

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-135; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as Land Use Consultant, rendering services related to Third Party Plan Review services for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of four years [FY23 through FY27], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work.**

The Contractor shall provide the following services-for the City:

A. Introduction

This contract is to hire consultants to perform external 3rd Party Plan Review for the Planning and Land Use Department (PLUD) at the City on an "as-needed", "if-needed" basis, as specified herein.

B. Detailed Services

I. REQUIREMENTS

- 1) Consultants shall adhere to all applicable requirements while performing work under this Contract, as specified in Chapter 1 of the International

Building Code, the most current and applicable building codes with the respective local codes and the Development Standards; as well as with the applicable New Mexico Revised Statutes; and any other applicable codes and manuals as they may apply to the services provided.

- 2) Consultant's responsible supervisor(s) shall be registered by the State of New Mexico to practice the services required herein. Plan reviewers shall be certified as such by the International Code Council (ICC). Certification number is to be submitted to the Development Division annually.

II. GENERAL

- 1) The Consultant shall perform plan review for conformance with the applicable Trade Codes (Adopted Building, Fire, Existing Building, Electrical, Mechanical, Plumbing, Energy Conservation and Earthen Building Codes), Accessibility Standards, General Plan, Development Standards, Municipal Charter and Code of Ordinances City of Santa Fe, New Mexico, New Mexico Revised Statutes, and any other relevant laws and regulations, and related functions for the City in accordance with the terms described herein.
- 2) Consultant understands and agrees that this is not an exclusive contract. The City's authorized staff will determine when to utilize the services described herein.

III. QUALITY OF WORK

- 1) The Consultant shall be responsible for the completeness and accuracy of all services rendered, and for the correction of all errors and omissions committed while performing said services, at no additional cost to the City.

IV. DOCUMENTATION

- 1) All calculations, notes, and documents produced by the Consultant while performing under this contract shall be presented to and shall become property of the City. The Consultant may retain the originals and prepare copies of said documents for the City at the Consultant's expense.

V. PLANS & SPECIFICATIONS

- 1) The City shall provide the Consultant with one set of plans, specifications, calculations and any other related documents to the Consultant at no charge. The City may provide these documents in an electronic format.
- 2) Consultant may make copies of said documents, at their expense, to use as a check set and note corrections/changes required to meet the applicable codes, ordinances, etc.
- 3) The consultant shall retain all noted check sets and related documents for a period of at least twelve (12) months from the date of approval.

VI. PLAN REVIEW FINDINGS AND APPROVAL

- 1) The Consultant, upon completion of the certification of the plan review, shall submit to the City Planning and Land Use Department (PLUD) designee, a written itemized list, in a mutually agreed upon format (EnerGov), which describes all the necessary corrections.
- 2) Should the consultant find the submitted comments in compliance with all of the applicable codes, ordinances, etc., related to the applicable plan review, an approval letter signed by the consultant shall be forwarded to the PLUD, and

the consultant shall approve the appropriate plan review, in a mutually agreed upon format (EnerGov) and the plans.

VII. **ADVICE AND CONSULTATION**

- 1) The Consultant shall be available, during City working hours, to the PLUD staff for advice and consultation services regarding the interpretation of the review documents, and review comments during this Contract, at no additional expense to the City.
- 2) Within 24 hours upon request by the Planning and Development Services Department, the Consultant shall be available during City working hours for conference with applicants and owners to answer questions regarding the plan review comments produced under this Contract.

VIII. **WORK LOCATION**

- 1) The City will not provide any workspace, facilities, or equipment for the purpose of plan review at PLUD. All reviews shall be done through External 3rd Party Plan Review.

IX. **EXTERNAL 3RD PARTY PLAN REVIEW**

- 1) Any permit applicant, pending PLUD approval, may be allowed to use the Consultants services under 3rd Party Plan Review.

2. Standard of Performance; Licenses.

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

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

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed one-million two hundred thousand dollars (\$1,200,000) for the term of this Agreement.

- 1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work based on monthly invoices related to the agreed upon contracted fee schedule attached as Exhibit A, not to exceed the amount of sixty-thousand dollars (\$60,000) in (FY23), excluding NMGR.T.
- 2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work based on monthly invoices related to the agreed upon contracted fee schedule attached as Exhibit A, not to exceed the amount of three-hundred-thousand dollars (\$300,000) in (FY24), excluding NMGR.T.
- 3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work based on monthly

- invoices related to the agreed upon contracted fee schedule attached as Exhibit A, not to exceed the amount of three-hundred-thousand dollars (\$300,000) in (FY25), excluding NMGRT.
- 4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work based on monthly invoices related to the agreed upon contracted fee schedule attached as Exhibit A, not to exceed the amount of three-hundred-thousand dollars (\$300,000) in (FY26), excluding NMGRT.
 - 5) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work based on monthly invoices related to the agreed upon contracted fee schedule attached as Exhibit A, not to exceed the amount of two-hundred-forty-thousand dollars (\$240,000) in (FY27), excluding NMGRT.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **April 30, 2027** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

section.

13. Amendment.

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

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

14. Entire Agreement.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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. 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.

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, to the extent arising out of any actual or alleged negligent or intentionally wrongful (willful misconduct) act or omission 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: City of Santa Fe c/o Thomas M. Graham, 200 Lincoln Avenue, PO Box 909, Santa Fe, NM 87504-0909, tmgraham@santafenm.gov.

To the Contractor: SAFEbuilt, LLC. c/o Gary Amato, 444 N Cleveland Ave Suite 444, Loveland, CO 80537, gamato@safebuilt.com

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.

28. 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.

29. Non-Collusion.

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

30. Default/Breach.

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

31. Equitable Remedies.

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

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine

restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER, MAYOR



SAFEbuilt, LLC. – GARY AMATO
CHIEF ADMINISTRATIVE OFFICER

DATE: Apr 20, 2023

DATE: 3/9/23

CRS# 03616036009-GRT

Registration # 234629

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK XIV

GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Mar 9, 2023 08:11 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Apr 20, 2023 15:36 MDT)

EMILY K. OSTER, FINANCE DIRECTOR

1004501 / 510300^{Att}

Org. Name/Org#.

FEE SCHEDULE

SAFEbuilt's has local and centralized plan review offices that provide complete range of plan review services customized to your codes and regulations for both residential and commercial structures. On-site Plan Review Services available based upon volume.

Remote Plan Review Service Fee Schedule:		
Residential Plan Review Services ✓ Initial plan review ✓ Up-to two (2) re-reviews	Remote Plan Review Services' fee schedule below	From central location with a 5-business day turnaround services level.
Commercial Plan Review Services ✓ Initial plan review ✓ Up-to two (2) re-reviews	Remote Plan Review Services' fee schedule below	From central location with a 10-business day turnaround services level.
Additional Plan Review - Residential & Commercial ✓ After two (2) re-reviews ✓ Revisions to previously reviewed plans	\$105.00 per hour*	1 hour minimum per day
✓ Expedited Plan Review Services	1.5x "Remote Plan Review Services" fee schedule	
✓ Licensed Engineering Plan Review	\$135.00 per hour*	2 hours minimum per day
✓ Review of changes to approved plans	\$105.00 per hour*	1 hour minimum per day
Each party will pay one-way shipping costs - agency pays to ship plans to SAFEbuilt, SAFEbuilt pays to ship plans to agency. Residential is for single and multi-family housing and for repetitive plan review of common models we provide a discount.		

Total Valuation	Fee
<\$15,000	\$105.00 per hour minimum
\$15,001 to \$25,000	\$122.55 for the first \$15,000 plus \$6.83 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$190.73 for the first \$25,000 plus \$4.92 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$313.83 for the first \$50,000 plus \$3.41 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$484.45 for the first \$100,000 plus \$2.73 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,576.45 for the first \$500,000 plus \$2.32 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$2,734.27 for the first \$1,000,000 plus \$1.54 for each additional \$1,000 or fraction thereof

1. Total Valuation based upon actual cost of construction OR the latest International Code Council Building Valuation Data table, whichever is higher.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203917

Contractor: SAFEbuilt, LLC

Description: **Professional Services Agreement with Vendor for use of cooperative procurement method of third party plan review services for the Planning and Land Use Department to provide expedited plan review listed on Governing Body approved Fee Schedule.**

Contract Agreement Lease / Rent Amendment

Term Start Date: Upon Approval Term End Date: 4 years frm execution

Approved by Council Date: _____

Contract / Lease: \$1,200,000 (\$300,000 Annually)

Amendment # N/A to the Original Contract / Lease # N/A

Increase/(Decrease) Amount \$ N/A

Extend Termination Date to: N/A

Approved by Council Date: _____

Amendment is for: N/A

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Resolution 2020-23 established Land Use Department Fee Schedule to be effective 1/1/2021, which included Expedited Plan Review (Third Party Plan Review).
Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement was executed on 12/15/2022.
SAFEbuilt is contracted with Omnia Partners, which allows City of Santa Fe to receive Omnia Partners pricing and benefits.

3. Procurement History: N/A Original Contract

 Mar 20, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Omnia Partners is an approved cooperative procurement method.

