



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** April 19, 2024

**TO:** John Blair, City Manager John Blair Jun 6, 2024  
John Blair (Jun 6, 2024 14:52 MDT)

*[Handwritten signature]*

**VIA:** Regina Wheeler, Public Works Director  
Melissa McDonald, Parks and Open Space Division Director *MM*

**FROM:** Scott Overlie, Parks and Open Space Project Administrator SAO  
SAO

### **ACTION:**

Request for Approval of a Construction Services Contract with Hansen & Prezzano Builders, LLC for the Installation of Playground Equipment at Pueblos del Sol Park in an Amount not to exceed \$133,739 inclusive of New Mexico Gross Receipts Tax.

### **BACKGROUND AND SUMMARY:**

The existing playground equipment at Pueblos del Sol Park is antiquated and is need of replacement. Parts of the playground have already been removed due to safety concerns and the remainder on site will be demolished soon. New equipment has already been purchased and is ready for installation. Hansen & Prezzano Builders, LLC is a New Mexico contractor certified for playground installations. Funding was approved as part of the FY24 approved budget.

### **PROCUREMENT METHOD:**

CES: #2023-16-C115-ALL

Expiration: 05/23/2027

Vendor: Hansen & Prezzano Builders, LLC

### **FUNDING SOURCE:**

**Project Ledger:** PRK243550E

**Fund Name/Number:** PARKSTRLS 355

**Munis Org Name/Number:** PrksTrails 3559980

**Munis Object Name/Number:** WIP Const 572970

### **ATTACHMENTS:**

Contract

Proposal(s)

CES

Certificate of Insurance

Business License

Letter of Determination

Horizons Letter of Declination

Summary of Contracts

Procurement Checklist

CITY OF SANTA FE  
CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Hansen & Prezzano Builders, LLC**, 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

**WHEREAS**, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

A. The Contractor shall perform the following work:

Installation of two (2) Gametime Playground structures and 300 cubic yards of safety surfacing as set forth on Exhibit A hereto.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Pueblos del Sol New Playground Equipment Installation

C. City Department: Parks and Open Space Division

**2. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed \$123,894.58 excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

|                              |              |
|------------------------------|--------------|
| Base Bid                     | \$123,894.58 |
| Gross Receipts Tax (8.3125%) | \$9,848.42   |
| <i>Base Bid plus NMGR</i>    | \$133,739.00 |

**The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed \$133,739.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-128-5(B).

### 3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **one year from date of final signature**. The City reserves the right to

renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

#### **4. Termination**

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- 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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.
- C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

#### **5. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

#### **6. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing construction 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 Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Construction Contract Performance and Payment Bond**

- A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:
- (1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and
  - (2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.
- B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

**8. Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. Release**

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

**11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become

the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

### **14. Amendment**

- A. This Contract 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

### **15. Change Orders**

- A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:
  - 1) Deliverable requirements, as outlined in the Scope of Work;
  - 2) Due date of any Deliverable, as outlined in the Scope of Work;
  - 3) Compensation of any Deliverable, as outlined in the Scope of Work;
  - 4) Contract compensation, as outlined in Article 2; or
  - 5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
  - (a) the name of the person requesting the change;
  - (b) a summary of the required change;
  - (c) the start date for the change;
  - (d) the reason and necessity for change;
  - (e) the elements to be altered; and
  - (f) the impact of the change.
2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

#### **16. Merger**

This Contract 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 contract.

