

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 **Molzen Corbin**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

WHEREAS, 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 Architect & Engineering, rendering services related to Architect & Engineering 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 from approval by the City 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:

Basic A/E services - conducted in five distinct and sequential phases:

- 1) ***Preliminary Phase:*** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including, without limitation, as follows:
 - a. Conferring with the sponsor on project requirements, programming, finances, schedules, early phases of the project, operational safety, phasing considerations and other pertinent matters; meeting the FAA and other concerned agencies and parties on matters affecting the project.
 - b. Planning, procuring, and/or preparing necessary surveys, geological engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.
 - c. Develop design schematics, sketches, environmental and aesthetic

considerations, project recommendations, and preliminary layouts and cost estimates.

- d. Assisting the sponsor in the preparation of necessary and required documents for federal grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.
- 2) ***Design Phase:*** This phase involves all activities required to undertake and accomplish a full and complete project design including, without limitation, as follows:
- a. Conducting meetings and design conferences to obtain information and to coordinate or resolve design matters.
 - b. Collecting engineering data and undertaking field investigations; geological engineering and surveys; and architectural, engineering, and environmental studies.
 - c. Preparing necessary engineering reports and recommendations.
 - d. Preparing detailed plans, specifications, and cost estimates. Conducting a detailed value engineering analysis, if applicable and if requested. Printing and providing necessary copies of engineering drawings and contract specifications.
- 3) ***Bidding or Negotiation Phase:*** This phase involves providing sets of plans and specifications for this phase, and all bid documents; acting for the sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents.
- 4) ***Construction Phase:*** This phase involves all basic services rendered after the award of a construction contract including, without limitation, as follows:
- a. Providing consultation and advice to the sponsor during all phases of construction.
 - b. Representing the sponsor at pre-construction conferences
 - c. On site construction inspection and management involving the services of a resident engineer, inspector, or manager, periodically during the construction or installation phase of a project, and providing appropriate reports to the sponsor.
 - d. Reviewing and approving shop drawings submitted by contractors for compliance with design concept.
 - e. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
 - f. Preparing and negotiating change orders and supplemental agreements.
 - g. Observing or reviewing performance tests required by specifications.
 - h. Determining payment amounts to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant

- projects.
 - i. Conduct wage rate interviews in accordance with federal standards.
 - j. Making final inspection and submitting a report of the completed project to the sponsor.
- 5) ***Project Closeout Phase:*** This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to:
- a. Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
 - b. Providing record drawings.
 - c. Preparing summary of material testing reports.
 - d. Preparing summary of project change orders.
 - e. Preparing grant amendment requests and associated justification, if applicable.
 - f. Preparing final project reports including financial summary.
 - g. Obtaining release of liens from all contractors.

Special Services - The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the Consultant. These special services may vary greatly in scope, complexity, and timing and may involve several different disciplines and fields of expertise.

Consultants performing special services may be employed directly by the Sponsor to implement one or more phases of a project or may be employed by the principal Consultant via a subcontract agreement. In certain instances, these services may be performed by the principal Consultant. Some examples of special services that might be employed for airport projects include, but are not limited to:

- 1) Soils investigations, including core sampling, laboratory testing, related analyses, and reports.
- 2) Detailed mill, shop, and /or laboratory inspections of materials and equipment.
- 3) Land surveys and topographic maps.
- 4) Field and/or construction surveys.
- 5) Photogrammetry surveys.
- 6) On site construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project. (This differs from the periodic inspection responsibilities included as part of the basic services.)
- 7) Environmental studies and assessment reports for specific development projects.
- 8) Expert witness testimony in litigation involving specific projects.
- 9) Project feasibility studies.
- 10) Public information and community involvement surveys, activities, and studies.
- 11) Preparation of as-built plans and record drawings.

- 12) Preparation of or updating the airport layout plan.
- 13) Preparation of property maps.
- 14) Preparation of Quality Control Plan.
- 15) Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.
- 16) Assist Sponsor in specifications for procurement purposes of airport equipment (i.e. snow removal, Airport Rescue and Fire Fighting, etc.), and in preparing all documents required to procure such equipment.
- 17) Assisting the sponsor in Federal, State and local grant administration and preparation of necessary applications for grants.
- 18) Construction management.
- 19) Preparation of final report.

Planning Services - This category involves studies under the broad heading of airport system and master planning and includes, without limitation, as follows:

- 1) Study designs to establish the framework and detailed work program.
- 2) Airport data collection and facility inventories.
- 3) Aeronautical activity forecasts and demand/capacity.
- 4) Facility requirements determination.
- 5) Airport Layout and terminal area plans development.
- 6) Environmental assessment studies/reports, airport noise compatibility plans (Part 150 studies), and other environmental related studies.
- 7) Compatible land-use planning in the vicinity of airports.
- 8) Airport development schedules and cost estimates.
- 9) Airport financing planning.
- 10) Participate in public information programs and/or public hearings relating to airport development and planning projects.