4. Funding Source: General Fund

Org / Object: 1004501.510300


Andy Hopkins (Mar 20, 2023 14:59 MDT) Mar 20, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Thomas M. Graham Phone # 505-955-6613

Email: tmgraham@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SAFEbuilt, LLC

Procurement Title: Professional Services Agreement under Omnia Partners Master Coop Agreement

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 Planning & Land Use Staff Name Thomas M. Graham

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Thomas M. Graham Assistant Land Use Director - Development Branch 3/15/2023

Department Rep Printed Name (attesting that all information included) Title Date
 Contracts Supervisor Mar 20, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME: Symone White PHONE (A/C, No, Ext): 312-856-9400 E-MAIL ADDRESS: swhite@rbninsurance.com		FAX (A/C, No): 312-856-9425
	INSURER(S) AFFORDING COVERAGE		
INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 444 Cleveland Ave, Suite 444 Loveland, CO 80537	SAFELLC-01	INSURER A : Hartford Fire Insurance Co.	NAIC # 19682
		INSURER B : Hartford Casualty Insurance Co	29424
		INSURER C : Great American E&S Ins. Co.	37532
		INSURER D : Bridgeway Insurance Company	12489
		INSURER E : Twin City Fire Insurance Co.	29459
		INSURER F : Lexington Insurance Company	19437

COVERAGES

CERTIFICATE NUMBER: 1809249977

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		83UENZV3951	10/3/2022	10/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UENPY9100	10/3/2022	10/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D F	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			8E-A7-XL-0002079-01 011170903	10/3/2022 10/3/2022	10/3/2023 10/3/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WECE0623	5/12/2022	5/12/2023	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			TER 4495168	10/3/2022	10/3/2023	Each Claim/Aggregate 10,000,000

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

City of Santa Fe is listed as an Additional Insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 200 Lincoln Avenue / PO Box 909
 Santa Fe TX 87504-0909

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY RBN Insurance Services		NAMED INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 444 Cleveland Ave, Suite 444 Loveland, CO 80537	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Named Insureds (continued):

**SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
SAFEbuilt Wisconsin, LLC
LSL Planning, LLC
Meritage Systems, Inc.**

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 00 03 13 Waiver Of Our Right to Recover from Others



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SAFEBUILT LLC
DBA: SAFEBUILT LLC

Business Location: 444 N CLEVELAND AVE
LOVELAND, CO 80537

Owner: SAFEBUILT LLC

License Number: 234629

Issued Date: March 13, 2023

Expiration Date: March 13, 2024

CRS Number: 03616036009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

SAFEBUILT LLC
444 N CLEVELAND AVE
LOVELAND, CO 80537

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



City of Santa Fe, New Mexico


Memorandum



DATE: March 14, 2023

TO: Governing Body
Quality of Life Committee
Finance Committee

VIA: John Blair, City Manager JB, 3/24/23
Jason M. Kluck, Planning and Land Use Department Director jmk

FROM: Thomas M. Graham, AIA, Assistant Land Use Director 

RE: Professional Services Agreement with SAFEbuilt LLC for Third Party Plan Review (TPPR) Services.

EXECUTIVE SUMMARY:

Request for approval of a four year, \$1.2M Professional Services Agreement with SAFEbuilt LLC for third party plan review (TPPR) services. The Planning and Land Use Department (PLUD) requests these services via the City's Principal Procurement Agency Certificate through an Intergovernmental Cooperative Purchasing Agreement with the OMNIA Partners; Thomas M. Graham, tmgraham@santafenm.gov, 505-955-6613.

BACKGROUND:

The Governing Body of the City of Santa Fe approved Resolution 2020-23 on September 30, 2020 adopting a Schedule of Fees for services provided by the Planning and Land Use Department. This Schedule of Fees became effective January 01, 2021 per the Resolution. Within the adopted Fee Schedule is an item for Expedited Plan Review that is done by a third-party plan reviewer.

The City signed an Intergovernmental Cooperative Purchasing Agreement with the OMNIA Partners on December 15, 2022. The City of Santa Fe, New Mexico is currently a registered member with this organization and has the opportunity of participating in the cooperative purchasing programs for goods and services administered by OMNIA Partners and its affiliates and subsidiaries.

SAFEbuilt LLC is an affiliate of Omnia Partners and has contracted with them, thereby allowing the City of Santa Fe to use their services with the pricing and benefits of their contract. The use of these services will benefit the constituents of the city, in addition to the staff workload of the Development Branch of the Planning and Land Use Department. The Professional Services Agreement approval requested will allow the Land Use Department to procure the services.

The funding of the services is directly paid by the applicants requesting the service and will be distributed into the General Fund under its own object number, which will be the source of payment to the vendor for their services. In addition to the standard fees that are charged for plan checking (which is sufficient to cover the vendor fees), an additional 20% will also be distributed into this same account for administrative fees by City staff. This will ensure that the account paying the vendor will always have sufficient funds to cover their cost.

The use of these services will benefit customers of the Planning and Land Use Department by facilitating specific TPPR's as requested by an applicant. Initially, the PLUD will offer these services for new commercial, multi-family and residential projects as a pilot program, with the intention of expanding the

review types in the future dependent on the successful implementation and use of the program. Additionally, it will augment staff capacity to complete reviews of permits not included in the TPPR program, which will help ensure a more efficient overall building permitting process to more effectively fulfill the department's code mandated regulatory authority and better serve our customers.

PROCUREMENT METHOD:

Intergovernmental Cooperative Purchasing Agreement with Omnia Partners

CONTRACT NUMBER:

The FY23 Munis contract number is 3203917.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Land Use General Fund/Fund 100

Munis Org Name/Number: Land Use Admin/1004501

Munis Object Name/Number: Professional Services/510300

ACTION REQUESTED:

The Building Division of the Planning and Land Use Department respectfully requests your review and approval of a Professional Services Agreement with SAFEbuilt LLC for Third Party Plan Review Services.

ATTACHMENTS:

Professional Services Agreement

Summary of Contracts

Procurement Checklist

Certificate of Insurance

Business Registration Certificate

SB Statement of Qualifications

OMNIA On Call Plan Review Services Executive Summary (proof of procurement method)

Intergovernmental Cooperative Purchasing Agreement

Resolution 2020-23

COMMITTEE REVIEW:

Finance – April 3, 2023

Quality of Life – April 5, 2023

Governing Body – April 12, 2023

Statement of Qualifications for Plan Review Services

Sante Fe, NM



Mr. Steve Nero

Senior Director, Business Development
312.339.0436
snero@safebuilt.com

Mr. Clay Frye

Director of Plan Review Services
786.650.4467
clay@mtcinspectors.com

SAFEbuilt, LLC



February 9, 2023

City of Sante Fe
200 Lincoln Ave
Santa Fe, NM 87501



SAFEbuilt, LLC (SAFEbuilt) is pleased to present our qualifications to the City of Sante Fe (City) to provide On-Call Plan Review Services. SAFEbuilt provides efficient and effective solutions with proven methods that deliver high customer satisfaction at a reasonable cost.

To provide your community with quality services, it is essential to choose a company with demonstrated abilities, capable of fully managing Building Services. Our long-term experience with many communities nationwide provides SAFEbuilt a thorough working knowledge of the requirements and expectations of the City's construction projects. Throughout our response we provide examples of our work, each similar in size, scope and complexity of this contract.

SAFEbuilt has the capacity to customize services to meet your needs. Your service will derive from multiple offices throughout the US. We ensure your program will be implemented seamlessly, delivering the solutions your community needs in a manner that elected officials, city staff, stakeholders and citizens desire and deserve. SAFEbuilt recognizes that different communities have different needs and objectives. Our efforts will address these specific goals and challenges to help you sustain a thriving City.

While our exceptional experience and services are presented in the proposal, listed below are reasons why SAFEbuilt is ideally suited to provide On-Call Plan Review Services to the City.

Unparalleled Building Safety and Code Consulting Expertise

- ✓ Proven turnkey building safety track record to more than 1,000 agencies nationally
- ✓ Municipal management and staff augmentation expertise

Depth of Resources and Proximity to Meet Peak Workloads

- ✓ 61 offices throughout the United States
- ✓ Registered engineers and ICC certified staff dedicated to code compliance

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- ✓ SAFEbuilt Academy – Training program with licensed and certified professional educators
- ✓ Comprehensive and formalized plan review procedure
- ✓ Award-winning web-based project tracking and controls (CommunityCore)
- ✓ Electronic plan review to save time, money, and paper – a GREEN solution

Strong Municipal Focus

- ✓ Provide building, fire, and civil engineering personnel to more than 75 cities

Our proposal details our services, qualifications and quality assurance plan for delivering outstanding On-Call Plan Review Services to support the City. We enthusiastically present this SOQ for your review and evaluation. Thank you for taking the time to assess our capabilities. If you have any questions, please contact me, Steve Nero at 312.39.0436 or snero@safebuilt.com.

Best Regards,

Steve Nero
SAFEbuilt, LLC



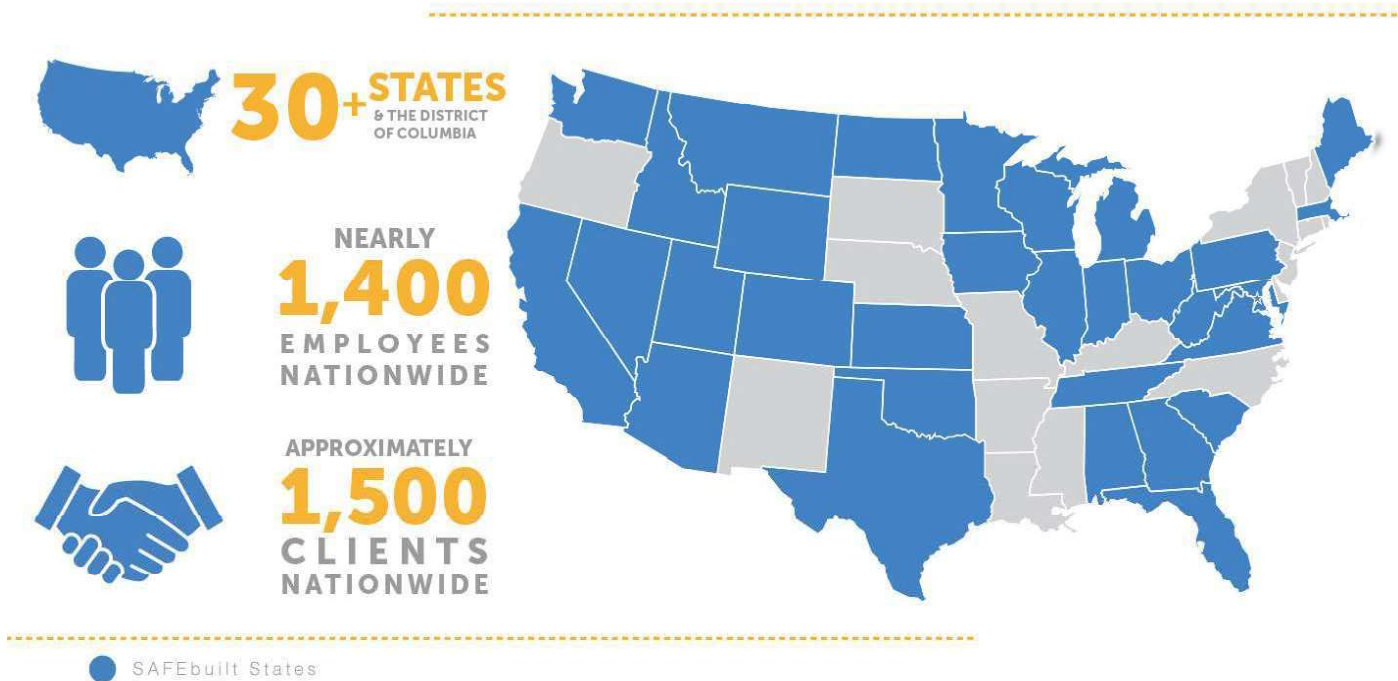
SERVICES AND QUALIFICATIONS OF FIRM

In November 1992, **SAFEbuilt** began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical and consulting services in 30 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan review for several communities in Northern Colorado, our areas of service have expanded over the past 30 years to include:

We are skilled at assessing time commitments, developing an accurate work plan, assigning personnel, and quickly fine-tune staffing levels to always maintain the highest level of customer service. **SAFEbuilt** hand-picks staff uniquely qualified and experienced to deliver the exact services requested. Once assigned to a project, our team members are dedicated to that project until completion. We employ all proposed staff full time, providing all of the requested services.

