all records of billing, data and service, progress. We have a significant impact on these sites and recommend continued service (minimize gopher repopulation (breeding)).

\*Alto Park, MRC, Villa Linda Park, General E Franklin Miles Park, Patrick Smith Park, Amelia White Park, Herb Martinez Park, Monica Lucero Park, Larragoite Park, GCCC, Ragle Park, Water Museum Park, Salvador Perez Park, Ashbaugh Park, El Castillo, Santa Fe River Walk, Fort Marcy Park, Resolana Park

Commercial Gopher Service	\$1,025.00	12	\$12,300.00
This service is charged monthly. It includes a total of 2-3 services every month and 2-3 technicians. Each service includes follow up trap harvest and detailed report to site supervisor. Gopher Guys will make every effort to ensure the each property is serviced routinely. That said, Inclement weather may play a factor in the ability to service from time to time. With these service we are confident we will be able to maintain and keep control of the progress we have made.			
Cost per gopher caught	\$35.00	700	\$24,500.00
This is the cost per gopher caught.			

**Terms**

Gopher Guys LLC estimate is valid for 30 days beginning when submitted via email or by fax to the intended party directly associated with the City of Santa Fe. This estimate is valid through June 30 2023. This estimate is for the City of Santa Fe only and shall not to be reproduced, used to solicit bids or duplicated. Furthermore, this estimate will not be provided to anyone outside of the City of Santa Fe unless written consent is provided by Gopher Guys LLC. Written consent and applicable terms shall be determined solely by Gopher Guys LLC. If these terms are violated, this estimate shall be void at time of violation. Furthermore, damages may be pursued by Gopher Guys LLC if any of these terms are violated. Terms of payment are established as a Net 30 duration. Late payments may be subject to additional fees.

<b>Subtotal</b>	<b>\$36,800.00</b>
<b>Santa Fe Sales Tax</b>	\$3,059.00
<b>Estimate Total</b>	<b>\$39,859.00</b>

**Notes**

This estimate includes Parks, Baseball Fields and MRC.

Thank you for your consideration. Please reach out with any questions.



**CLIENT SIGNATURE**  
City of Santa Fe Parks Dept

**TECH SIGNATURE**  
Pete Encinias / 1/27/2023





# Service Agreement

Corporate Office: 155 Woolco Drive, Marietta, GA 30062

Remit Payments to:  
Critter Control Operations, Inc., PO Box 6849, Marietta, GA 30065

Toll Free: 800-334-0653 Fax: 770-977-1616 www.crittercontrol.com

Account #: 1078650

Date: 1/26/2023

Proposed By:

Michael Scott

## BILLING INFORMATION

Business Name: Parks Division

Name: Victor Lucero

Address: 1142 Siler Rd  
Santa Fe, NM 87507-3127

Phone: (505) 795-4529

E-mail: vslucero@santafenm.gov

## SERVICE INFORMATION

Business Name: Parks Division

Name: Victor Lucero

Address: 1142 Siler Rd  
Santa Fe, NM 87507-3127

Phone: (505) 795-4529

E-mail: vslucero@santafenm.gov

## Description of Services

Upon inspection the 20 properties we have discovered extensive gopher activity. Gophers are social rodents that burrow underground and create colonies. As colonies grow, gophers will expand the underground nest, and continue to consume plant roots around the property. As the nest grows, so do the tunneling burrows. These tunnels can lead to compromised soil substrate that can cause dangerous hazards for people and animals to walk across.

Our recommended treatment is to aggressively reduce the population of gophers is trapping.

### Wildlife Control Recurring Program

	Price/Visit	Tax	Discount	Total	Annual
<b>Initial Service</b> Critter control will set a minimum of 270 traps throughout the 20 parks listed on RFP. Traps will be set throughout a 5 day period in all parks. Amount of traps per park will vary according to activity. Mounds will be knocked down and trap locations marked with spray paint. The initial trap place placements should be completed within 1-week.	\$9,500.00	\$801.57	\$0.00	\$10,301.57	\$10,301.57
<b>Weekly Service</b> Critter Control will maintain all traps set at all 20 locations on a weekly basis. This maintenance will be invoiced weekly at \$750+tax/week. There is a \$5+tax charge for each gopher trapped. All gophers will be documented and noted on weekly invoices.	\$750.00	\$63.28	\$0.00	\$813.28	\$42,290.56
<b>Job Hazard Analysis</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL FIRST YEAR FOR THIS PROGRAM</b>					<b>\$52,592.13</b>
<b>TOTAL FIRST YEAR FOR ALL PROGRAMS</b>					<b>\$52,592.13</b>

We are a vertically integrated company. From start to finish, each of our team members are trained 100% in-house, for their job task. We take tremendous pride in this fact, and it gives you our customer, the very best possible outcome. Some companies might claim to do it right; we have the reviews and reputation to prove it!