Contractor Projects - Contractor shall complete the following projects:

- 1) Taxiway G construction
- 2) Runway 15-33 PAPI
- 3) Parallel taxiway construction for Runway 15-33 and Runway 10-28
- 4) West side access road
- 5) Taxiway D 2nd Segment Reconstruction, Mill asphalt and replace sub-base and asphalt, install new taxiway markings, signs, and lighting.
- 6) Car Rental QTA Facility, Construct of Quick Turn Around facility to provide on-site rental car vendors wash/detail bays and fueling stations.
- 7) Terminal Expansion, Expand, or build a new passenger terminal to accommodate projected growth.
- 8) Terminal Parking Lot Design, Expansion and Lighting Expand/reconstruct existing passenger terminal parking
- 9) Air Traffic Control Tower Relocation (ATCT), Relocate and build new ATCT to accommodate better visibility and control of airspace and ground.
- 10) Taxiway Realignment and Rehabilitation, remove existing taxiways, replace with realigned taxiways, including taxiway markings, signs, and lighting, to comply with FAA safety standards
- 11) Maintenance Building, Construct maintenance building to accommodate equipment storage.
- 12) Annual Apron Crack and Surface Seal, Annual pavement maintenance to include crack and surface sealing of all airport surfaces.
- 13) Annual Runway Painting, Annual pavement striping and marking to include all airport surfaces.

- 14) Taxiway A and C Reseal, Seal existing pavement to avoid raveling of pavement on taxiways A and C
- 15) Airfield Lighting and Approach Path Guidance System Upgrades, Install REILs on runway 2 and 28, Install PAPIs on runways 15 and 10-28
- 16) De-icing Pad, Construct an aircraft de-icing pad
- 17) Aerial Firefighting Base
- 18) Construct taxiway, ramp and operational areas to support aerial firefighting
- 19) On call engineering as required
- 20) Any other project listed in the current Airport Master Plan
- 21) Any other project listed in annual Capital Improvement Plans submitted to and accepted by the Federal Aviation Administration.

Preparation Services: Prepare and negotiate change orders and supplemental agreements.

- 1) Review, analyze and approve laboratory and mill test reports of materials and equipment.
- 2) Prepare and negotiate change orders and supplemental agreements.
- 3) Observe or review performance tests required by specifications.
- 4) Determine payment amounts to contractors and assist owners in the preparation of payment requests for amounts reimbursable from grant projects.
- 5) Conduct wage rate interviews in accordance with federal standards.
- 6) Make final inspection and submit a report of the completed project to the owner.

Special Services: These services are performed by A/E or Planning consultants from time to time at the request of the owner and may include, without limitation, as follows:

- 1) Soil investigations, which includes core sampling, laboratory testing, related analyses, and reports.
- 2) Detail mill, shop, and /or laboratory inspections of materials and equipment.
- 3) Land surveys and topographic maps. (a GIS)
- 4) Field and/or construction surveys.
- 5) Photogrammetry surveys
- 6) On site construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project. (This differs from the periodic inspection responsibilities included as part of the basic services.)
- 7) Expert witness testimony in litigation involving specific projects
- 8) Project feasibility studies
- 9) Public information activities, studies, and surveys
- 10) Prepare as-built plans
- 11) Prepare an electronic airport layout plan
- 12) Prepare property maps

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.

C. The Contractor agrees to comply with the FAA's Mandatory Contractual Requirements, attached as Exhibit A to this Agreement.

3. **Compensation.**

A. The City shall pay to the Contractor in full payments for services satisfactorily performed at the rates provided by the Contractor - Exhibit "A". The Contractor will provide various Task Orders to the City that will be paid based off Exhibit "A" rates. Each Task Order will be procured based on City procurement procedures. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **five million dollars (\$5,000,000)**. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

4. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate **four years** from approval by the City, 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.

5. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

6. Appropriations.

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

7. Status of Contractor.

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Entire Agreement.

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

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent

jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

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

20. Professional Liability Insurance.

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

21. Other Insurance

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

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.

22. Records and Financial Audit.

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

23. Indemnification.

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition.

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

26. Enforcement of Agreement.

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

27. Notices.

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

To the City:
James Garduno, Project Administrator
City of Santa Fe
121 Aviation Drive, Santa Fe, NM 87507
jdgarduno@santafenm.gov
505-670-3232

To the Contractor:
Molzen Corbin
Kent Freier, Vice President
2701 Miles Road SE, Albuquerque, NM 87106
KFreier@molzencorbin.com
505-228-0732

28. Authority.

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

29. Merger.

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

30. Non-Collusion.

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

31. Default/Breach.

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

32. Equitable Remedies.


The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City 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.

33. Default and Force Majeure.

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

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


CITY OF SANTA FE:



ALAN WEBBER, CITY MAYOR

DATE: May 30, 2023

CONTRACTOR: MOLZEN CORBIN



Kevin Eades, PE
CEO

DATE: 05/23/2023
CRS#01305771005

Registration # 124628

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK *XIV*
GB SPECIAL MEETING 5/26/23

CITY ATTORNEY'S OFFICE



Marcos Martinez (May 23, 2023 13:13 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (May 29, 2023 23:13 MDT)

EMILY OSTER, FINANCE DIRECTOR
Various

Org. Name/Org#.

**MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR THE SANTA FE REGIONAL AIRPORT**

FAA MANDATORY CONTRACTUAL REQUIREMENTS

TITLE VI ASSURANCES

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the sponsor shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs 1 through 5 in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The Contractor shall take such action with respect to any Subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a

result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and sub tier Contractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all Subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a Bid / Proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful Bidder, by administering each lower tier Subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful Bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above; and
3. Inserting a clause or condition in the covered transaction with the lower tier Contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime Contractor agrees to pay each Subcontractor under this prime Contract for satisfactory performance of its Contract no later than {specify number} days from the receipt of each payment the prime Contractor receives from {Name of recipient}. The prime Contractor agrees further to return retainage payments to each Subcontractor within {specify the same number as above} days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE Subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier Contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