- ✓ Full Service and Supplemental Building Department Operations
- ✓ Residential and Commercial Roof Inspections
- ✓ Residential, Commercial and Industrial Plan Review
- ✓ Building, Mechanical, Electrical, and Plumbing Inspection
- ✓ Fire Plan Review
- ✓ Code Enforcement
- ✓ Permit Technician
- ✓ Certified Building Official
- ✓ Community Development Automation Software
- ✓ Expedited Plan Review, Inspections, and Engineering for Special Projects
- ✓ Housing Authority Inspections
- ✓ Planning and Zoning Services
- ✓ Disaster Recovery
- ✓ Arborist and Landscape Design



THE SAFEbuilt ADVANTAGE

Our solid reputation as an industry leader demonstrates our knowledge, flexibility and cost efficiencies, giving us the reliability, your company needs in a team. Our people love what they do and eagerly contribute solutions and recommendations that are proven, time-tested and specific to your needs, providing the following fundamental elements:

- ✓ **Focus on Cost-Saving Approaches and Methods.** Because we serve many municipalities and agencies, we are constantly improving and adapting to provide our clients with the most cost-effective services. We share a wealth of recommendations from our varied experience with other communities to help keep our clients' budgets on track.
- ✓ **Tailored, Responsive Services.** Our team is skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. We quickly fine-tune staffing levels to match changes in activity – always maintaining the highest level of customer service. We hand-pick staff uniquely qualified and experienced to deliver the exact services requested.
- ✓ **Swift Turnarounds and Expedited Services.** With extensive experience in community development and improvement services, our staff excels at providing prompt turnarounds. We match or beat required turnaround deadlines.
- ✓ **Effective Coordination with other Agencies and Departments.** Our people are trained in promoting collaboration and cooperation with other departments and agencies. Effective communication is a key component, and we have multiple communication solutions available that are flexible to the needs of each community we serve.
- ✓ **A Wealth of Code Knowledge and Building Industry Experience.** We maintain staff fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's cutting edge, many serve as popular educational instructors and lecturers, as well as sit on leading boards and committees for organizations developing and implementing important code regulations.
- ✓ **Leading-Edge Technology with Cost-Saving Solutions.** SAFEbuilt's software, CommunityCore Solutions, (www.CommunityCore.com) delivers a suite of digital options for jurisdictions – prompt digital plan reviews, including electronic versions of plan comments, and easy-to-use online web application/portal for submittal, tracking and approval of digital plans.

SAFEbuilt Core Values



— SERVICE —

we always provide unequalled service levels to our customers, external and international.



— IMPROVEMENT —

We strive to continuously improve and understand how we can do better tomorrow.



— RESPECT —

We are respectful in the way we interact with everyone.



— INTEGRITY —

We choose to do the right thing every time.



— TEAMWORK —

We have an environment where everyone is able to contribute ideas. We encourage and reward creativity and initiative.



NATIONAL BUILDING DEPARTMENT PERSONNEL		SPECIALTIES	
<ul style="list-style-type: none"> 105 Building Officials & Deputy Building Officials 367 Inspectors 126 Plans Examiners 131 Permit Technicians 	<ul style="list-style-type: none"> Building Mechanical Electrical Plumbing 	<ul style="list-style-type: none"> Structural Health Construction Utilities 	
STRUCTURES			
<ul style="list-style-type: none"> Commercial (all sizes) Residential (single and multi-family) Educational Medical 	<ul style="list-style-type: none"> Institutional Office Retail Warehouses/ Distribution Centers 	<ul style="list-style-type: none"> Arenas and Sports Facilities Convention Centers Theaters and Auditoriums Restaurants 	<ul style="list-style-type: none"> City Halls and Courthouses Fire Stations, Police Stations, and Libraries Airports Water and Wastewater Treatment Plants
REMOTE INSPECTIONS			
<ul style="list-style-type: none"> Porches Small Projects (fences, exterior remodels) Rooftop Rooftop Solar (photovoltaic) Electrical Service Upgrades Electrical Reconnects 	<ul style="list-style-type: none"> Water Heaters Gas Line Installations Parking Shade Structures Detached Storage Sheds Residential Addition/ Alteration reinspections Follow-up Inspections (must verify with inspector) 		



SERVICES SAFEbuilt CAN PERFORM



Full Service and Supplemental Building Department Operations



Residential, Commercial, and Industrial Plan Review



Building, Mechanical, Electrical, and Plumbing Inspection



Fire Plan and Life Safety Review and Inspection



Code Enforcement



Permit Technician



Certified Building Official



Community Development Automation Software



Expedited Plan Review, Inspections, and Engineering for Special Projects



Housing Authority Inspections



Planning and Zoning Services



Disaster Recovery



REFERENCES



CITY OF TUCSON, AZ

Remote Plan Review Services

Mike Letcher, City Manager

255 W Alameda St

Tucson, AZ 85701

520.791.4204

mike.letcher@tucsonaz.gov@arlingtonwa.gov



CITY OF SALT LAKE CITY, UT

Remote Plan Review Services

Ken Anderson, Building Services Manager

451 South State Street, Room 218

Salt Lake City, UT 84111

801.535.7224

ken.anderson@slcgove.com



CITY OF WASHINGTON, DC

Remote Plan Review Services

Christopher Bailey, Deputy Chief Building Official

1100 4th Street, SW,

Washington, DC 20024

202.442.4400

christopher.bailey@dc.gov



CITY OF DALLAS, TX

Remote Plan Review Services

Phil Sikes, Building Official

1500 Marilla.

Dallas, TX 75201

214.948.4348

philip.sikes@dallascityhall.com



CITY OF INDIANAPOLIS, IN

Remote Plan Review Services

Apryl McMiller, Building Code Analysis Manager

200 E Washington St

Indianapolis, IN 46204

317.327.5355

apryl.mcmiller@indy.gov



CITY OF NASHVILLE, TN

Remote Plan Review Services

Bill Herbert, Director of Codes

1200 Madison Ave

Indianapolis, IN 46225

615.862.6549

bill.herbert@nashville.gov



VISIT OUR NEWSROOM FOR MORE

Please visit our newsroom to learn more about some of our recent plan review contracts.



“The City of Harvey, Illinois ready for growth in the new year with partnership with SAFEbuilt”

January 6, 2022

<https://safebuilt.com/about/newsroom/harveyil>



“Tuscola County Partners with SAFEbuilt to Enhance their Building Department Experience”

October 12, 2021

<https://safebuilt.com/about/newsroom/tuscola-county-partners-with-safebuilt-to-enhance-their-building-department-experience>



“Arlington, WA Leverages SAFEbuilt in Response to Increasing Demand for Commercial Projects”

May 6, 2021

<https://safebuilt.com/about/newsroom/arlington>



“City of Dallas, TX Utilizes SAFEbuilt to Help Clear Permit Backlog”

April 22, 2021

<https://safebuilt.com/about/newsroom/city-of-dallas-tx-utilizes-safebuilt-to-help-clear-permit-backlog>



“SAFEbuilt and DCRA to Continue Partnership, Expand Services”

April 13, 2021

<https://safebuilt.com/about/newsroom/safebuilt-and-dcra-to-continue-partnership-expand-services>



“SAFEbuilt Elevates Service on Commercial Plan Reviews While Lowering Costs in DuPage County, IL”

March 9, 2021

<https://safebuilt.com/about/newsroom/dupage-county>



“SAFEbuilt Helps Village of Hampshire Offer a Superior Experience”

January 21, 2021

<https://safebuilt.com/about/newsroom/safebuilt-helps-village-of-hampshire-offer-a-superior-experience>



WHY PARTNERING WITH SAFEbuilt MAKES SENSE

As the City of Sante Fe's (City) incumbent service provider for this scope of services, the City understands the value that our team of veteran personnel brings to the community. The City knows that having SAFEbuilt on the team means that there is always a reliable partner who can handle the daily workload, allowing the City employees to focus on their duties without disruption. Trying to manage these services in-house presents an unnecessary burden on many City departments, including human resources, payroll, and the building department. When the right resources are not in place, the backlog of work increases, construction projects fall behind schedule, and these delays impact budgets, which means the City's building contractors are unhappy. Citizens quickly become unhappy when they have to take time out of their workday to wait for building inspectors who do not arrive during the scheduled time to meet with them. It is easy to miss the positive benefits that working with a team like SAFEbuilt provides to your community without taking a peek behind the curtain to see what goes on behind the scenes.



1. Cost Control – Reviewing and approving development projects can involve many moving parts. Partnering these services to an expert makes spending more predictable. A partner like SAFEbuilt that offers percent-of-fee services option allows communities to only pay for services when needed – and not when permit activity is slow or projects are on hold.



2. Reduces Safety Risks – An expert team helps reduce risks around safety and noncompliance. Staffing with fully trained experts allows projects to continue moving while also maintaining safety standards. Faster turnaround time for review and approval helps eliminate backlogs that may delay critical tasks.



3. Increases Customer & Constituent Satisfaction – While high permit volume is a natural byproduct of a growing community, backlogs and project delays are frustrating for everyone. Through faster turnaround times, strong communication, and project completion assurances, an outsourced partner streamlines permitting activity to keep customers and constituents happy.



4. Improves Flexibility – Building projects often demand flexibility. Do you need someone to work weekends or on a holiday? Do you need someone to fast-track a high-priority project? The right partner has the on-demand resources and proven processes to help meet these challenges without interruption.