**TERM/PRICE INCREASES:** This agreement is for one (1) year of services from the date of signature. The pricing of ongoing services will not change during the first year. After the first year, this Agreement will self-renew for subsequent one (1) year periods unless cancelled by either party with thirty (30) days advance written notice. Company has the right to increase the annual service fee after the first year by an amount not to exceed the Consumer Price Index or by an amount not to exceed seven percent (7%), whichever is greater.

CRITTER CONTROL CONDITIONALLY GUARANTEES THAT THE ABOVE LISTED STRUCTURE WILL BE FREE OF TARGETED ANIMAL FROM THE AREAS REPAIRED FOR THE AGREED UPON WARRANTY DURATIONS FROM DATE THAT THE WORK HAS BEEN COMPLETED. THE GUARANTEE APPLIES ONLY TO THE ANIMAL(S) DESIGNATED ON THIS CONTRACT. IF RE-ENTRY OCCURS DURING THE WARRANTY DURATION THROUGH THE AREAS REPAIRED, THE ANIMAL (S) WILL BE REMOVED AND NECESSARY EXCLUSION REPAIRS MADE AT NO CHARGE. CRITTER CONTROL WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING OR ITS CONTENTS CAUSED BY THE ENTRY OF ANY ANIMAL INTO THE STRUCTURE. THIS WARRANTY MAY BE EXTENDED PAST THE ORIGINAL DURATION SUBJECT TO CRITTER CONTROL APPROVAL AND POSSIBLE ANNUAL RATE ADJUSTMENT. INSPECTION WILL BE MADE ONLY UPON CUSTOMER REQUEST. EXCLUSION REPAIRS TO AREAS DESCRIBED ABOVE CORRESPOND WITH THE DESCRIPTION NOTED ON THIS AGREEMENT AND ON THE INCLUDED GRAPH. WARRANTY WILL BECOME VOID SHOULD WORK COMPLETED BY REMOVED BY THIRD PARTY OR AN ACT OF GOD.

**FINANCE CHARGE** will be assessed of 1.5% on invoices 31 days past due; equal to 18% APR. A \$35.00 fee will be assessed on all returned c

**CANCELLATION:** CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DATE AFTER THE

**DATE OF THIS TRANSACTION.**

**I have read and understand the terms of the Agreement including the Exclusion and Limitations on the back page.**

\_\_\_\_\_  
Customer Signature

**TERMS AND CONDITIONS**

These Terms and Conditions apply to all Services performed by Trutech LLC and Critter Control Operations Inc., herein referred to as "the Company" unless specifically identified.

**Contact Information :**

Trutech LLC - Phone: 800.842.7296 / Critter Control Operations, Inc - Phone: 800.334.0653

**CUSTOMER OBLIGATIONS:** Customer understands that results of service are relative to and dependent upon the cooperation of the Customer as to housekeeping, appropriate sanitation, maintenance, accessibility of areas to be serviced, and reasonably necessary structural repairs and corrective measures. Customer agrees to extend all reasonably necessary cooperation to facilitate treatment and pest control.

**RELEASE AND LIMITATION OF LIABILITY:** (a) Customer expressly releases Company from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the gross negligence or willful misconduct of Company. Customer agrees that under no circumstances shall Company be liable for any amount greater than the amount paid by the Customer to Company for the services provided at the affected location(s). (b) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

**DISPUTE RESOLUTION:**

(a) Arbitration . Any controversy or claim arising out of or relating to this Agreement or any other agreement between the parties, including but not limited to any contractual, tort and statutory claims, and any alleged claims for personal injury or property damage, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be held in the city of the corporate headquarters of the Party against whom arbitration is sought and administered under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties expressly agree that the arbitrator shall follow (i) the substantive law of the state where the cause of action arose; and (ii) the terms and conditions of this Agreement. Either Party has the right to require a panel of three (3) arbitrators, and the requesting Party shall be responsible for the cost of the additional arbitrators. Either Party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties. The Parties acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act.

(b) Class Action Waiver . Any legal proceeding of any nature must be brought in the Party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or a multiple plaintiff or similar representative proceeding.

**MISCELLANEOUS:**

(i) Entire Agreement . This Agreement constitutes the entire agreement between Customer and Company with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either party.

(ii) Force Majeure . Company will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Company's obligations under this Agreement. Moreover, Company may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not),

terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) pandemic; (j) unavailability of pesticides or other supplies from ordinary sources; or (k) shortage of adequate power or transportation facilities.

**CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a period on time after application. If you or any member of your household believes you have sensitivity to chemical odor or chemicals, the Company recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, the Company will provide information about the chemicals to be used in treating the premises.