FEDERAL LABOR STANDARDS ACT

All Contracts and Subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this Bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All Contracts and Subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this Contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant Contract, the Offeror:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any Contract or Subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any Subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror / Contractor must provide immediate written notice to the Owner if the Offeror / Contractor learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require Subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Contract shall be awarded to an Offeror or Subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose Subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a Contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier Subcontracts. The Contractor may rely on the certification of a prospective Subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or Subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the Contract or Subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier Contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this Contract on the part of the Contractor or its Subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the Contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the Contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the Contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

End of Exhibit A

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF MAY 1, 2023

DEPARTMENT	BILLING CATEGORIES	2023 Rate
<i>Architectural</i>	Senior Principal Architect	\$260
	Principal Architect	\$240
	Senior Architect	\$195
	Project Architect	\$160
	Registered Architect	\$140
	Intern Architect 2	\$110
	Intern Architect 1	\$90
	Senior Architectural Designer	\$130
	Architectural Designer I	\$120
	Planner	\$100
	Landscape/Irrigation Designer	\$100
<i>Civil Engineering</i>	Senior Principal Engineer	\$260
	Principal Engineer	\$240
	Senior Engineer	\$220
	Project Engineer	\$170
	Professional Engineer	\$150
	Engineering Intern II	\$130
	Engineering Intern I	\$120
	Senior Civil Design Specialist	\$160
	Engineering Design Specialist	\$140
	Senior Engineering Design Tech	\$135
	Engineering Design Tech	\$110
	Associate Engineering Design Tech	\$90
<i>Electrical Engineering</i>	Senior Principal Engineer	\$260
	Principal Engineer	\$240
	Senior Engineer	\$200
	Project Engineer	\$170
	Professional Engineer	\$150
	Engineering Intern II	\$130
	Engineering Intern I	\$110
	Engineering Design Specialist	\$140
	Engineering Design Tech	\$110
	Associate Engineering Design Tech	\$90
<i>Mechanical</i>	Senior Mechanical Engineer	\$180
<i>Water Resource Engineering</i>	Senior Principal Engineer	\$260
	Principal Engineer	\$240
	Senior Engineer	\$215
	Project Engineer	\$170
	Professional Engineer	\$150
	Engineering Intern II	\$130
	Engineering Intern I	\$120
	Sr. Engineering Design Specialist	\$150
	Engineering Design Specialist	\$130
	Engineering Design Tech	\$110
	O & M Specialist	\$110
	Associate Engineering Design Tech	\$90

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF MAY 1, 2023

<i>CADD / Survey</i>		
	CADD Operator II	\$80
	CADD Operator I	\$70
	Survey Technician	\$100
	Two Person Survey Crew	\$200
	Two Person GPS Survey Crew	\$225
	Licensed Surveyor	\$220
<i>Construction Observation</i>		
	Senior Observer/Manager	\$105
	Senior Observer	\$100
	Observer	\$90
<i>Administration</i>		
	Administrative Aide II	\$75
	Administrative Aide I	\$55
	Administrative Support	\$100
	Grants/Technical Administrator	\$110
	Computer Technician	\$120
	Senior Technical Writer / Editor	\$95

Miscellaneous Expenses

Copies	Per Copy	\$0.11
Color Copies	Per 8 1/2 x 11 Copy	\$1.00
Color Copies	Per 11 x 17 Copy	\$2.00
Prints/Plots(24x36)	Per Sheet	\$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

STATEMENT OF WORK (SOW)

SOW Name: PaaS NASPO 19-19-05 - RFP Support Services

Provided under the terms of:

[Master Agreement No. 19-19-05](#)

Participating Addendum for

NASPO ValuePoint

Procurement of Acquisition Support Services Contract

between

Civic Initiatives LLC ("Civic Initiatives")

a company incorporated in Texas

with an address at

7000 N Mopac Expwy, Suite 200

Austin, TX 78731

and

City Of Santa Fe ("Client")

with an address at

PO Box 909

Santa Fe, New Mexico 87504

SECTION 1: SCOPE OF WORK

Civic initiatives will provide on-demand procurement support services to **City Of Santa Fe** in support of ongoing procurement-related projects on an as needed basis. Request for support may be made in one of two means:

1. Informal Requests

Client will email Civic Initiatives identified Project Manager (CI-PM) to request support for procurement-related tasks that require limited hours to fulfill the need (e.g., provision of subject matter expertise, support for meetings, review of documents, etc.). CI-PM will acknowledge and inform Client Project Manager (Client PM) of the resource(s) that will fulfill the work requested.

2. Formal Requests

Client will provide a Scope of Work (SOW) to Civic Initiatives for project-based work (e.g., projects with a clear timeline and associated deliverables). CI-PM will acknowledge and will provide Client PM with a workplan and associated Not-to-Exceed (NTE) project cost and once agreed Client will initiate the project with a Notice to Proceed.

If any Formal Requests are made in conjunction with the creation of the initial SOW they will be included in Exhibit A. If Formal Requests are made after the initial SOW, the Notice to Proceed will be treated as an addition to Exhibit A.

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SECTION 2: DELIVERABLES

All deliverables for work performed under this SOW will be detailed and agreed to in the request processes outlined in Section 1 above.

Acceptance Criteria and Process

1. *Initial Draft:* Civic Initiatives will provide the Client PM with an Initial Draft Version with instructions for Client to provide feedback.
2. *Client Feedback:* Client will have ten (10) business days to provide Civic Initiatives with feedback.
3. *Final Draft:* Upon receipt of feedback from the Client, Civic Initiatives will incorporate feedback reconciling any feedback as necessary with the Client. Civic Initiatives will provide a Final Draft for Acceptance within three (3) business days.
4. *Acceptance:* Should Civic Initiatives not receive additional feedback or the Acceptance Document within five (5) business days, Civic Initiatives will consider the Deliverables accepted by the Client. In any event, Civic Initiatives and Client agree to work together on any reasonable concerns which may arise to ensure the Deliverable meets client expectations.