5. Scalability – Staffing a full-time team involves high fixed costs around training, onboarding, and benefits. A trusted partner enables you to reduce legacy costs while scaling up and down as needed.



6. Supports Digital Innovation – Developing a strong technology foundation in-house is costly. An innovative building services partner makes digital transformation easy with a ready-to-implement platform. Quickly embrace the latest technologies while allowing customers to access electronic plan reviews, conduct remote virtual inspections, and more.



7. Promotes Professional Development – Maintaining a properly trained workforce who are current with industry standards and practices is a hassle on internal resources. SAFEbuilt relieves that burden through tailored professional development opportunities. We keep up with certification and licensing requirements and provide education around the topics that are most important to your community.



AVAILABLE RESOURCES TO COMPLETE THE PROJECT


SAFEbuilt ensures submittals are properly coordinated and tracked by following an established internal plan check process in which each plan is entered into our database, processed, and returned to the client on time. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. Plan Reviewers will:

- Screen and log each application to ensure timely routing to all plan reviewers
- Review submittals for compliance with all relevant state and local requirements. The log serves as a tracking device to assure turnaround times and completeness of the review
- Perform reviews in accordance with local, state and federal regulations with which local jurisdictions are mandated to enforce, as well as all codes and ordinances in effect. Preliminary consultations are provided to the applicant upon request to assist and guide them in the design and plans preparation process
- Verify information shown on each permit applications. Construction valuation is based on information provided by the project owner and compared to estimates provided by the applicant
- Provide plan check management
- Assure that corrections are handled within established timeframes and as succinctly and clearly as possible. We will help each applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations
- Issue written corrections
- Provide oral and written communications with project representatives, as needed The City approves the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at a minimum, the following:
 - The date(s) plans were received and reviewed by SAFEbuilt
 - The date(s) the applicant was notified of completed plan reviews
 - The name and telephone number of the applicant



NATIONAL PLAN REVIEW PROGRAM

In addition to the Plans Examiners dedicated to this contract, SAFEbuilt offers the Village access to our national team of Plans Examiners allocated to our National Plan Review Program. These 34 Plans Examiners are located at offices throughout the country and stand ready to support the Village with any surges in workload. SAFEbuilt can easily draw from this national pool of staff with plan review specialties in educational facilities, fire, post-disaster, site/civil, seismic, and structural for any projects with specialized plan review needs. Whatever your needs, SAFEbuilt can assure that we will accomplish it on time and accurately every time.



The Benefits to Using SAFEbuilt's National Plan Review Program

Access to multi-disciplined plan reviewers. Credentialed staff are hard to find—staffing all positions necessary is financially difficult. Remote plan review provides the Village with access to credentialed multi-discipline Plans Examiners across the country.

Remote and concurrent reviews. Access to a national network of plan review staff allows for concurrent plan review across multiple time zones, speeding up review turnaround times and fewer delays in completing revenue-producing projects.

Expedited plan review. National access to reviewers gives the Village the ability to expedite plans (for an additional fee) through the process for clients that have short deadlines or have fallen behind schedule.

Remote access and increased transparency. Clients can conveniently submit their plans and monitor their status remotely, reducing the need to sit and wait in a building department office or wait by the phone. Clients can access the portal anytime, anywhere without restrictions to office hours.

AVAILABLE RESOURCES

In addition to the Plans Examiners dedicated to this contract, SAFEbuilt offers the City access to our national team of Plans Examiners allocated to our National Plan Review Program. These 34 Plans Examiners are located at offices throughout the country and stand ready to support the City with any surges in workload. SAFEbuilt can easily draw from this national pool of staff with plan review specialties in educational facilities, fire, post-disaster, site/civil, seismic, and structural for any projects with specialized plan review needs.

RESPONDING TO REQUESTS

When plans are received, they are reviewed for completeness of submittal and logged into our network tracking system. Our staff enters project information into our database within 24 hours of receipt. Target times and maximum completion times are assigned for each plan review discipline. This information is transferred to a plan check assignment list with completion deadlines as listed in the contract.

All requests should be directed to Mr. Clay Frye. He will review the submittal and assign the project to the plan reviewers based on review type and immediate availability of the team.

Once a plan review is complete, our administrative staff will contact the listed applicant to advise them on the status. Copies of the corrections are then sent to the applicant and jurisdiction via e-mail, fax, or mail. Resubmitted plans shall be submitted directly to the City or may be shipped or delivered directly to our office. Upon final review and approval, two sets of the approved plans will be stamped, perforated, or sent as-is, back to the Planning and

Development Department. Our administrative staff reviews all plans returned to the City for completeness of forms and tracks all fees for billing per the client’s contract.

UNDERSTANDING THE NEED


The City needs an experienced provider with a qualified team of residential, commercial, and fire plan reviewers to supplement the Planning and Development Department staff on an on-call basis. As described in this response, we provide the full array of building department services to clients throughout the United States, utilizing industry-leading tools and techniques to meet the City’s requirements. Our proven approaches increase productivity through established work management, scheduling, and technical expertise. Further, we leverage a continuous process improvement philosophy to enhance service delivery throughout contract performance.

PROJECT MANAGEMENT, APPROACH & RESPONSIVENESS

Close coordination and frequent communication are critical to successfully managing fluctuating workloads. SAFEbuilt’s long-standing practice of partnering with State staff to handle day-to-day issues is a priority for our team. Through consistent efforts, we can safeguard against miscommunications and minor mishaps.

SAFEbuilt’s Project Manager, Mr. Clay, produces a schedule and budget, then generates a report measuring our progress against that schedule. Further, he provides information that measures percent of budget that has been expended, as well as where the budget is being spent. These reports are supplied monthly. Comparing the work accomplished with schedule activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

PROJECT MANAGEMENT PLAN

Our Project Management Plan begins with the application of our philosophy of **Plan, Execute, Control, and Optimize (PECO)**. The PECO framework, illustrated in , is based on our team’s experience, as well as industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, the SAFEbuilt team delivers a contract management approach that combines the right people, processes, and tools to perform the Scope of Work requirements. Our support at the State requires a methodology to efficiently operate and maintain all areas of service. The SAFEbuilt team’s methodology is structured to streamline our resources used and provide responsive services. Successful execution of building field inspection services starts with a responsive team structure that can anticipate and address resource needs.

Our team works on multiple tasks at the same time, and our organizational structure supports the staff to effectively oversee this process. Our Project Manager will ensure overall project performance and completion, while our on-site team of Inspectors will manage the day-to-day business of providing excellent services to complete each work order.

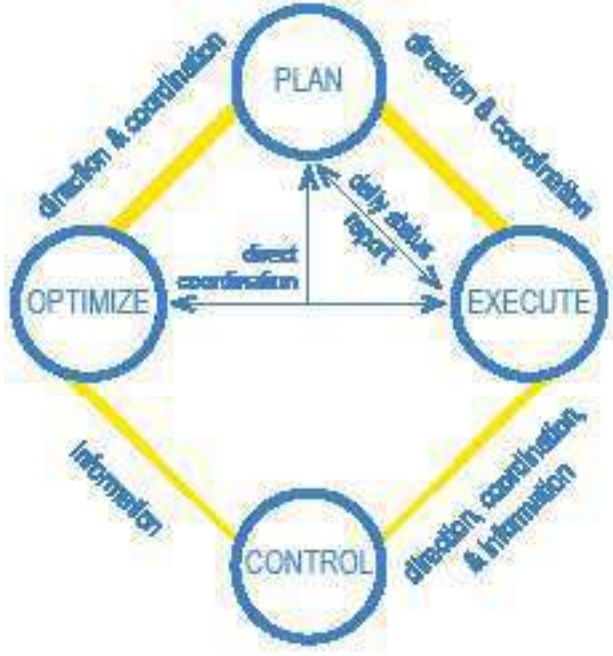


Figure 1. The PECO framework delivers a contract management approach that combines the right people, processes, and tools for project success.

COMMUNICATIONS

Our priority is to ensure the best possible experience working with our team—with minimum impact on the State and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the State and SAFEbuilt. It is important that everyone involved is aware of progress and changes they can expect going forward.

For aggregate reporting, we work with you to develop a schedule and format to meet your needs. Formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the State. Throughout the life of the contract, we ensure our work effort is clearly communicated to the State, adjusting as necessary.

When transitioning new team members into existing building departments, we have discovered that clients can sometimes be concerned with the impact on their team and the community they serve. Current employees, additional departments, permit holders, applicants, and other jurisdictions can all be affected by new service providers. From the start, we work hard to build trust with State staff and establish strong working relationships.

SAFEbuilt believes that clear consistent communication is key to a successful working relationship between SAFEbuilt and State staff. Our main point of contact, Mr. Clay Frye, is available to discuss projects, schedules, and concerns. He provides regular interface to keep staff aware of progress and any suggested changes moving forward. Similarly, the meetings give the State a chance to provide feedback to us and determine other efforts to make certain the right information is getting to the right people.

We treat everyone with respect, whether State staff, applicants, or community members. It is one of SAFEbuilt's core values. In fact, SAFEbuilt's core values embody our approach to our working relationship with State staff as well as our philosophy in providing the requested services.



SAFEbuilt did a wonderful job of keeping the City up-to-date on key developments with the high school remodel. They also worked closely with the contractor and the school to reduce any potential danger for the students. They do a fantastic job for the City.

– Stephanie Hoegh, City Clerk – Treasurer, Benton City, WA

FEE SCHEDULE

SAFEbuilt's has local and centralized plan review offices that provide complete range of plan review services customized to your codes and regulations for both residential and commercial structures. On-site Plan Review Services available based upon volume.

Remote Plan Review Service Fee Schedule:		
Residential Plan Review Services ✓ Initial plan review ✓ Up-to two (2) re-reviews	Remote Plan Review Services' fee schedule below	From central location with a 5-business day turnaround services level.
Commercial Plan Review Services ✓ Initial plan review ✓ Up-to two (2) re-reviews	Remote Plan Review Services' fee schedule below	From central location with a 10-business day turnaround services level.
Additional Plan Review - Residential & Commercial ✓ After two (2) re-reviews ✓ Revisions to previously reviewed plans	\$105.00 per hour*	1 hour minimum per day
✓ Expedited Plan Review Services	1.5x "Remote Plan Review Services" fee schedule	
✓ Licensed Engineering Plan Review	\$135.00 per hour*	2 hours minimum per day
✓ Review of changes to approved plans	\$105.00 per hour*	1 hour minimum per day
Each party will pay one-way shipping costs - agency pays to ship plans to SAFEbuilt, SAFEbuilt pays to ship plans to agency. Residential is for single and multi-family housing and for repetitive plan review of common models we provide a discount.		