This Contract is issued against the Cooperative Educational Services Master Agreement #2023-16-C115 ALL, established and maintained by Cooperative Educational Services, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

#### **17. Penalties for violation of law**

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

#### **18. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

#### **19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

## **20. 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 Contract may be terminated by the City.

## **21. Other Insurance**

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

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

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

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract 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 Contract, 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 Contract. 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 Contract 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 Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

#### **25. Invalid Term or Condition**

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

#### **26. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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 Contract 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:

Melissa A. McDonald, Parks and Open Space Division Director  
PO Box 909  
Santa Fe, NM 87504-0909  
mamcdonald@santafenm.gov

To the Contractor:

Keith Kline  
Hansen & Prezzano Builders, LLC.  
PO Box 359  
Peralta, NM 87402  
kkline0@icloud.com

#### **28. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract 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. Progress Payments**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

### **30. Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

### **31. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

### **32. General and Special Provisions**

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New



Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit

bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

CONTRACTOR:

**Hansen & Prezzano Builders, LLC**

John Blair

John Blair (Jun 6, 2024 14:52 MDT)

JOHN BLAIR, CITY MANAGER

Harold Prezzano

Harold Prezzano, Managing Member

DATE: Jun 6, 2024

DATE: May 8, 2024

CRS#: \_\_\_\_\_

Registration #: \_\_\_\_\_

ATTEST:

GERALYN F. CARDENAS

GERALYN F. CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 8, 2024 14:35 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

# Exhibit 'A'

## **Hansen & Prezzano** building fun since 1987

phone 505.865.3900

email hansprezz@gmail.com

website hpfunbuilders.com

April 30, 2024

City Of Santa Fe Parks Division

Attention: Scott Overlie

Re: Installation of 2 composite play structures & safety surfacing at Pueblos del Sol

CES # 2023-16-C115 ALL

Scott,

Here is the quote requested for the installation of the two GT structures from Altitude quote #103432-01-09 and 300 yards EWF safety surfacing:

|  |              |
|--|--------------|
| Construction fence 448 l.ft. x \$3.00                | \$1,344.00   |
| Equipment rental                                     |              |
| Skid steere 1 month x \$1,450.00                     | \$1,450.00   |
| Snorkel man lift 5 days x \$750.00                   | \$3,750.00   |
| Conex 1 month x \$460.00                             | \$460.00     |
| Dumpster 1 x \$540.00                                | \$540.00     |
| Chemical toilet 5 weeks x \$80.00                    | \$400.00     |
| Concrete 14 cy x \$220.00                            | \$3,080.00   |
| Site work labor 64 man hrs x \$50.00                 | \$3,200.00   |
| Install new play equipment List \$371,448.00 x 25%   | \$92,862.00  |
| Safety surfacing material & install 300 cy x \$40.00 | \$12,000.00  |
| 3 <sup>rd</sup> Party safety audit                   | \$1,200.00   |
| Subtotal of Quotation                                | \$120,286.00 |
| NM Gross Receipts Tax at 8.1875%                     | \$9,848.42   |
| Bond @ 3%  | \$3,608.58   |
| Total of Quotation                                   | \$133,739.00 |

Respectfully submitted,



Keith Kline

Exemptions: Hard rock / frozen ground digging, permanent fencing, drainage, traffic control / barricading, private utility line spot, & damage to path provided by customer for construction access.

Hansen & Prezzano / Builders LLC P O Box 359 Peralta New Mexico 87042



## Contract Award Letter

June 01, 2023

Hansen & Prezzano Builders LLC  
P.O. Box 359  
Peralta, NM 87042

RE: Contract Award for:  
**2023-16-C115-ALL Playground, Recreational, Waterparks, Swimming Pools**

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2023-16 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning May 24, 2023 and expiring May 23, 2027, pursuant to 13-1-150 NMSA.

**It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.**

Sincerely yours,

Cooperative Educational Services

A handwritten signature in blue ink, appearing to read "David Chavez", is positioned above the printed name and title.