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SECTION 3: PRICING/INVOICING

All work performed under this SOW will be performed and invoiced at current hourly rates provided in the NASPO [Master Agreement No. 19-19-05](#). Monthly invoices will be submitted to the client for all hours performed against client projects for the previous month. Upon client satisfactory completion of a project, the project shall be considered closed.



Travel is not expected. However, if the need for travel arises, Civic Initiatives will utilize ONSITE rates for project resources found in the NASPO ValuePoint Master Agreement.

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SECTION 4: SIGNATURES

Contractual Recitations

This SOW is subject to the terms set forth in the NASPO ValuePoint [Master Agreement No. 19-19-05](#) between Civic Initiatives and City Of Santa Fe. This SOW is effective on the Execution Date (date executed by Client on Signature Page below). Changes to this SOW will be valid only through an Amendment as permitted by the Master Agreement and only if the Amendment is signed by both Parties.

By Client	By Civic Initiatives
<i>Client authorizes Contractor to provide services to Client and agrees to pay Civic Initiatives for Deliverables as described in this SOW:</i>	<i>Civic Initiatives agrees to provide services and Deliverables as described in this SOW:</i>
City Of Santa Fe <hr/> Client Name	
 <u>SIGNATURE</u> Travis Dutton-Leyda <hr/> Client Authorized Signatory (Signature)	 <u>SIGNATURE</u> Derrek Davis <hr/> Civic Initiatives Signatory (Signature)
Travis Dutton-Leyda <hr/> Client Authorized Signatory (Printed)	Dustin Lanier <hr/> Civic Initiatives Authorized Signatory (Printed)

ATTACHMENT A

PROJECT 1: RFP SUPPORT

The following provides an overview of tasks Civic Initiatives will execute for any given assigned procurement project, based on estimated scope. All individual RFP projects will be scoped and confirmed in the client Resource Tracker unless an alternative process is established through mutual agreement

Task 1: Project Setup/Kickoff

Civic Initiatives will facilitate a project kickoff meeting with project executives and Client identified project stakeholders to execute critical planning and contract initiation functions necessary to ensure project success. The meetings will focus on identifying the project manager, stakeholders, validating the project scope and timeline, and reviewing key deliverables. Civic Initiatives will also coordinate with the Client Project Manager to collect reports, documents and data relevant to the project to begin to familiarize ourselves with key aspects of the project.

Task 2: Current State Discovery

The Current State Discovery phase contains tasks necessary to review key aspects of the procurement category, including any contracts currently in place to establish a baseline prior to developing recommendations for optimization and a procurement strategy. Focus will be on the review and assessment of all relevant data, documentation and reports, and performance of interviews with identified stakeholders. Key tasks include:

- Identify, collect, and review additional key documents related to the contract category
- Facilitate interviews with identified stakeholders to discuss the current contract and approach
- Facilitate interviews with identified stakeholders to discuss pros and cons of the current contract and approach
- Facilitate interviews with identified stakeholders to discuss State and Federal policies, processes or programs impacting the contracts
- Facilitate interviews with identified stakeholders to discuss additional considerations for current contracts

Task 3: Solution Definition & Stakeholder Engagement Workshops

Civic Initiatives will perform the following tasks to facilitate the identification of Client goals, objectives, business requirements, and service delivery strategies toward the establishment of clear definition of need for the project. Key tasks include:

- Host a workshop with Client identified executives, management, and staff to capture and document solicitation goals, objectives and outcomes
- Host stakeholder workshops with CLIENT identified executives, management, and staff to gather information regarding Business Requirements
- Compile information gathered from stakeholders to direct future requirements development activities

Task 4: Market Research & Procurement Strategy Development

Civic Initiatives will complete tasks necessary to leverage the Current State Benchmark Briefing and the Solution Definition to assess gaps, identify opportunities for improvement, and assess peer and industry best practices toward the development of a procurement strategy, incorporating opportunities for contract optimization. Tasks include, but are not limited to:

- Compare the current state findings to identified solution definition in order to identify gaps
- Perform market research for the relevant procurement category
- Compare and contrast the contracting approach of the Client to peers
- Compare and contrast the contracts and contracting approach of the Client to applicable leading practices
- Develop recommendations for solicitation and contract optimization/risk mitigation strategies that seek to address identified gaps

Task 5: Requirements Development

Civic Initiatives will utilize market research performed and work performed to date to develop an initial requirements document (e.g., Specification or Scope of Work) for feedback from Client. Feedback received from the Client will be reviewed and incorporated, and Civic Initiatives will work with the Client to rectify any issues or concerns, prior to providing back a final version for use in the solicitation.

Task 6: Solicitation Development

Civic Initiatives will develop a draft Solicitation Document aligned to the Procurement Strategy and Requirements utilizing a Client-provided standard solicitation template to compile required solicitation elements. Civic Initiatives will prepare and present the details of the draft solicitation document in a meeting with the Client to provide an overview of the solicitation and solicit feedback. Feedback from the Client will be incorporated into a final draft deliverable. Civic Initiatives will then support Client to execute required governance and review processes and support iteration of the document content, as required. In addition, Civic Initiatives will develop and/or compile any required supporting forms, templates or attachments for inclusion in the solicitation.

NOTE: It is expected that final details required to finalize a Solicitation Document and advertise it to the market will be completed by the Client.