Total Valuation	Fee
<\$15,000	\$105.00 per hour minimum
\$15,001 to \$25,000	\$122.55 for the first \$15,000 plus \$6.83 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$190.73 for the first \$25,000 plus \$4.92 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$313.83 for the first \$50,000 plus \$3.41 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$484.45 for the first \$100,000 plus \$2.73 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,576.45 for the first \$500,000 plus \$2.32 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$2,734.27 for the first \$1,000,000 plus \$1.54 for each additional \$1,000 or fraction thereof

1. Total Valuation based upon actual cost of construction OR the latest International Code Council Building Valuation Data table, whichever is higher.



On Call Plan Review Services
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: 222849

Solicitation Issued: April 14, 2022

Pre-Proposal Date: June 29, 2022

Response Due Date: May 23, 2022

Awarded to: SAFEbuilt, LLC

City of Tucson, AZ issued RFQ #222849 on May 23, 2022, to establish a national cooperative contract for On Call Plan Review.

The solicitation included cooperative purchasing language in Section C. Scope of Work, C.2. Cooperative Contract – OMNIA:

The City of Tucson, as the Principal Procurement Agency, defined in Attachment E, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies locally, regionally, and/or nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment E, or as otherwise agreed to. Attachment E contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson’s website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC

- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Sun
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Request for Qualifications.

On May 23, 2022, bids were received from the following offerors:

- Brown & Associates
- Bureau Veritas North America, Inc.
- Institute for Building Technology and Safety
- Kimley Horn
- Nova Performance
- Psmoas
- SAFEbuilt, LLC
- Shums Coda Associates
- Stantec Consulting Services Inc.
- Verde Valley Consulting Engineers
- Willdan Engineering

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFQ, the committee elected to enter into negotiations with SAFEbuilt, LLC and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The City of Tucson, OMNIA Partners, and SAFEbuilt, LLC successfully negotiated a contract, and the City of Tucson executed the agreement with a contract effective date of January 1, 2023.

Contract includes: Internal 2nd Party Plan Review, Bundled 2nd Party Plan Review, and/or External 3rd Party Plan Review Services. The consultant may also perform similar work for Participating Public Agencies as well as other engineering or non-engineering services. Services may include:

- Plan Review Services
- Inspection Services
- Planning Services
- Additional Services (such as Building Official, Permit Tech, and Landscape Review)

Term:

- January 1, 2023 to December 31, 2023 with the option to renew for two (2) additional two (2) year periods.

Pricing/Discount:

- See posted fee schedule with hourly rates.



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and

that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a

Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC



Authorized Signature

Signature

Alan Webber

Sarah E. Vavra

Name

Name

Mayor, City of Santa Fe

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Dec 15, 2022

11/3/2022 | 8:54 AM CDT

Date

Date

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CO. d/b/a OMNIA PARTNERS, PUBLIC SECTOR (OMNIA) and the CITY OF SANTA FE (City).

TERMINATION

This Agreement may be terminated by either Party upon 30 days written notice to the OMNIA.

INDEMNIFICATION

OMNIA shall indemnify, hold harmless and defend CITY from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from OMNIA's performance under this Agreement as well as the performance under this Agreement of OMNIA's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY 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. 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.

APPLICABLE LAW: CHOICE OF LAW: VENUE

In the performance of OMNIA's responsibilities under this Agreement, OMNIA shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, OMNIA agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

INSURANCE

OMNIA 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. OMNIA shall furnish CITY with proof of insurance of OMNIA's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES


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

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Signature Lines required:

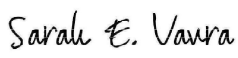
City of Santa Fe:



Alan Webber, Mayor

Date: Dec 15, 2022

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
COMPANY D/B/A OMNIA PARTNERS, PUBLIC SECTOR:




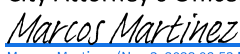
Name & Title

Sr. Vice President, Public Sector Cont

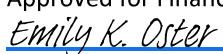
Date: 11/3/2022 | 8:54 AM CDT

Attest:

Kristine Bustos Mihelcic, City Clerk
GB MTG 12/14/2022 

City Attorney's Office:


Marcos Martinez (Nov 3, 2022 08:53 MDT)
Senior Assistant City Attorney

Approved for Finances:


Emily K. Oster (Dec 15, 2022 17:55 MST)
Emily Oster, Finance Director



City of Santa Fe, New Mexico

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

www.santafenm.gov

Alan Webber, Mayor


Councilors:

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

DATE: November 3, 2022

TO: Governing Body
Finance Committee
Public Works and Utilities Committee

VIA: John Blair, City Manager
Emily Oster, CPA, CPO, Finance Department Director
Jason M. Kluck, Planning and Land Use Department Director

FROM: JoAnn D. Lovato, CNMB, CPO, Contracts Supervisor
Thomas M. Graham, AIA, Assistant Land Use Director 

RE: Cooperative Agreement with the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, for products and services.

ACTIONS:

Request for Approval of Intergovernmental Cooperative Purchasing Agreement with the OMNIA Partners for goods and services available to government agencies that execute a Principal Procurement Agency Certificate. The Planning and Land Use Department requests use of Third Party Plan Review services offered by the organization; JoAnn D. Lovato jdlovato@santafenm.gov, 505-469-6045, Thomas M. Graham, tmgraham@santafenm.gov, 505-955-6613.

BACKGROUND AND SUMMARY:

The Governing Body of the City of Santa Fe approved Resolution 2020-23 on September 30, 2020 adopting a Schedule of Fees for services provided by the Planning and Land Use Department. This Schedule of Fees became effective January 01, 2021 per the Resolution. Within the adopted Fee Schedule is an item for Expedited Plan Review that is done by a third party plan reviewer. The City is not contracted with any such service provider at this time, but this is a service provided by this cooperative purchasing group. The City of Santa Fe, New Mexico is currently a registered member with this organization and would benefit by participating in the cooperative purchasing programs for goods and services administered by OMNIA Partners and its affiliates and subsidiaries.

The funds to pay for the third-party plan review service are paid by the applicants who submit their plans to the Building Division for permits. These monies go into the GRT Fund and when this service is requested by the applicant, there will be an additional 20% administrative fee charged on top of the regular permit fees. The fees that will be invoiced by the provider will be less than the funds placed in the GRT and this will provide a surplus to cover any cost related to this service.



City of Santa Fe, New Mexico

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

www.santafenm.gov

Alan Webber, Mayor

Councilors:

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

The use of these products and services would benefit the entire City, in addition to the Planning and Land Use Department. This procurement opportunity is similar to those provided by Sourcewell and Cooperative Educational Services. These contracts are able to be used without the need for going through the Request For Proposal (RFP) process, saving months of time and manpower to better serve our constituents.

RECOMMENDATION

The purpose of this request is to solely express the utilization of the Cooperative Purchasing Program administered by Omnia Partners for the City of Santa Fe:

1. The Central Purchasing Office of the Finance Department and the Building Division of the Planning and Land Use Department respectfully requests your review and approval of a Cooperative Agreement with the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners.

ATTACHMENTS:

Intergovernmental Cooperative Purchasing Agreement
Summary of Contracts
Procurement Checklist

COMMITTEE REVIEW:

Finance Committee: (11/28/22)
Public Works and Utilities Committee: (12/12/22)
Governing Body: (12/14/22)



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Omnia Partners

Procurement Title: INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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 Planning & Land Use Staff Name Thomas M. Graham

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 type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input checked="" type="checkbox"/> | <input 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 type="checkbox"/> | <input checked="" type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: |

Thomas M. Graham Assistant Land Use Director - Development Branch 10/03/2022

Department Rep Printed Name (attesting that all information included) Title Date
 Contracts Supervisor Nov 4, 2022

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

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



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: OMNIA Partners

Description: Request for Approval of an Intergovernmental Cooperative Purchasing Agreement with Omnia Partners to Solely Express the Utilization of the Cooperative Purchasing Program Administered by Omnia Partners for the City of Santa Fe.

Contract Agreement Lease / Rent Amendment

Term Start Date: Upon approval Term End Date: N/A

Approved by Council Date: _____

Contract / Lease:

Amendment # N/A to the Original Contract / Lease # N/A

Increase/(Decrease) Amount \$ N/A

Extend Termination Date to: N/A

Approved by Council Date: _____

Amendment is for: N/A

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
N/A

3. Procurement History: N/A

Purchasing Officer Review: _____

Nov 4, 2022

Date: _____

Comment & Exceptions: No procurment. Request to utilize OMNIA as an approved Cooperative.

4. Funding Source: N/A

Andy Hopkins (Nov 4, 2022 09:36 MDT)

Budget Officer Approval: _____

Org / Object: _____

Nov 4, 2022

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Thomas M. Graham Phone # 505-955-6613

Email: tmgraham@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

1 CITY OF SANTA FE, NEW MEXICO

2 ORDINANCE NO. 2020-23

3
4
5 AN ORDINANCE

6 CREATING NEW SECTIONS 7-1.11 AND 14-13 SFCC 1987, ESTABLISHING A FEE
7 SCHEDULE FOR SERVICES PROVIDED BY THE LAND USE DEPARTMENT;
8 REPEALING SECTION 7-3.3, REGARDING THE PERMIT FEE TO MOVE A
9 BUILDING; AMENDING SECTION 14-8 TO ALLOW THE LAND USE DIRECTOR TO
10 ISSUE CERTAIN PRELIMINARY PERMITS AT THE OWNER'S OWN RISK;
11 AMENDING SECTION 14-9.5 TO CLARIFY THE PROCESS FOR CONSTRUCTING
12 PUBLIC AND QUASI-PUBLIC IMPROVEMENTS PRIOR TO COMMENCEMENT OF
13 OTHER ASPECTS OF DEVELOPMENT; ADDING DEFINITIONS TO SUBSECTION
14 14-12.1 FOR "PERMIT, EMERGENCY GRADING AT OWNER'S RISK", "PERMIT,
15 LIMITED GRADING", "PERMIT, PRELIMINARY CLEARING AND GRUBBING",
16 AND "SITE RESTORATION"; AND ESTABLISHING AN EFFECTIVE DATE.

