

**CITY OF SANTA FE
AMENDMENT No. 1 TO
TRUCK DETAILING AGREEMENT
ITEM #22-0269**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE TRUCK DETAILING AGREEMENT, dated June 13, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Mobile Clean Car Wash LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the manpower, and required supplies to provide Truck Detailing for a fleet of forty-nine (49) garbage trucks and eighteen (18) small vehicles as described in Exhibit "A" of the original contract.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows: The City and the Contractor has mutual agreed to renew the contract for one additional one-year term.

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of three hundred twelve thousand four hundred eighty dollars (\$312,480) excluding New Mexico Gross Receipt Tax, so that Article 3, paragraph A reads in its entirety as follows: The City shall pay the Contractor based upon fixed price for each Deliverable item as listed here, and described in Exhibit "A" attached and incorporated herein.

<u>Deliverable Items:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Full Detail on Large Waste & Recycling Collection Vehicles	Each	\$180.00
02 Full Detail on Small Vehicles	Each	\$160.00

The total compensation under this Agreement shall not exceed four hundred six-eight thousand seven hundred twenty dollars (\$468,720) excluding New Mexico gross receipt tax.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall be effective when signed by the City and shall terminate on June 30, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

AM

ALAN M. WEBBER MAYOR

DATE: Jun 3, 2023

CONTRACTOR:

Mobile Clean Car Wash LLC

[Signature]

NAME

OWNER

TITLE

DATE:

CRS# 03-387979-006

Registration # 144493

ATTEST:

Kristine Bustos

KRISTINE BUSTOS MIHELICIC, CITY CLERK

GB MTG 05/31/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 26, 2023 15:39 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Jun 3, 2023 08:58 MDT)

EMILY OSTER, FINANCE DIRECTOR

5100331 (Admin/Operations), 5100332 (Commercial Collections), 5100334 (Recycling Collections), and 5100335 (Residential Collections), Object 510310 (Service Contracts) *Att*

Org. Name/Org.# Att



City of Santa Fe, New Mexico

Memorandum



DATE: May 30, 2023

TO: Governing Body
Finance Committee
Public Works & Public Utilities

VIA: John Dupuis, Public Utilities Department Director 
Shirlene E. Sitton, Environmental Services Division Director 

FROM: Lawrence Garcia, Environmental Services Fleet Manager 

ITEM AND ISSUE:

Request for the Approval of Amendment #1 for Auto Detailing of Environmental Services Fleet, with Mobile Clean Car Wash LLC in the total additional amount of one hundred fifty-six thousand two hundred forty dollars (\$156,240), two year Contract total of \$312,480; Lawrence Garcia imgarcia@santafenm.gov, (505) 955-2241

BACKGROUND AND SUMMARY:

On June 13, 2022, the City of Santa Fe approved for Environmental Services Division (ESD) to enter a Contract with Mobile Clean Car Wash LLC, Munis Contract #3203373, Item 22-0269, for Auto Detailing of ESD Fleet. This contract was a one-year contract with three one-year extensions based on mutual agreement by both parties.

ESD is striving to create a positive image for both ESD and the City of Santa Fe. One of the key elements to achieving this goal is to assure our collection trucks are clean and have a professional appearance as we service our customers throughout the City of Santa Fe.

Mobile Clean Car Wash has provided exceptional service and is interested in providing the services for one additional year at the same rate.

PROCUREMENT METHOD:

The procurement method was an invitation to bid 22/32/B, which was advertised on both the Albuquerque Journal, the Santa Fe New Mexican, and the City of Santa Fe Procurement Library.

CONTRACT NUMBER:

Munis contract number is 3203373, Item number 22-0269

FUNDING SOURCE:

Fund Name/Number: Environmental Services Fund/Fund 510

Munis Org Name/Number: Admin/Operations/ 5100331, Commercial Collections/ 5100332, Recycling Collections/ 5100334, and Residential Collections/ 5100335.

Munis Object Name/Number: Service Contracts / 510310

ACTION REQUESTED:

Environmental Services Division respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Mobile Clean Car Wash LLC

Procurement Title: Truck Detailing

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Public Utilities Staff Name Lawrence Garcia

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Lawrence Garcia ESD Fleet Manager 4/24/2023

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

Contracts Supervisor May 5, 2023

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

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

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



City of Santa Fe

Summary of Contracts, Agreements, Amendments & Leases

All fields to be completed by department:

1. Munis Contract: 3203373 Procurement # (RFP/ITB If any): 22/32/B

Contractor: Mobile Clean Car Wash LLC

Description: Contractor provides Auto Detailing for the Environmental Services Division

Contract Agreement Lease / Rent Amendment

Term Start Date: July 1, 2022 Term End Date: June 30, 2023

Approved by Council

Date: June 13, 2022

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 3203373/22-0269

Increase/(Decrease) Amount \$ 156,240.00

Extend Termination Date to: June 30, 2024

Approved by Council

Date: To Be Determined

Amendment is for: Increase General Service Contract for one additional year.