Task 7: Solicitation Execution Support

Civic Initiatives will provide subject matter expertise and support to Client in the execution phase of the acquisition event including:

- Support for responding to supplier inquiries regarding the acquisition event
- Support to draft revised solicitation content based on supplier inquiries and/or responses (as required)
- Support to draft solicitation addenda (as required)
- Support to draft an evaluation model and supporting evaluation tools

Task 8: Solicitation Evaluation Support

Civic Initiatives will provide subject matter expertise and support in the review and evaluation of proposals and system demonstrations to provide the evaluation team with assessment of functionalities, capabilities, strengths/weaknesses, implementation methodologies, support methodologies, and other relevant items in context of requirements and project objectives.

NOTE: As an SME Civic Initiatives cannot be an active scoring evaluator of the solicitation responses.

Task 9: Contract Development & Execution Support

Civic Initiatives will provide subject matter expertise and support in the development of a contract with the awarded contractor(s). Civic Initiatives will review the proposed contract and provide recommended improvements in key areas to help the Client obtain the outcome it seeks under the most favorable terms.

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PROJECT 2: STRATEGIC PROCUREMENT TRANSFORMATION SERVICES (OPTIONAL)

On a deliverable basis, City Of Santa Fe may request Strategic Procurement Transformation Services to include, but not be limited to:

- Program Assessments
- Program Optimization
- Policy/Process Redesign
- Training and Certification Program Development

Upon request for services, Civic Initiatives staff will review the request and provided materials. If Civic Initiatives requires more information or clarity on the project, they will seek to set a client meeting with the appropriate stakeholders to discuss. Within three (3) business days Civic Initiatives will establish a per deliverable cost, estimated start date and completion date based on current portfolio workload. Upon Client approval, Civic Initiatives will initiate project work in coordination with Client.

**MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR THE SANTA FE REGIONAL AIRPORT**

FAA MANDATORY CONTRACTUAL REQUIREMENTS

TITLE VI ASSURANCES

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the sponsor shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs 1 through 5 in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The Contractor shall take such action with respect to any Subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a

result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and sub tier Contractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all Subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a Bid / Proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful Bidder, by administering each lower tier Subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful Bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above; and
3. Inserting a clause or condition in the covered transaction with the lower tier Contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime Contractor agrees to pay each Subcontractor under this prime Contract for satisfactory performance of its Contract no later than {specify number} days from the receipt of each payment the prime Contractor receives from {Name of recipient}. The prime Contractor agrees further to return retainage payments to each Subcontractor within {specify the same number as above} days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE Subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier Contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL LABOR STANDARDS ACT

All Contracts and Subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this Bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All Contracts and Subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this Contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant Contract, the Offeror:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any Contract or Subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any Subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror / Contractor must provide immediate written notice to the Owner if the Offeror / Contractor learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require Subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Contract shall be awarded to an Offeror or Subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose Subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a Contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier Subcontracts. The Contractor may rely on the certification of a prospective Subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or Subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the Contract or Subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier Contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this Contract on the part of the Contractor or its Subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the Contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the Contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the Contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

End of Exhibit A

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF MAY 1, 2023

DEPARTMENT	BILLING CATEGORIES	2023 Rate
<i>Architectural</i>	Senior Principal Architect	\$260
	Principal Architect	\$240
	Senior Architect	\$195
	Project Architect	\$160
	Registered Architect	\$140
	Intern Architect 2	\$110
	Intern Architect 1	\$90
	Senior Architectural Designer	\$130
	Architectural Designer I	\$120
	Planner	\$100
	Landscape/Irrigation Designer	\$100
<i>Civil Engineering</i>	Senior Principal Engineer	\$260
	Principal Engineer	\$240
	Senior Engineer	\$220
	Project Engineer	\$170
	Professional Engineer	\$150
	Engineering Intern II	\$130
	Engineering Intern I	\$120
	Senior Civil Design Specialist	\$160
	Engineering Design Specialist	\$140
	Senior Engineering Design Tech	\$135
	Engineering Design Tech	\$110
	Associate Engineering Design Tech	\$90
<i>Electrical Engineering</i>	Senior Principal Engineer	\$260
	Principal Engineer	\$240
	Senior Engineer	\$200
	Project Engineer	\$170
	Professional Engineer	\$150
	Engineering Intern II	\$130
	Engineering Intern I	\$110
	Engineering Design Specialist	\$140
	Engineering Design Tech	\$110
	Associate Engineering Design Tech	\$90
<i>Mechanical</i>	Senior Mechanical Engineer	\$180
<i>Water Resource Engineering</i>	Senior Principal Engineer	\$260
	Principal Engineer	\$240
	Senior Engineer	\$215
	Project Engineer	\$170
	Professional Engineer	\$150
	Engineering Intern II	\$130
	Engineering Intern I	\$120
	Sr. Engineering Design Specialist	\$150
	Engineering Design Specialist	\$130
	Engineering Design Tech	\$110
	O & M Specialist	\$110
	Associate Engineering Design Tech	\$90

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF MAY 1, 2023

<i>CADD / Survey</i>		
	CADD Operator II	\$80
	CADD Operator I	\$70
	Survey Technician	\$100
	Two Person Survey Crew	\$200
	Two Person GPS Survey Crew	\$225
	Licensed Surveyor	\$220
<i>Construction Observation</i>		
	Senior Observer/Manager	\$105
	Senior Observer	\$100
	Observer	\$90
<i>Administration</i>		
	Administrative Aide II	\$75
	Administrative Aide I	\$55
	Administrative Support	\$100
	Grants/Technical Administrator	\$110
	Computer Technician	\$120
	Senior Technical Writer / Editor	\$95