17
18 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

19 Section 1. Section 7-1.3 of SFCC 1987 (being Ord. No. 2008-1 § 6) is amended
20 to read:

21 7-1.3 Schedule of fees, charges, and expenses.

22 A. The governing body shall establish a schedule of fees for permits and other
23 matters pertaining to this chapter. The schedule of fees shall be posted in the land use
24 department and may be altered or amended only by the governing body after a noticed public
25 hearing. No permit or approval required under this chapter shall be issued or granted unless

1 and until such fees have been paid in full. The schedule of fees adopted by the governing body
 2 replaces fees adopted by the state of New Mexico construction industries division as set forth
 3 in the New Mexico Administrative Code.

4 B. The fees shall be reviewed as set forth in subsection 11-2.5 SFCC 1987.

5 **Section 2. [NEW MATERIAL] A new Section 7-1.11 of SFCC 1987 is hereby**
 6 **adopted to read:**

7 **7-1.11 Permit Fees.**

8 Fees for permits and other matters associated with Chapter 7 SFCC 1987 are established in Table
 9 7-1.11-1 below.

10 **Table 7-1.11-1**

FEE TYPE	FEE	UNIT
BUILDING PERMIT ACTIVITIES		
Mandatory Pre-Submittal Building Permit Meeting - Large Projects with Multiple Subject Matter Experts (1.5 hours)	\$500.00	Per Meeting
Optional Pre-Submittal Building Permit Meeting - Small Projects with 1 or 2 Subject Matter Experts (1 hour)	\$150.00	Per Meeting
Pre-Submittal Building Permit Plan Review Consultations and Residential Master Model Review	\$60.00	Per Hour
Green Building Code - Early Consultation	\$60.00	Per Consultation
Green Building Code - Building Permit Review (Residential)	\$100.00	Per Permit
PV Solar (Commercial or Residential)	\$100.00	Per Permit
Permit Revisions/Corrections Review (1st Revision review per station free, and not subject to fee)	\$60.00	Per Hour
Building Permit Extension	\$100.00	Per Six Month Extension
Building Permit Revision (change information and reissue permit board)	\$120.00	Per Revision
PRIMARY BUILDING PERMIT ADMINISTRATIVE FEES		
Administrative Fee	\$40.00	Each Permit
Construction Valuation of (rounded to nearest full dollar):		
\$1 to \$500	\$25.00	

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\$501 to \$2,000	\$25.35 for the first \$500 plus \$3.05 for each additional \$100 or fraction thereof, up to and including \$2000	
\$2,001 to \$25,000	\$69.25 for the first \$2001 plus \$14 for each additional \$1000 or fraction thereof, up to and including \$25,000	
\$25,001 to \$50,000	\$391.75 for the first \$25,001 plus \$10.10 for each additional \$1000 or fraction thereof, up to and including \$50,000	
\$50,001 to \$100,000	\$643.75 for the first \$50,001 plus \$7 for each additional \$1000 or fraction thereof, up to and including \$100,000	
\$100,001 to \$275,000	\$993.75 for the first \$100,001 plus \$5.93 for each additional \$1000 or fraction thereof, up to and including \$275,000	
\$275,001 to \$500,000	\$1,830.00 for the first \$275,001 plus \$7.30 for each additional \$1000 or fraction thereof, up to and including \$500,000	
\$275,001 to \$500,000	\$1,830.00 for the first \$275,001 plus \$7.30 for each additional \$1000 or fraction thereof, up to and including \$500,000	
\$500,001 to \$1,000,000	\$3518.37 for the first \$500,000 plus \$5.60 for each additional \$1000 or fraction thereof, up to and including \$1,000,000	

	\$1,000,001 and up	\$5,893.37 for the first \$1,000,001 plus \$4.40 for each additional \$1,000 or fraction thereof	
	Signage Permit	\$0.40/sq. ft. plus \$45.00 review fee	Square Feet
	Residential Plan Review	50% of Permit Fee	
	Commercial Plan Review	75% of Permit Fee	
	Plan Amendment Review Fee	\$60/Hr (minimum 2 hours)	Hour
	Demolition Permit Fee (Residential)	\$40.00	Permit
	Demolition Permit Fee (Commercial)	\$60.00	Permit
	Building Without a Permit	Double the original permit fee	Permit
	Expedited Plan Review	Cost of preapproved third party plan review + 20% service charge for administration and other required review	Permit
	ELECTRICAL PERMIT FEES		
	Issuance of Electrical Permit (Commercial & Residential)	\$40.00	Permit
	Meter Loop New thru 100 AMP (Residential)	\$45.00	Permit
	150-200 AMP/panel thru 200 AMP (Residential)	\$72.00	Permit
	Over 200 AMP/Panel thru 320 AMP (Residential)	\$99.00	Permit
	Over 320 AMP/Panel thru 400 AMP (Residential)	\$225.00	Permit
	Over 400 AMP/Panel (Residential)	\$360.00	Permit
	Over 200 AMP/Panel thru 400 AMP (Commercial)	\$225.00	Permit
	Over 400 AMP/Panel thru 600 AMP (Commercial)	\$270.00	Permit
	Over 600 AMP/Panel thru 800 AMP (Commercial)	\$360.00	Permit
	Over 800 AMP/Panel thru 1000 AMP (Commercial)	\$450.00	Permit
	Over 1000 AMP/Panel thru 2000 AMP (Commercial)	\$630.00	Permit
	Over 2000 AMP/Panel (Commercial)	\$900.00	Permit
	Temporary Power Pole (Commercial & Residential)	\$27.00	Permit
	Mobile Home Service	\$27.00	Permit
	Customer-Owned Power Distribution	\$45.00	Permit
	Each Pole	\$6.00	Permit
	Per 100 feet of Underground Wiring	\$6.00	Permit
	Service Change Only/No outlets	\$27.00	Permit
	Low Voltage	\$20.00	Unit
	MECHANICAL PERMIT FEES		
	Issuance of Mechanical Permit (Commercial & Residential)	\$40.00	Permit

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Ventilation System	\$10.00	Permit
Central Furnace	\$10.00	Permit
Wall Heater	\$10.00	Permit
Refrigeration System	\$10.00	Permit
Duct Work System	\$10.00	Permit
Solar Space Heating System	\$20.00	Permit
Combination Unit HVAC	\$10.00	Permit
Chiller	\$10.00	Permit
Cooling Tower	\$10.00	Permit
Commercial Kitchen Hood	\$10.00	Permit
Commercial Duct System	\$10.00	Permit
Medical Gas System	\$10.00	Permit
Mini Split Installation	\$10.00	Permit
Gas Fireplace	\$5.00	Permit
Temporary Gas	\$10.00	Permit
Temporary Heat	\$10.00	Permit
Repairs or Additions, Heating Appliance, Refrigeration Unit, Cooling System	\$8.50	Permit
Boiler Replacement or Repair	\$8.50	Permit
PLUMBING PERMIT FEES		
Issuance of Plumbing/Gas Permit (Commercial & Residential)	\$50.00	Permit
Exhaust Fan	\$5.00	Permit
Water Distribution System	\$5.00	Permit
Building Sewer	\$5.00	Permit
Water Heater	\$5.00	Permit
Each Swimming Pool	\$50.00	Permit
Industrial Waste Interceptor/Trap & Vent	\$10.00	Permit
Water Conditioner	\$8.50	Permit
Evaporative Cooler	\$10.00	Permit
Vacuum Breaker or Back Flow Device	\$5.00	Permit
Gas Piping System	\$5.00	Permit
Gas Appliance	\$5.00	Permit
Gas Pipe Outlet	\$4.00	Permit
Domestic Hot Water Solar Heating System	\$10.00	Permit
Solar Space Heating System	\$10.00	Permit
Sewage Ejector/Grinder	\$5.00	Permit
Grease Trap/Interceptor	\$5.00	Permit
Water Service Line	\$5.00	Permit
Gas Yard Line	\$5.00	Permit
Chilled Water Distribution System	\$10.00	Permit

Roof Drainage System	\$10.00	Permit
Hot Water Solar Potable System	\$10.00	Permit
Gray Water System	\$10.00	Permit
Sewer Yard Line	\$10.00	Permit
Sewer Lateral	\$10.00	Permit
Sewer Connection	\$40.00	Permit
Line	\$10.00	Permit
Lawn Sprinkler System	\$13.00	Permit
Temporary Gas	\$10.00	Permit
Temporary Heat	\$10.00	Permit

Section 3. Section 7-3.3 of SFCC 1987 (being Ord. No. 1983-26 § 3, as amended) is hereby repealed.

Section 4. Subsection 14-3.17(D) of SFCC 1987 (being Ord. No. 2011-37 § 3) is amended to read:

(D) Process to File an Appeal

(1) Filing Appeal; Form; Verification

The appellant shall file two copies of the written appeal with the *land use director*. The appeal shall be filed on a form provided for that purpose and shall be verified, signed by the appellant under oath and notarized.

(2) Receipt; Service of Appeal

The *land use director* shall initial and enter the date and time of filing on both copies of the appeal and return one copy to the appellant. Within three days of the filing date, the appellant shall hand deliver a copy of the appeal to any appellee or deliver it by first-class certified mail.

(3) Appeal Fee

(a) An appeal fee shall be paid at the time of filing an appeal.

(b) The *governing body* has established a fee schedule for appeals as set forth in Table 14-13.1-1 SFCC 1987. The *land use director* may waive

1 or reduce the appeal fee if the *land use director* determines that the appellant
2 would qualify for the *city's* utility fee poverty exemption set forth in Section
3 15-1.3 SFCC 1987 (Utility Billing - Poverty Exemption).

4 (4) Multiple Appeals and Multiple Jurisdictions

5 (a) An appellant may not appeal any single *final action* more than
6 once.

7 (b) Every appeal requires an independent basis. *Final actions* may
8 not be appealed solely on the basis of alleged mistakes in prior stages of the
9 same project, whether or not the prior *final actions* were appealed.

10 (c) More than one appellant may file an appeal of a *final action*,
11 and appellants may combine their appeals and share the appeal fee
12 proportionally. All appeals of any single *final action* shall be consolidated for
13 hearing purposes.