**State-Specific Licensing Information :**

AZ: Arizona Business License #9062.

CO: Commercial applicators are licensed by the Colorado Department of Agriculture.

GA: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company

NC: North Carolina License # 2014P

TN: Trutech Tennessee Charter # 4259. Critter Control Operations Charter # 5117

Trutech LLC : Business License #: 13625, 624018, 62420 Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847, Austin, TX 78711-2847. Phone (866) 916-4481, Fax (888) 232-2567. Customer information sheet available on website. [www.trutechinc.com](http://www.trutechinc.com)

Critter Control Operations Inc. : Business License #: 742414, 775291 Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847, Austin, TX 78711-2847. Phone (866) 916-4481, Fax (888) 232-2567. Customer information sheet available on website. [www.crittercontrol.com](http://www.crittercontrol.com)

# Estimate

Bugman INC  
P.O. BOX 6699  
Santa FE, NM 87502  
Office Phone: 5054553832  
Mobile Phone: 5056905933  
bugmannm@gmail.com

Estimate Number: E230120732  
Estimate Date: 01/20/2023  
Payment Terms: Due On Receipt  
Estimate Amount: 45,287.75  
Created By: Roman Valdez

**Bill To**  
City Of Santa Fe Parks And Recreation  
1142 Siler Road C  
Santa Fe, NM 87507

**Ship To**  
City Of Santa Fe Parks And Recreation  
26 City Parks  
Santa Fe, NM

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1486	Gophers Gophers are rodents that burrowing in the yard all around the home. Gophers cause the ground to become unstable and leave holes in the ground where people or pets might injure themselves. Plague can be possible with rodents in the yard. Bugman can trap the gophers out which requires more time and multiple trips to check, clean and reset traps. The total cost of trapping for 700 gophers at 26 city parks is \$ 56.00 plus tax per gophers. Weekly visit to each park possibly up to 10 weeks.	700.00	56.00	X	39,200.00
1349	Material Used/Commercial/Reside:Gopher Traps 312 Gopher Traps and Markers.	1.00	3,125.00	X	3,125.00

**Comments:**

Please let me know if you have any questions If we are awarded contract, in coordination with IPM Specialist a treatment schedule will be put in place. Again Thank you for allowing to place a bid.

Subtotal: \$ 42,325.00  
Sales Tax 7% Rate: 7%  
Sales Tax 7% Amount: 2,962.75  
**Estimate Amount \$ 45,287.75**





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

**BUSINESS REGISTRATION**

**Business Name:** GOPHER GUYS LLC  
DBA: GOPHER GUYS LLC

**Business Location:** 2115 COBA RD SE  
RIO RANCHO, NM 87124

**Owner:** Pete Encinias

**License Number:** 153962

**Issued Date:** February 25, 2022

**Expiration Date:** February 25, 2023

**CRS Number:** 03-408757-00-5

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$10.00

GOPHER GUYS LLC  
2115 SE COBA RD SE  
Rio Rancho, NM 87124

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

## VIGIL, XAVIER I.

---

**From:** LUCERO, VICTOR S.  
**Sent:** Tuesday, February 28, 2023 3:35 PM  
**To:** VIGIL, XAVIER I.  
**Cc:** OVERLIE, SCOTT A.  
**Subject:** Fwd: [EXT] Payment Confirmation - Santa Fe, NM

Hi Xavier ,

Please reference this thread regarding renewed CoSF Business License from vendor.

Please advise if you need any additional information.

Thank you.

Victor

Get [Outlook for iOS](#)

---

**From:** Pete Encinias <pjencinias@gopherguysnm.com>  
**Sent:** Tuesday, February 28, 2023 3:31 PM  
**To:** DANIELS, VINCE A. <vadaniels@santafenm.gov>  
**Cc:** LUCERO, VICTOR S. <vslucero@santafenm.gov>; Isaiah Marquez <imarquez@gopherguysnm.com>  
**Subject:** Re: [EXT] Payment Confirmation - Santa Fe, NM

**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.

Hi Victor, we've been well thank you. The payment was made and the registration was renewed. In the thread below is the payment confirmation. Be sure to reach out with any questions.

Best!