Miscellaneous Expenses

Copies	Per Copy	\$0.11
Color Copies	Per 8 1/2 x 11 Copy	\$1.00
Color Copies	Per 11 x 17 Copy	\$2.00
Prints/Plots(24x36)	Per Sheet	\$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	



City of Santa Fe, New Mexico

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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: March 24, 2023
TO: Travis Dutton-Leyda Chief Procurement Officer
City of Santa Fe
FROM: James Harris, Procurement Manager
Santa Fe Regional Airport
SUBJECT: Evaluation Committee Report, Architect and Engineering Services for the Santa Fe Regional Airport RFP # 23/33/P

In accordance with the Request for Proposals for Airport A/E Services for Santa Fe Regional Airport issued December 21, 2022, one responsive proposal was timely submitted from the following Offeror:

- Molzen-Corbin

and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Daniel Maki, Senior Advisor to the Mayor, City Manager's Office
Kelly Bynon, Airport Administrative Manager, Santa Fe Regional Airport
James Garduno, Project Administrator, Santa Fe Regional Airport

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- January 24, 2023 - Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal.
- January 24-25, 2023 – Evaluation Committee completes individual evaluation and scoring
- January 26, 2023 – Evaluation Committee meets to come to discuss their evaluations and scores

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (300 Total Points)



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	Molzen-Corbin
<u>Offeror Points</u>	300

Organizational Experience

Specifications:

Offeror **must**:

a) provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Architect and Engineering Services. All Architect and Engineering Services provided to private sector will also be considered.

b) provide a detailed bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as architects or engineers. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) n/a (evaluated as a Pass/Fail below)

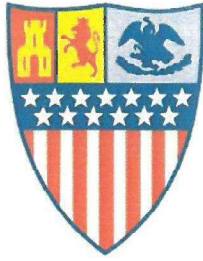
d) describe their specialized design and technical competence of their business to perform the outlined scope of work, including a joint venture or association, regarding A&E services.

e) Describe their past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.

f) describe their familiarity with the Santa Fe Regional Airport.

g) describe the amount of design work that will be produced within New Mexico (NM) by a NM business

h) describe the volume of work previously done for the City of Santa Fe, which is not seventy-five percent complete with respect to basic professional design services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated.



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Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section unless the in-state registration certificate is not supplied as required in, then the Offeror has failed and is non-responsive and not considered for an award. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Molzen-Corbin

The Evaluation Committee awarded Molzen-Corbin 300 points based on the Offeror's response. Molzen-Corbin provided multiple examples of their past experience and performance and have continually worked with airports statewide delivering capabilities and experience in planning, engineering, architecture, and project management. The proposal also provided multiple examples of how they have met deadlines, often earlier than expected. Other examples showed how they were able to control costs, stay on schedule and manage projects similar to the size of the project in this RFP.

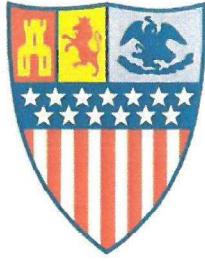
Molzen-Corbin provided a 4-page section in their proposal of their familiarity and background with the Santa Fe Regional Airport. The firm has provided services for the Santa Fe Airport for nearly 40 years. They are diverse in their capabilities and experience in aviation engineering including planning, taxiways, runways, pavement rehabilitation, grading, drainage, pavement marking, lighting, signage, fencing, air traffic control tower and much more. The offeror has sufficient knowledge of grants and all guidelines associated with the FAA & TSA.

The proposal addressed all factors and met all requirements set forth in this section.

Section IV.B.1.c, NM A&E License (Pass/Fail)

	<u>Molzen-Corbin</u>
<u>Pass/Fail</u>	Pass

Specifications:



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Offeror must:

be registered in the State of New Mexico and must submit a copy of their Architect and Engineer license and registration. (Pass/Fail)

Evaluation Factors:

Pass/Fail only. No points assigned.

Molzen-Corbin

Offeror provided a copy of their valid/current A&E license as requested resulting in a "Pass" for this section.

Section IV.B.2, Organizational References (200 Total Points)

	<u>Molzen-Corbin</u>
<u>Offeror Points</u>	133

Organizational References

Specifications:

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

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

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment (i.e., A&E services);
- Staff assigned to reference engagement that will be designated for work per this RFP; and
- Client project manager name, telephone number, fax number and e-mail address.



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Offeror is required to submit APPENDIX D, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX D. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

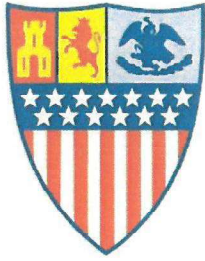
Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix D). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

Molzen-Corbin

The Evaluation Committee awarded Molzen-Corbin 133 points based on the Offeror's response. Two (2) references were received on behalf of the Offeror resulting in 1/3 of points being awarded. Reference forms were completed and all ratings were excellent. The references stated that Molzen-Corbin has excellent support and staff that are knowledgeable in aviation issues, FAA standards and customs, engineering, reporting and financial management. The firm was praised for successfully completing complex projects. All items in this section were successfully addressed in the references received.