14 (d) Any review by the *governing body* of a planning commission
15 decision under Section 14-2.2(A)(3) shall be combined with the hearing on an
16 appeal of that decision.

17 (e) In the case of an appeal that includes *final actions* that fall
18 under the jurisdiction of more than one *land use board*, the *land use*
19 *director* shall determine the appropriate *land use board* to hear any particular
20 issue on appeal, except as otherwise provided in this section.

21 (5) Withdrawal

22 An appellant may withdraw the appeal at any time. A withdrawal does not
23 affect any related appeal. At any time after an appeal has been filed, an appellant and
24 appellee may agree to settle any matters raised in the appeal and the appellant may
25 withdraw the appeal; provided that such settlement complies with applicable code

1 requirements, including any conditions of approval of the *final action* being appealed.

2 (6) Conformity of Appeal

3 The *land use director* shall promptly review all appeals for conformity with the
4 requirements of Section 14-3.17. Upon determining that an appeal does not conform to
5 the requirements, the *land use director* shall refer the matter to the *city* attorney for
6 review.

7 (a) If the *city* attorney concurs with the *land use director* 's determination,
8 the *city* attorney's written recommendation shall be forwarded to the *governing*
9 *body* for discussion. The *governing body* may accept the *city* attorney's written
10 recommendation and the decision is final and may be appealed to district court. If
11 the *governing body* does not accept the *city* attorney's recommendation, the appeal
12 shall be heard as set forth in Chapter 14.

13 (b) If the *city* attorney does not concur with the *land use director* 's
14 determination, the appeal shall be heard as set forth Chapter 14.

15 (7) District Court Appeals

16 An appeal of a *final action* of the *governing body* or a *land use board*, or of an action of
17 the *city* manager, the *city* attorney or the *land use director* that is only subject to appeal to
18 district court, shall be to the first judicial district court pursuant to Section 39-3.1.1 NMSA
19 1978, Rule 1-074, NMRA or Rule 1-075, NMRA, as amended, or other relevant statute or court
20 rule.

21 **Section 5. [NEW MATERIAL] A new Section 14-13 of SFCC 1987 is hereby**
22 **adopted to read:**

23 Fees for permits and other matters associated with Chapter 14 SFCC 1987 are established in
24 Table 14-13.1-1 below:

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FEE TYPE	FEE	UNIT
CURRENT PLANNING ACTIVITIES		
Pre-application Meeting	\$100.00	Per Meeting
Code Interpretation, Formal Issuance (PZ Letter/Zoning Statement)	\$150.00	Per Request
Zoning Compliance Letter/Form	\$150.00	Per Letter/Form
Zoning Verification Letter	\$75.00	Per Letter
Certificate of Compliance – Lot of Record (Administrative)	\$150.00	Per Certificate
Certificate of Compliance - Lot of Record (Planning Commission)	\$300.00	Per Certificate
Certificate of Compliance - Residential Condominium	\$150.00	Per Statement
Administrative Development Plan Approval	\$300.00	Per Request
ENN - Staff Attendance and Documentation of Meeting	\$150.00	Per Meeting
Variance - Planning Commission - Without Development Plan or Plat	\$750.00	Per Variance
Variance - Board of Adjustment	\$300.00	Per Variance
Waiver - Planning Commission	\$500.00	Per Waiver
Waiver - City Council (Utility Undergrounding)	\$1,500.00	Per Waiver
Waiver - PW Director (Intersection Visibility)	\$100.00	Per Waiver
Special or Conditional Use Permit	\$1,000.00	Per Permit
Appeal (of LU Director Admin. Decision)	\$200.00	Per Appeal
Appeal (of Land Use Board Decision)	\$200.00	Per Appeal
Alternate Means of Compliance – (LU Director)	\$150.00	Per Request
Alternate Means of Compliance - (Land Use Board)	\$500.00	Per Request
Administrative Waiver – (Land Use Board)	\$500.00	Per Request
Administrative Waiver – (Land Use Director)	\$150.00	Per Request
Setback Affidavit	\$150.00	Per Request
Innovative Road Standard	\$300.00	Per Request
Applicant-requested Postponement of Land Use Board Hearing	\$500.00	Per Postponement
Other Land Use Development Review (per hour)	\$75.00	Per Hour
Code Amendment	\$1,000.00	Each
Lot Splits	\$400.00	Per Split
Lot Line Adjustment	\$200.00	Each
Lot Consolidation	\$200.00	Each
Dedication, Easement & Vacation Plats	\$350.00	Each
Plan/Plat Amendment Administrative	\$300.00	Each
Plan/Plat Amendment Planning Commission	\$500.00	Each
Lease Agreement	\$400.00	Each
License/Lease Agreement Renewal Fee	\$75.00	Each

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Large Public Notice Poster	\$30.00	Each
Medium Public Notice Poster (Administrative Decision)	\$25.00	Each
Small Public Notice Poster (Escarpment)	\$10.00	Each
Annexation Application under 1 acre	\$1,000.00	
Annexation Application 1-9.99 acres (first five acres)	\$2,000.00	First Five Acres
Annexation Application (each additional acre after five)	\$200.00	Each Additional Acre
Annexation Application 10-24.99 acres (first ten acres)	\$3,000.00	First Ten Acres
Annexation Application 25 acres or more	\$100.00	Each Additional Acre
General Plan Amendment Application 1-9.99 acres (first five acres)	\$1,000.00	First Five Acres
General Plan Amendment Application (each additional acre after five)	\$200.00	Each Additional Acre
General Plan Amendment Application 10 acres and above	\$2,000.00	First Ten Acres
General Plan Amendment Application (each additional acre after ten)	\$100.00	Each Additional Acre
Rezoning Application 1-9.99 acres (first five acres)	\$1,000.00	First Five Acres
Rezoning Application (each additional acre after five)	\$200.00	Each Additional Acre
Rezoning Application 10 acres or more	\$2,000.00	First Ten Acres
Rezoning Application (each additional acre after ten)	\$100.00	Each Additional Acre
ELECTRICAL FACILITIES		
Administratively Approved Application	\$500.00	Application
Transmission Line	\$2,000.00	Application
Distribution Line	\$1,000.00	Application
Substation or Switching Station	\$2,000.00	Application
DEVELOPMENT PLAN APPLICATION AND TELECOMMUNICATIONS REVIEW FEES (BASED ON COST OF DEVELOPMENT)		
\$0-\$999	\$350.00	
\$1,000-\$4,999	\$600.00	
\$5,000-\$49,999	\$1,100.00	

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\$50,000-\$149,999	\$1,500.00	
\$150,000-\$499,999	\$2,500.00	
\$500,000-\$999,999	\$5,000.00	
\$1,000,000-\$1,999,999	\$7,000.00	
\$2,000,000 and above	\$10,000.00	
Each Additional Million after \$2 Million	\$1,000.00	
SUBDIVISIONS		
Subdivision Application 3-5 lots Prelim Plat	\$400.00	Per plat
Subdivision Application 3-5 lots Final Plat	\$400.00	Per plat
Subdivision Application 6+ lots Prelim Plat	\$150.00	Per Lot After (5)
Subdivision Application 6+ lots Final Plat	\$150.00	Per Lot After (5)
Family Transfer (6 lot max)	\$150.00	Per Plat
TECHNICAL REVIEW ACTIVITIES		
Floodplain Determination Letter	\$50.00	Per Request
Escarpment Pre-Submittal Meeting - New Construction	\$75.00	Per Request
Escarpment Pre-Submittal Meeting - Addition/Remodel	\$50.00	Per Request
Escarpment Pre-Submittal Meeting - Other (small e.g., fence, shed, etc.)	\$25.00	Per Request
Escarpment - Site Visit	\$75.00	Per Site visit
Escarpment - Alternate Siting	\$500.00	Per Request
Prairie Dog Relocation Administration	\$150.00	Per Request
Letter of Credit Initial Processing (includes closeout)	\$300.00	Per Financial Guarantee
Letter of Credit Draw-Down Approval	\$75.00	Per Drawdown
Cash Escrow Initial Processing (includes closeout)	\$300.00	Per Escrow
Cash Escrow Draw-Down Approval	\$75.00	Per Drawdown
Pre-Construction Meeting per the Infrastructure Completion Policy	\$500.00	Meeting
Pre-application Advisory Inspections for G&D, Landscaping or ADA	\$100.00	Per Inspection Request
Alternate Means of Compliance - Landscape Requirements	\$75.00	Per Requirement (varied)
Alternate Means of Compliance - Grading and Drainage Requirements	\$150.00	Per Requirement (varied)
GRADING PLAN REVIEW FEES		
50 cubic yards or less	\$14.00	

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51 to 100 cubic yards	\$27.00	
101 to 1,000 cubic yards	\$45.00	
1,001 to 10,000 cubic yards	\$55.00	
10,001 to 100,000 cubic yards	\$55.00 for the first 10,000 cubic yards, plus \$27.00 for each additional 10,000 cubic yards or fraction thereof	
100,001 to 200,000 cubic yards	\$295.00 for the first 100,000 cubic yards, plus \$14.50 for each additional 10,000 cubic yards or fraction thereof	
200,001 cubic yards or more	\$442.00 for the first 200,000 cubic yards, plus \$8.50 for each additional 10,000 cubic yards or a fraction thereof	
GRADING PERMIT FEES		
50 cubic yards or less	\$14.00	
51 to 100 cubic yards	\$27.00	
101 to 1,000 cubic yards	\$45 for the first 100 cubic yards, plus \$19.25 for each additional 100 cubic yards or fraction thereof	
1,001 to 10,000 cubic yards	\$214 for the first 1,000 cubic yards, plus \$15.95 for each additional 1,000 cubic yards or fraction thereof	
10,001-100,000 cubic yards	\$357 for the first 10,000 cubic yards, plus \$72.00 for each additional	
100,001 cubic yards or more	\$1,010 for the first 100,000 cubic yards, plus \$40.50 for each additional 10,000 cubic yards or a fraction thereof	
Clearing & Grubbing or Limited Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee Based on Engineer's Estimate)	150% of Grading Permit Fee	