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

The City of Santa Fe approved to enter into a contract with Moble Clean Car Wash for the truck detailing of the Environmental Service collection vehicles and service vehicles. The original contract was for one year, Amendment 1 was to change the bid opening date, Amendment 2 upon mutual agreement and quality of services this contract may be extended for three additional one year terms, not to exceed four years. Amendment 2 will increase the contract for the second year at the same cost.

3. Procurement History: Second year of a possible four year contract

Signature

Purchasing Officer Review:

May 5, 2023

Date:

Comment & Exceptions: amending original contract procured via ITB in FY22

4. Funding Source: Fund 510 ESD Enterprise Fund

Org / Object: 5100331,5100332,5100334,5100335/510310

Signature

Andy Hopkins (May 4, 2023 12:29 MDT)

Budget Officer Approval:

May 4, 2023

Date:

Comment & Exceptions:

Staff Contact who completed this form: Lawrence Garcia Phone # 505-955-2241

Email: lmgarcia@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2023

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.

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.

Table with PRODUCER and INSURED sections. PRODUCER: El Valle Insurance Agency Inc. INSURED: Mobile Clean Car Wash LLC. Includes contact info for Annette Chacon and insurer Colony Ins. Co.

COVERAGES CERTIFICATE NUMBER: 00002663-259631 REVISION NUMBER: 6

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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, and Garagekeepers Liabil.

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

Garage & Dealers Package
Car Wash/Auto Detail

Certificate Holder is also endorsed to the policy as an Additional Insured

CERTIFICATE HOLDER: City of Santa Fe. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



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

BUSINESS REGISTRATION

Business Name: MOBILE CLEAN CAR WASH
DBA: MOBILE CLEAN CAR WASH

Business Location: 3197 JEMEZ RD
SANTA FE , NM 87507

Owner: MOBILE CLEAN CAR WASH

License Number: 144493

Issued Date: April 11, 2023

Expiration Date: April 11, 2024

CRS Number: 03387979006

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

MOBILE CLEAN CAR WASH
3197 JEMEZ RD 2
SANTA FE , NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe
Environmental Services Division
1142 Siler Road
Santa Fe, NM 87507
Attn: Lawrence Garcia

Dear Mr. Garcia

Mobile Clean Car Wash currently has a General Service Contract with the City of Santa Fe, Contract #22-0269.

Per Section (5) (Terms)

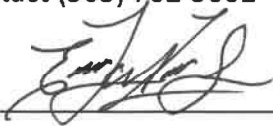
“The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.”

Mobile Clean Carwash is interested in extending Contract 22-0269 for one additional year with the same Term and conditions. Mobile Clean Carwash will hold the pricing at the same rate.

Please see required information below:

- City of Santa Fe Vendor Number 6143
- Contract Item Number 22-0269
- City of Santa Fe Business License 144493
- Insurance G/L #GP8556380 EXP 9/22/2023
- CRS Number 03387979006

Mobile Clean Car Wash
Elder Sanchez
Owner and Authorized Representative
Contact (505) 702-3061



Authorized Representative

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Truck Detailing

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Mobile Clean Car Wash LLC**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Mobile Clean Car Wash LLC**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor will provide the following services:

The Contractor will provide, manpower, and required supplies to provide Truck Detailing for a fleet of forty-nine (49) total garbage trucks and eighteen (18) small vehicles as described in Exhibit "A" attached hereto and incorporated herein. Trucks to be detailed include: Automated Side loaders, Front loaders, Top Loading recycling, Rear loaders, and Roll Off collection vehicles, and small service vehicles. Detailing will be completed based on a schedule, as designate by Maintenance Manager. All trucks will be detailed one time (1) per month with the exception of the eighteen (18) Front load collection vehicles which are included in the total that will be detailed twice per (2) month and small vehicle which will be detailed quarterly.

Detailing includes:

Full Detail on large waste & recycling collection vehicles:

Exterior Wash, including hand scrubbing, rinse and hand dry, polish including rubbing compound, waxing the cab and body canopies, and final buffing. Interior air compressor dust removal vacuum interior, wash/wipe interior, including all windows inside and out.

Full Detail on small vehicles.