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Section IV.B.3, Mandatory Specifications (500 points)

	<u>Molzen-Corbin</u>
<u>Offeror Points</u>	405.33

Specification:

Offeror must:

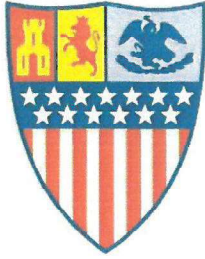
- provide 4 examples from previous projects within the last ten (10) years, with a similar scope of work as requested.
- provide 4 project status reports from previous projects within the last ten (10) years that have been completed with details and photos showing before and after completion.
- provide progress report examples from 4 previous projects submitted for Federal Aviation Administration (FAA) grants.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge represented in the required designs, plans and reports in this Section.

Molzen-Corbin

The Evaluation Committee awarded Molzen-Corbin 405.3 points based on the Offeror's response. Offeror provided multiple examples of previous airport projects they have completed to include runway rehabilitation projects, taxiway reconstruction projects, and Aircraft Recovery and Fire Fighting station projects. These projects are similar to the scope of work indicated in this RFP. However, one example provided was not a similar scope of work as requested. All projects were within the last ten years and were all within the State of New Mexico. The Offeror did include previous projects completed at the Santa Fe Regional Airport which ultimately proves they are familiar with the location and the Santa Fe Regional Airport. The Offeror provided before and after photos of work that was completed on these projects as well as example reports.



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

Section IV.C.1 Business Specifications (Pass/Fail)

	<u>Molzen-Corbin</u>
<u>Pass/Fail</u>	Pass

Specifications: Financial Stability

Offeror must:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

Evaluation Factors:

Pass/Fail only. No points assigned.

Molzen-Corbin

Offeror provided requested documentation resulting in a "Pass" for this section.

Section IV.C.2 Business Specifications (Pass/Fail)

	<u>Molzen-Corbin</u>
<u>Pass/Fail</u>	Pass

Specifications: Letter of Transmittal Form



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Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Offeror must:

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX C, and to return a signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points assigned.

Molzen-Corbin

Offeror provided requested documentation resulting in a "Pass" for this section.

Section IV.C.3 Business Specifications (Pass/Fail)

	<u>Molzen-Corbin</u>
<u>Pass/Fail</u>	Pass

Specifications: Campaign Contribution Disclosure Form

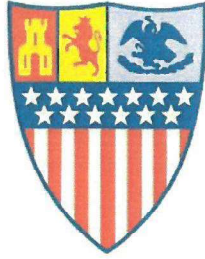
Offeror must:

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

Evaluation Factors:

Pass/Fail only. No points assigned.

Molzen-Corbin



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Carol Romero-Wirth, District 2

Lee Garcia, District 3

Chris Rivera, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Offeror provided requested documentation resulting in a "Pass" for this section.

Section IV.C.4 Business Specifications (Pass/Fail)

	<u>Molzen-Corbin</u>
<u>Pass/Fail</u>	Pass

Specifications: Local Preference

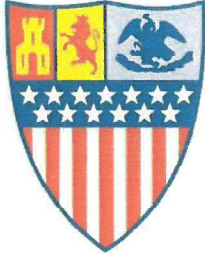
Offeror must:

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

1. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

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

The maximum available local preference shall be 6%.



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Councilors:

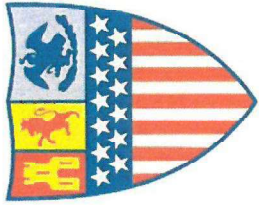
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Evaluation Factors:

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

Molzen-Corbin

Offeror did not provide a resident business certificate resulting in zero (0) points in this section.



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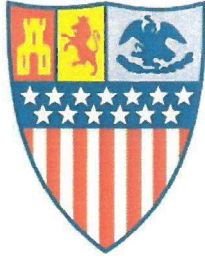
Councilors:

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Chris Rivera, District 3
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Architect and
Engineering Services for
the Santa Fe Regional
Airport RFP # 23/33/P

Evaluation Summary

Evaluation Factors <i>(Correspond to section IV.B and IV.C)</i>	Molzen-Corbin
B. Technical Specifications	
B. 1. Organizational Experience	300
B. 1.c NM A&E License	Pass
B. 2. Organizational References	133
B. 3. Mandatory Specification	405.33
C. Business Specifications	
C.1. Financial Stability	Pass
C.2. Letter Of Transmittal	Pass
C.3. Campaign Contribution Disclosure Form	Pass
TOTAL POINTS AWARDED	838.33
C.4. City of Santa Fe Local Preference per section IV.C.4	0
C.4. City of Santa Fe Local Preference using Local Subcontractors Section IV C.4	0



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Carol Romero-Wirth, District 2

Lee Garcia, District 3

Chris Rivera, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposal submitted, as detailed above, the committee respectfully recommends awarding a contract to perform the scope of work as outlined in the Architect and Engineering Services for the Santa Fe Regional Airport RFP # 23/33/P to the one (1) proposal received, Molzen-Corbin; subject to agreement between the City of Santa Fe, Santa Fe Regional Airport and the selected Offeror. Awarding the contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe.



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Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Committee Signature Approval

[Signature]
Daniel Maki
Evaluation Committee Member

3-24-23
Date

[Signature]
Kelly Bynon
Evaluation Committee Member

3-24-23
Date

[Signature]
James Garduño
Evaluation Committee Member

3-24-23
Date

[Signature]
James Harris
Procurement Manager

3/24/23
Date

Chief Procurement Officer Signature Approval

Travis Dutton-Leyda
Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe

Mar 29, 2023
Date



City of Santa Fe, New Mexico

Memorandum



DATE: May 15, 2023

TO: Public Works and Governing Body

VIA: Layla Archuleta-Maestas, Deputy City Manager
James Harris, Airport Manager
Travis Dutton-Leyda, Purchasing Officer

FROM: James Garduno, Airport Project Administrator

ACTIONS:

Request approval of RFP 23/33/P with Molzen Corbin for Architect and Engineering Services for the Santa Fe Regional Airport not to exceed \$5,000,000.; James Harris, Airport Manager, jcharris@santafenm.gov (505) 955-2901, James Garduno, Project Administrator, 505-670-3232, jdgarduno@santafenm.gov

BACKGROUND AND SUMMARY:

The City of Santa Fe as owner of a public use airport facility is solicited qualification-based sealed proposals for selecting an on-call principal consultant to provide Architect and Engineering Services and Incidental, Planning, and Special Services at the Santa Fe Regional Airport.