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Emergency Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee of \$2000.00 Per Acre or as stipulated by the City Engineer after review of the terrain conditions and the extent of required grading)	150% of Grading Permit Fee	
Construction of Public and Quasi-Public Infrastructure without an Agreement to Construct (Must Also Submit Financial Guarantee Based on Engineer's Estimate for Site Restoration and for 10% of the construction valuation, which shall be held until the end of the warranty period)	150% of Grading Permit Fee	
WATER BUDGET ACTIVITIES		
Review Alternate Development Water Budget Proposal	\$150.00	Per Request
HISTORIC AND ARCHAEOLOGICAL ACTIVITIES		
Historic Districts Pre-Application Meeting/Site Visit	\$75.00	Per Request
Historic Districts Application Fee for Administrative Approval	\$100.00	Per Request
Archaeological Review Application Fee for Public Hearing	\$100.00	Per Request
HDRB Application Fee for Public Hearing (0.5% of Proposed Construction Cost)	\$250 (min) - \$2000 (max.)	Per Request
Appeal to Archaeological Review Committee	\$100.00	Per Appeal
Exception (if required)	\$250.00	Each
Archaeological Clearance Permits (Existing)	\$10.00	Per Construction Permit
Medium Notice Poster	\$25.00	Each
BUILDING CODE INSPECTION & ENFORCEMENT ACTIVITIES		
Home Occupation	\$175.00	Application
Special Event Permit, Temporary Structures	\$100.00	Per Permit
Temporary Use Permit (including filming of motion pictures)	\$125.00	Per Permit
Noise Permit	\$25.00	Per Permit
Itinerant Vendors	\$150.00	Per Permit
Certificates of Occupancy Reissue (not for building permit)	\$75.00	Per Certificate
Re-Inspection Fee (minimum 2 hours)	\$60.00	Per Hour
Additional Inspection Fee (minimum 2 hours)	\$60.00	Per Hour
After Hours Inspections Fee	\$85.00	Per Hour

1 Section 6. Subsection 14-8.2(D)(2) of the Land Development Code (being Ord.
2 No. 2011-37 § 10) is amended to read:

3 **14-8.2 TERRAIN AND STORMWATER MANAGEMENT**

4 (D) **Standards for All Grading**

5 (2) Grading

6 (a) *Grading for buildings* is limited to fifteen (15) feet beyond the
7 outer edge of the *building* foundation, patio, *wall*, driveway, road, parking
8 area or other constructed facility except as necessary:

9 (i) for the construction of stormwater runoff management
10 measures in compliance with this Section 14-8.2; or

11 (ii) to accommodate required horizontal to vertical
12 measurements for *cut* and *fill slopes*.

13 (b) Natural *slopes* thirty percent or greater shall remain
14 undisturbed, except for arroyo crossings and for no more than three isolated
15 occurrences of *sloped* areas where each individual disturbance shall not
16 exceed one thousand (1,000) square feet, as approved by the *city engineer*.
17 The *city engineer* may waive this provision, in writing, stating the reasons and
18 basis for such approval, if evidence is provided by the *applicant* showing that
19 strict enforcement of this provision would prohibit access to the *lot* or
20 placement of utilities. This provision applies solely to the construction of
21 roads, driveways and utility placement and is not intended to
22 allow *development* on natural *slopes* exceeding thirty percent. The other
23 provisions of the escarpment overlay district ordinance and the terrain and
24 stormwater management regulations shall remain in effect.

25 (c) Phasing for *grading* and clearing may be required by the *city*

1 *engineer* on all sites where construction will not begin immediately after
2 clearing and *grading*;

3 (d) A construction *permit* for *grading* for driveway construction
4 shall not be issued unless the *city engineer* has first determined that the
5 driveway provides access to a buildable area as defined in Subsection 14-
6 8.2(D)(3) and that the *permit* complies with the requirements of Section 14-
7 5.6 (Escarpment Overlay District); and

8 (e) All *grading* completed on the site shall conform to the
9 approved *grading* plan.

10 (f) The *land use director* may grant an *application* submitted to the
11 building division of the land use department for a *preliminary clearing and*
12 *grubbing permit* or a *limited grading permit*, allowing for work authorized under
13 such *permit* solely at the risk of the *owner* while an *application* for an associated
14 *permit* for comprehensive grading and drainage or landscape and utilities is
15 pending.

16 (g) Under emergency circumstances, the *land use director* may issue
17 an *emergency grading at owner's risk permit* prior to the submission of an
18 *application*. A *permit* issued under this subparagraph shall expire twelve (12)
19 months after issuance with no allowance for extensions.

20 **Section 7. Subsection 14-9.5(B) of the Land Development Code (being Ord. No.**
21 **2013-16 § 60, as amended) is amended as follows:**

22 **14-9.5 INFRASTRUCTURE DEDICATION, COMPLETION, AND GUARANTEES**

23 **(B) Infrastructure Completion or Agreement to Construct Improvements**
24 **Required**

25 The developer must complete *public improvements and quasi-public improvements*

1 required for any *development* in accordance with plans approved by the *city* and must pass
2 inspection prior to commencing other aspects of the *development*, or the developer must enter
3 into an agreement with the *city* to construct improvements as described in Subsection 14-9.5(C).
4 If the developer seeks to construct *public improvements and quasi-public improvements* without
5 entering into an agreement to construct, the developer must first submit a financial guarantee
6 based on an engineer's estimate for the cost of *site restoration* plus ten percent (10%) of the
7 construction valuation, which shall be held until the end of the twelve-month warranty period.
8 The *infrastructure* must be completed or the agreement to construct improvements must be
9 executed prior to the earliest of the following:

10 (1) recording the *plat* for *development* that requires a subdivision *plat* other than a
11 *plat* for a *family* transfer subdivision, a summary procedure *lot* split or a *resubdivision*;

12 (2) recording or filing in *city* archives an approved *development* plan;

13 (3) issuance of a construction *permit* for any construction other than the
14 *infrastructure*, for *development* for which a *plat* for an inheritance or *family* transfer subdivision,
15 a summary procedure *lot* split or a *resubdivision* is required; and

16 (4) issuance of a construction *permit* for any construction other than the
17 *infrastructure*, for *development* for which no subdivision *plat* or *development* plan is required.

18 **Section 8. Section 14-12.1 of the Land Development Code (being Ord. No.**
19 **2011-37, § 15, as amended) is amended to add the following definition:**

20 **PERMIT, EMERGENCY GRADING AT OWNER'S RISK**

21 A permit with applicable conditions that allows grading done solely at the risk of the owner,
22 issued at the discretion of the land use director for the purpose of addressing an unforeseen
23 emergency circumstance that poses an active or imminent danger to life, safety, or property and
24 that requires immediate grading work to limit presently occurring damage or to prevent damage
25 from occurring.

1 **PERMIT, LIMITED GRADING**

2 A permit with applicable conditions that allows partial grading of a site done solely at the risk of
3 the owner, issued at the discretion of the land use director for the purpose of mitigating financial
4 or other hardship while an application for an associated comprehensive grading and drainage
5 permit is pending.

6 **PERMIT, PRELIMINARY CLEARING AND GRUBBING**

7 A permit with applicable conditions that allows clearing and grubbing of site vegetation, without
8 any grading, excavating, or filling, done solely at the risk of the owner and issued at the discretion
9 of the land use director for the purpose of mitigating financial or other hardship while an
10 application for an associated comprehensive grading and drainage permit is pending.

11 **SITE RESTORATION**

12 The process of renewing, reclamation, and salvage of site features and ecosystems that have been
13 altered, degraded, damaged, or destroyed by unauthorized or illegal activity to pre-development
14 conditions or to other modified conditions as approved by the *city engineer*.

15 **Section 9. Effective Date.** This ordinance shall take effect on January 1, 2021.

16 PASSED, APPROVED, and ADOPTED this 30th day of September, 2020

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ALAN WEBBER, MAYOR

21 ATTEST:

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YOLANDA Y. VIGIL, CITY CLERK

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1 APPROVED AS TO FORM:

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4 ERIN K. McSHERRY CITY ATTORNEY

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24 *Bill No. 2020-24*

25 *Legislation/2020/Ordinances/2020-23 Land Use Fees*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: Resolution: _____

Short Title(s): Land Use Fees

Sponsor(s): Mayor Webber

Reviewing Department(s): Land Use Department

Staff Completing FIR: Eli Isaacson Date: 7/3/20 Phone: 955-6830

Reviewed by City Attorney: *Eli McCay* Date: Aug 10, 2020

Reviewed by Finance Director: *Mary McCay* Date: Aug 11, 2020

Summary:

The proposed Bill would adopt a comprehensive schedule of all fees assessed by the Land Use Department for services provided to the public.

Departments Affected:

Land Use Department.

Consequences of Not Enacting Legislation:

Not enacting the proposed Bill could result in a lack of awareness by the public of all applicable fees for a proposed project or activity, which are currently found in numerous separate resolutions.

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

This Bill relates to another proposed Bill that makes changes to the Short Term Rental regulations in Chapter 14.

Performance and Administrative Implications:

Adoption of this Bill would ensure the City is properly compensated for the services it provides the public.

Fiscal Implications:

The projected new revenue would be generated from adjustments to fees collected by the Land Use Department. All proposed fees correlate with existing services provided, the majority of which are provided currently for no charge. The proposed new fees would offset the cost of providing these services. In one instance, Exception to Historic Overlay, the fee is proposed to be reduced by \$100/request to reflect more closely the actual staff time associated with evaluating the request. There are no expenses associated with the proposed fee adjustment because staff members currently collect fees, and processing the new fees would require a nominal amount of additional staff time.

Fiscal Impact.

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$	\$	\$				
Capital Outlay	\$	\$	\$				
Contractual/ Professional Services	\$	\$	\$				
Operating	\$	\$	\$				\$
Total:	\$	\$	\$				\$

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

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$551,725	\$551,725	\$551,725	R	11001
Special Revenue	\$	\$	\$		
CIP	\$	\$	\$		
Enterprise	\$	\$	\$		
Internal Service	\$	\$	\$		
Trust and Agency	\$	\$	\$		
Federal	\$	\$	\$		
Other	\$	\$	\$		
Total	\$	\$	\$		

Revenue Narrative:

The estimated increase in fees as a result of the adoption of this Bill would be \$551,725.

Signature: *Jason M. Kluck*

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

Signature: *John Blair*
John Blair (Mar 24, 2023 16:16 MDT)

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












23-0153 SAFEBuilt, LLC GB LAND USE

Final Audit Report

2023-04-25

Created:	2023-04-17
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6-oiPL5Je2wD8E_S_e0yXI6K4PXNyq6

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