David Chavez  
Executive Director, Chief Procurement Officer  
Office: 505.344.5470



## ACCEPTANCE OF PROPOSAL AND OFFER AND CONTRACT AWARD

RFP NUMBER: 2023-16

RFP DESCRIPTION: Playground, Recreational, Waterparks, Swimming Pools

CONTRACT NUMBER: 2023-16-C115-ALL

### CONTRACT

This contract award is being made by Cooperative Educational Services (“CES”), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 24th day of May 2023, to Hansen & Prezzano Builders LLC, with its principal office located at P.O. Box 359, Peralta, NM 87042, pursuant to the above referenced CES conducted Request for Proposal (“RFP”) or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

### RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services (“Products, Services and/or Construction Services”) pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signators to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (“Contract Holder”) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, ( 13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

### CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date May 24, 2023 through May 23, 2027. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with



Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

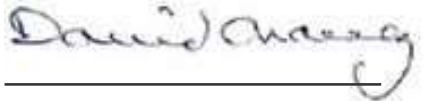
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services

A handwritten signature in dark ink, appearing to read "David Chang", written over a horizontal line.

Electronically Signed on 06/01/2023

Executive Director

Date: 06/01/2023

Hansen & Prezzano Builders LLC

**Harold Prezzano**

Electronically Signed on 06/01/2023

Managing member

## GENERAL SCOPE OF WORK AND SPECIFICATIONS

### Category 1, Lot 1: Design, Installation, Maintenance, Replacement Parts, Removal, and Site Preparation (Turnkey)

#### **PART I INTRODUCTION**

##### **A. GENERAL**

The purpose of this Request for Proposal is to solicit sealed proposals to establish, through competitive public solicitation and negotiation, a multi-year cooperative contract, or contracts, between Cooperative Educational Services and the successful Offeror(s).

CES on behalf of its Members and Participating Entities is seeking highly qualified, experienced vendors/contractors who have a proven track record in assessing, developing, designing, engineering, constructing, implementing, operating, maintaining, providing products / parts, and integrating a variety of current, state-of the art, sound and proven solutions in the areas listed in this Request for Proposal. The solutions/systems/projects offered must be developed, designed, engineered, and constructed and configured to meet the individual CES Member's/Participating Entity's needs and requirements and be the most efficient and cost effective to generate the greatest amount of return on their investment.

##### **B. NOTICE**

If practicable, CES intends to make multiple awards for sufficient coverage statewide. Price agreements' term, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-150.

#### **PART II SCOPE OF WORK AND SPECIFICATIONS**

##### **SCOPE OF WORK**

Cooperative Educational Services (CES) is requesting proposals from qualified Offerors who possess the background, experience ability and resources to provide *Playground, Recreational, Water Park, and Swimming Pools* assessment, engineering, design, development, installation, maintenance, equipment, products, and services. CES seeks high quality, durable, and competitively priced equipment that is manufactured and installed per ADA requirements; consumer product safety standards for playground equipment and surfacing; New Building Codes; federal, state, and local requirements and regulations; and CES Members' expectations.

CES has structured this Request for Proposal in the following manner:

##### **Category 1: Playground, Recreational and Water Park Equipment**

**Lot 1:** Design, Installation, Maintenance, Replacement Parts, Removal and Site Preparation (Turnkey solution)

##### **Scope of Work and Specifications**

The standards and specifications provided below are intended to establish minimum requirements for the Offeror and provide a general overview of the quality and type of products and services being requested. Always use the latest up to date versions of a standard or specification.

##### **1. Type of Equipment:**

**A. Playground Equipment** - A complete and comprehensive catalog of all park and

playground equipment (for all ages) including, but not limited to, complete systems, stand-alone activities, system components, replacement parts and related accessories available from the Offeror.