Pete Encinias Jr.  
President & Owner  
O: (505) 400 – 1314  
C: (505) 818 – 8834  
<http://www.gopherguysnm.com>  
[pjencinias@gopherguysnm.com](mailto:pjencinias@gopherguysnm.com)

---

**From:** noreply@mygovpay.com <noreply@mygovpay.com>  
**Date:** Tuesday, February 28, 2023 at 3:23 PM  
**To:** Pete Encinias <pjencinias@gopherguysnm.com>  
**Subject:** [EXT] Payment Confirmation - Santa Fe, NM



## Santa Fe, NM

### Payment Confirmation

<b>Payment Date</b>	Tuesday, February 28, 2023			
<b>Order Number</b>	33525			
<b>Line Items</b>				
<b>Invoice #</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
INV-00059858	NONE	1	\$35.00	\$35.00
<b>Item Total</b>				\$35.00
<b>Order Total</b>				<b>\$35.00</b>

Thank you for your payment,

Santa Fe, NM



**From:** [Joseph Perez](#)  
**To:** [LUCERO, VICTOR S.](#)  
**Subject:** Re: Pocket gopher control in City of Santa Fe Parks  
**Date:** Monday, January 9, 2023 2:57:42 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.

We will respectfully decline this opportunity.

Kind regards,

Joseph Perez

Regional Marketing Manager

Horizons of New Mexico

6121 Indian School Rd. NE, Suite 102

Albuquerque, NM 87110

On Mon, Jan 9, 2023 at 2:14 PM LUCERO, VICTOR S. <[vslucero@santafenm.gov](mailto:vslucero@santafenm.gov)> wrote:

Dear Mr. Perez,

The City of Santa Fe Parks Division is looking for companies to provide the following scope of work to control pocket gophers in various park lands and recreation areas.

### **Scope of Work**

A. The Contractor shall perform the following work: Identify pocket gopher mounds or other signs of pocket gopher activity in City of Santa Fe Park Lands and Municipal Recreation Complex (MRC). Set mechanical traps below ground, secure traps with landscape staples, and cover each trap set with soil or turf plug. Identify each trap set with high visibility ground paint. Inspect traps 24-48 hours after setting. Remove and properly dispose of trapped pocket gophers. Rake or knock down pocket gopher mounds near trap sites to reduce trip and fall hazards. Submit weekly number of trapped pocket gophers for

each park or site to IPM Program Manager via email. Submit invoices to the City of Santa Fe. No more than 700 pocket gophers shall be trapped during FY2023.

Please respond at your earliest convenience if Horizons of New Mexico is interested in providing this service for the City of Santa Fe Parks Division.

Best regards.

Victor

Victor Lucero

IPM Program Manager

City of Santa Fe

[vsucero@santafecn.gov](mailto:vsucero@santafecn.gov)

Office 505-955-2117



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3203865

Contractor: Gopher Guys, LLC

Description: **Pest control service to control pocket gophers in City of Santa Fe Parks and Municipal Recreation Complex for FY 23.**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: February, 2023 Term End Date: June 30, 2023

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

### Contract / Lease:

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:** \_\_\_\_\_

*[Signature]* Feb 23, 2023  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Small contract under \$60k - 3 quotes

4. **Funding Source:** PW-Parks Division 100 **Org / Object:** 1004150 / 510310

*Andy Hopkins* Feb 13, 2023  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

Staff Contact who completed this form: Victor Lucero Phone # 505-955-2117

Email: vsLucero@santafenm.gov

### To be recorded by City Clerk:

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

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



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Gopher Guys, LLC

Procurement Title: Pocket Gopher Control

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/Parks Div. Staff Name Victor Lucero

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

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

**Victor Lucero, IPM Program Manager, 12/18/2023**

Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Feb 23, 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.

**Signature:** Melissa A. McDonald  
Melissa A. McDonald (Fri 7, 2023) 2:02:23 MST

**Email:** [mamcdonald@santafenm.gov](mailto:mamcdonald@santafenm.gov)








# CM PARKS Gopher Contract

Final Audit Report

2023-02-13

Created:	2023-02-13
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAQXMzbEy1PAIEkpnHHoeVC7MR5amPoPKI

## "CM PARKS Gopher Contract" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)  
2023-02-13 - 3:07:36 PM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature  
2023-02-13 - 3:10:45 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)  
2023-02-13 - 4:39:25 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)  
Signature Date: 2023-02-13 - 4:39:51 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature  
2023-02-13 - 4:39:53 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2023-02-13 - 7:16:36 PM GMT- IP address: 104.47.65.254
-  Document declined by JoAnn Lovato (jdlovato@santafenm.gov)  
Decline reason: Please provide NM Horizons declination as this is a General service. Per statute, they have first right of refusal.  
2023-02-13 - 7:18:56 PM GMT- IP address: 63.232.20.2














# 23-0072 Gopher Guys, LLC

Final Audit Report

2023-03-14

Created:	2023-02-28
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADZXS_598yjnpDQgbBI0T5wiCnAjAXdp-

## "23-0072 Gopher Guys, LLC" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-02-28 - 10:59:39 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
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-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-03-03 - 0:50:05 AM GMT- IP address: 63.232.20.2
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-  Signer jwblair@santafenm.gov entered name at signing as John Blair  
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