The Santa Fe Airport was built in 1941 and over the years has slowly expanded. The need for an upgrade of the current terminal as well as more airport office space and airline gates are past due. As the need for travel continues and the SF Airport gets busier, accommodations such as more parking, multiple airlines capacity, larger baggage claim areas, new rental car spaces as well as more passenger waiting areas is greatly needed.

PROCUREMENT METHOD:

Request For Proposal (RFP 23/33/P), dated December 21, 2022

PROJECT SCHEDULE:

This contract will expire 4 years from the date of signature.

CONTRACT NUMBER:

The Munis contract number is 3204030.

FUNDING SOURCE:

Various funding sources and grants.

ATTACHMENTS:

Contract
Proposal
Evaluation Committee
Certificate of Insurance
Business License
Summary of Contracts
Procurement Checklist



MOLZ&AS-01

EHUGHES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

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 Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	CONTACT NAME: Eloise Hughes	
	PHONE (A/C, No, Ext): (505) 822-8114 FAX (A/C, No): (505) 822-0341	
	E-MAIL ADDRESS: ehughes@cressinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Donegal Insurance Company	13692
	INSURER B : NM Premier Insurance Co	13675
	INSURER C : AXA Insurance Company	33022
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Molzen-Corbin & Associates Inc
2701 Miles Road SE
Albuquerque, NM 87106

COVERAGES

CERTIFICATE NUMBER:

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"/> PROJECT <input type="checkbox"/> LOC OTHER:			BSD9257861	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA9257861	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CXL9257861	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	64411.115	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Liab			DPR5007227	12/31/2022	12/31/2023	Aggregate 2,000,000
C	Professional Liab			DPR5007227	12/31/2022	12/31/2023	Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: On Call Engineering Services.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

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



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

BUSINESS REGISTRATION

Business Name: MOLZEN-CORBIN & ASSOCIATES
DBA: MOLZEN-CORBIN &
ASSOCIATES

Business Location: 2701 MILES RD SE
ALBUQUERQUE, NM 87106

Owner: ADELMO ARCHULETA

License Number: 124628

Issued Date: November 08, 2022

Expiration Date: November 08, 2023

CRS Number: 01305771005

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$45.00

MOLZEN-CORBIN & ASSOCIATES
2701 MILES RD SE
ALBUQUERQUE, NM 87106

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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204030

Contractor: Molzen Corbin

Description: RFP for Architect & Engineering Services for the Santa Fe Regional Airport

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: TBD Term End Date:

☐ Approved by Council Date:

Contract / Lease: Architect & Engineering Services

Amendment # to the Original Contract / Lease #

Increase/(Decrease) Amount \$

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for:

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

3. **Procurement History:** RFP 23/33/P

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** Various **Org / Object:**

Budget Officer Approval: Date:

Comment & Exceptions:

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

Email: jdgarduno@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Molzen Corbin

Procurement Title: RFP 23/33/P A&E

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

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

Department Requesting Santa Fe Regional Airport Staff Name James Garduno

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

<u>James Garduno</u>	<u>Project Administrator</u>	<u>5/15/2023</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
<u>Travis Dutton-Leyda</u>	<u>Purchasing Office</u>	
Purchasing Officer (attesting that all information is reviewed)	Title	Date
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
ITT Representative (attesting that all information is reviewed)	Title	Date

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

23-0293 Molzien Corbin

Final Audit Report

2023-05-31

Created:	2023-05-26
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAD9Ejr1hQnLLXHD5ZRLQsX8amHnEXEDGr

"23-0293 Molzien Corbin" History

 Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)

2023-05-26 - 6:11:19 PM GMT- IP address: 63.232.20.2

 Document emailed to ekoster@santafenm.gov for signature

2023-05-26 - 6:13:14 PM GMT

 Email viewed by ekoster@santafenm.gov


2023-05-30 - 5:09:35 AM GMT- IP address: 104.47.64.254

 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster

2023-05-30 - 5:13:54 AM GMT- IP address: 69.254.154.77

 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)

Signature Date: 2023-05-30 - 5:13:56 AM GMT - Time Source: server- IP address: 69.254.154.77

 Document emailed to Alan Webber (amwebber@santafenm.gov) for signature


2023-05-30 - 5:14:02 AM GMT

 Email viewed by Alan Webber (amwebber@santafenm.gov)

2023-05-30 - 5:57:17 AM GMT- IP address: 172.225.199.17

 Document e-signed by Alan Webber (amwebber@santafenm.gov)

Signature Date: 2023-05-30 - 12:31:30 PM GMT - Time Source: server- IP address: 98.230.203.228

 Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature

2023-05-30 - 12:31:37 PM GMT

 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2023-05-31 - 8:33:50 PM GMT- IP address: 104.47.65.254

 Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-05-31 - 8:33:57 PM GMT - Time Source: server- IP address: 63.232.20.2



Powered by
Adobe
Acrobat Sign

✔ Agreement completed.

2023-05-31 - 8:33:57 PM GMT