- B. **Water Park Equipment** - A complete and comprehensive catalog of all park and playground equipment (for all ages) including, but not limited to, interactive water features, slide activity centers, urban water features, accessories and custom solutions, water management systems, aquatic fitness equipment, shade sails, fountains, pool equipment, complete systems, stand-alone activities, replacement parts and related accessories available from the Offeror.
  - C. **Skate Park Equipment** - A complete and comprehensive catalog for all types of concrete and modular equipment replacement parts and related accessories available from the Offeror.
  - D. **Surfacing Materials** - A complete and comprehensive catalog of all park and playground surfacing materials available from the Supplier to include but not limited to engineered wood fiber, poured in place rubber surfacing, recycled rubber tile surfacing, recycled bonded rubber surfacing, and recycled shredded rubber surfacing available from the Offeror.
  - E. **Site Furnishings** - A complete and comprehensive catalog of all site furnishings such as, but not limited to, benches, picnic tables, planters and other related site furnishings available from the Offeror.
  - F. **Services** - The complete range of services available from the Supplier such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, and any other related services to provide customer support.
  - G. **Related Products** – Additional product lines including, but not limited to, shade structures, water parks, skate park, etc.
2. General Requirements
- A. All equipment will conform to the most recent Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM) and International Play Equipment Manufacturers Association (IPEMA) warranty and standards specifications.
  - B. All equipment will comply with the American Disabilities Act (ADA) regulations.
  - C. Assisting CES members in assessing, evaluating, and determining the safety and operational status of the various types of equipment, structures and fixtures found within educational playgrounds and recreational facilities. Providing member with a complete and comprehensive report identifying areas of concern and equipment needing maintenance, repair and/or replacement.
  - D. Assisting CES members in developing a short-term action plan to remediate, resolve and/or remove any unsafe conditions and establish a long-term maintenance program for maintaining CES member's facilities in good working conditions.
  - E. Upon request, assist the CES member and its design professional in design new playgrounds, water parks and recreational facilities for new schools and public facilities.
  - F. Provide CES members with necessary construction services for demolition, site preparation and installation of all equipment offered under this RFP.
  - G. Provide CES members with the necessary training and support services to allow their staff to conduct safety inspections, to perform maintenance according to manufactures instructions, and install equipment, structures, and fixtures according to manufactures specifications.
  - H. Upon request, provide the labor, equipment, supplies and materials to inspect existing facilities and make any maintenance and repairs required to bring the facility into good working order.
  - I. Provide a variety of manufacturers' playground, water park and recreational equipment, structures, and fixtures to meet the needs of CES members. Such products may include but is not limited to playground equipment; play structures; surfacing under playgrounds

and equipment; water related play areas (splash pads, water cannons, rain trees, water buggy, etc.); sunshade structures, park tables, chairs, benches, litter receptacle, planters, etc., other recreational structures and fixtures (bike racks, tennis court equipment, outdoor nets, standards, backstops, etc.).

- J. All material shall be guaranteed to the extent that:
  - 1). Installed in accordance and the manufacturer's specifications.
  - 2). Will perform as specified per the manufacturer's specifications.
- 3. New Mexico Contractor Requirements (Not required for equipment only Category):
  - A. GF-5 for recreation areas to construct, prepare, clear, repair or alter facilities for use as recreation areas, including, but not limited to, golf courses, tennis courts, playgrounds, outdoor athletic facilities, miniature golf courses, pitch-and-putt golf courses. May prepare the area by excavation, fill, including foundations, retaining walls, sprinkler systems, rest benches, shade, and rain shelters.
  - B. GB-98. Contract as the prime contractor of a project that involves work authorized by the GB-98 license classification, regardless of the percentage of work in the mechanical, plumbing, or electrical trades other classifications. The work outside the scope of the prime contractor's license classification(s) must be subcontracted to an entity validly licensed in the appropriate classification(s).
  - C. GS-25. Swimming pools (non-mechanical/electrical). Requires two years' experience. Construct and repair swimming pools including excavation, installation of reinforcing steel or mesh, application of concrete and special coatings. May not perform any trade or craft which is authorized by any mechanical, electrical or LP Gas classification.
  - D. A contractor with this GS-29 classification is not authorized to bid and contract as the prime contractor an entire project if the installation of playground equipment is merely a part of a larger project. For such projects, the contractor must have the GF-5 or GB-98 classification to be the prime contractor. The GS-29 "installation of playground equipment" contractor must be a sub- contractor to either the GF-5 or GB-98 prime contractor in such cases.
  - E. Any subcontractor doing work that is considered construction will need to have the appropriate contractor license as issued by New Mexico Construction Industries. Any subcontractor doing work that is considered construction and the subcontract is over \$125,000 will need to be bonded to the prime contractor per "NMSA 1978 13-1-148.1. Bonding of subcontractors." If the installation of materials is not considered construction, then the installers does not need a contractor license.
  - F. Any project that is considered construction, the contractor is responsible for applying for all permits and inspections to comply with state and local building codes.
  - G. Provide performance and payments for all projects over \$25,000 as required by 13-4-18 NMSA 1978. For projects under \$25,000 a CES Member or Participation Entity may impose in its sole discretion performance and payments bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member or Participating Entity. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the performance and payment bonds must be provided to CES within five business days of the Contractor's receipt of the CES purchase order.
  - H. Any project that is considered construction will require a building permit.
  - I. All projects over \$60,000 dollars the contractor will be required to:
    - 1). Pay New Mexico state wage rates as required by Public Works Minimum Wage Act 13-4-10 to 13-4-17 NMSA 1978.
    - 2). Adhere to all the requirements of the Subcontractors Fair Practices Act 13-4-31 to 13-4-42 NMSA.
    - 3). To have a valid contractor license as required by the Construction Industries Licensing Act 60-13-1 to 60-13-59 NMSA 1978 and NMAC 14.6.3 - Contractor's