Hand wash exterior, rinse and hand wipe dry, rubbing compound, waxing, and buffing. Tire detail including hand wipe, and polish. Interior including air compressor dust removal, vacuum interior, wash/wipe interior components including all windows inside and out. Shampoo seats and carpet.

The detailing of the large collection vehicles will be completed within the Environmental Services Division truck wash bay located at 1142 Siler Road within Santa Fe County, Santa Fe, NM 87507. The Contractor will be responsible to maintain the truck wash bay clean and orderly, and report any damage to the facility and equipment.

The large waste and recycling collection vehicles will be completed on Saturdays, and selected weekdays during normal business hours between 9:00 am to 3:00 pm, or when collection vehicles are available.

Service vehicles, full detail on small vehicle will be detailed up to four times (4) per year at the Contractor's business location, the location must be within ten miles of the City yard located at 1142 Siler Rd. Santa Fe, NM 87507. These small vehicles will be scheduled prior to the service during business hours, Monday through Friday 8:00 am to 5:00 pm.

3. Compensation

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

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Full Detail on Large Waste & Recycling Collection Vehicles	Each	\$180.00
02 Full Detail on Small Vehicles	Each	\$160.00

The total compensation under this Agreement shall not exceed one hundred fifty six thousand two hundred forty dollars (\$156,240) excluding New Mexico gross receipts tax.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the

contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

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

B. **Notice: City Opportunity to Cure.**

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

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

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

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

8. Amendment

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

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

9. Status of Contractor

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

10. Assignment

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

11. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve

the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor 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.

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

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

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

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

22. **Scope of Agreement: Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the

City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

A. **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.

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

34. Impracticality of Performance

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

35. Invalid Term or Condition

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

36. Enforcement of Agreement

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

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

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

B. If any product or service becomes, or in the Contractor's opinion is likely to

become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - 2) replace or modify the product or service so that it becomes non-infringing;
- or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

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

39. Disclosure Regarding Responsibility

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

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

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

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

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

F. The disclosure requirement provided is a material representation of fact upon which

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

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

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

41. **Notification**

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

To the City:

Lawrence Garcia
1142 Siler Road
Santa Fe, NM 87507
(505) 955-2241
lm.garcia@santafenm.gov

To the Contractor:

Elder Sanchez
3197 Jemez Road #2
Santa Fe, New Mexico 87507
mobilecleancw@gmail.com

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

42. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:

Mobile Clean Car Wash LLC.

John Blair

John Blair (Jun 13, 2022 09:38 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Jun 13, 2022



NAME

owner
TITLE

DATE: 5-20-22
CRS# 03-387979-006

Registration # 144493

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 19, 2022 14:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero

Alexis Lotero (Jun 13, 2022 09:37 MDT)

ALEXIS LOTERO INTERIM FINANCE DIRECTOR

Org 5100331 (Admin/Operations) AH
5100332 (Commercial Collections) AH
5100334 (Recycling Collections)
5100335 (Residential Collections)

Object 510310 (Service Contracts)

Price Schedule: EXHIBIT "A"

Item	Approx. QTY	Unit	Article and Description	Unit Price
1.	49	Each	Full Detail on large waste & recycling collection vehicles:	\$ 180.00
2.	18	Each	Full Detail on small vehicles.	\$ 160.00

Signature: *Lawrence Garcia*

Email: imgarcia@santafenm.gov

Signature: *Shirlene Sitton*
Shirlene Sitton (May 3, 2023 08:33 MDT)

Email: sesitton@santafenm.gov

Signature: 
John Dupuis (May 3, 2023 09:29 MDT)

Email: jedupuis@santafenm.gov












23-0341 Mobile Clean Carwash

Final Audit Report

2023-06-06

Created:	2023-06-01
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAGokWJHPTt3JaYwjDxSRplgPxd2Esor-E

"23-0341 Mobile Clean Carwash" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-06-01 - 8:15:52 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-06-01 - 8:17:40 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-06-03 - 2:54:40 PM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-06-03 - 2:58:08 PM GMT- IP address: 69.254.154.77
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-06-03 - 2:58:10 PM GMT - Time Source: server- IP address: 69.254.154.77
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2023-06-03 - 2:58:13 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2023-06-03 - 3:00:17 PM GMT- IP address: 98.103.31.34
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2023-06-03 - 3:00:29 PM GMT - Time Source: server- IP address: 98.103.31.34
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2023-06-03 - 3:00:32 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2023-06-06 - 7:30:27 AM GMT- IP address: 73.98.12.205
-  Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
Signature Date: 2023-06-06 - 7:30:52 AM GMT - Time Source: server- IP address: 73.98.12.205



✔ Agreement completed.

2023-06-06 - 7:30:52 AM GMT



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