License Requirements.

- 4). and keep it current during the term of the contract.
- 5). The Contractor is responsible to ensure that all Subcontractors have current contract licenses as required by Construction Industries Licensing Act 60-13-1 to 60-13-59 NMSA 1978 and NMAC 14.6.3 - Contractor's License Requirements.
- J. During the term of the contract the Contractor and any Subcontractor will need to have a current New Mexico Contractor Public Works Registration as defined in Public Works Minimum Wage Act 13-4-13.1 NMSA 1978.
- K. Any provision of federal, state and/or local rules, regulations and codes governing that are required for this RFP will be read as if they were in this document, whether they are physically included.
4. The Offeror must conform to the following Building Codes, State of New Mexico Statutes and New Mexico Administrative Code (NMAC):
  - A. NMAC 6.27.30 - Statewide Adequacy Standards
  - B. NMAC 14.5.1 - General Provisions: "This rule applies to all the administration, interpretation, and enforcement of contracting work performed in New Mexico subject to the jurisdiction of Construction Industries Licensing Act (CILA) and LP GAS Act."
  - C. NMAC 14.5.2 – Permits: "This rule applies to all permitted work performed in New Mexico on or after November 15, 2017, that is subject to the jurisdiction of CID.
  - D. NMAC 14.5.3 – Inspections: "This rule applies to all contracting work performed in New Mexico on or after November 15, 2016, that is subject to the jurisdiction of CID..."
  - E. NMAC 14.5.8 - Investigations and Enforcement
  - F. NMAC 14.5.9 - Code Bond Determinations
  - G. NMAC 14.6.3 - Contractor's License Requirements
  - H. NMAC 14.6.6 - Classifications and Scopes: This rule applies to any person who engages in contracting, as that term is defined in Construction Industries Licensing Act (CILA) Section 60-13- 3 NMSA 1978.NMAC 14.7.2 - 2015 New Mexico Commercial Building Code
  - I. NMAC 14.7.6 - 2009 New Mexico Energy Conservation Code
  - J. NMAC 14.7.7 - 2015 New Mexico Existing Building Code
  - K. NMAC 14.7.8 - 2015 New Mexico Historic Earthen Buildings
  - L. NMAC 14.8.2 - 2015 New Mexico Plumbing Code
  - M. NMAC 14.8.3 - 2012 New Mexico Swimming Pool, Spa and Hot Tub Code
  - N. NMAC 14.9.2 - 2015 New Mexico Mechanical Code
  - O. NMAC 14.9.3 - 1997 Uniform Mechanical Code
  - P. NMAC 14.9.4 - Boilers
  - Q. NMAC 14.9.6 - 2012 New Mexico Solar Energy Code
  - R. NMAC 14.10.4 - 2017 New Mexico Electrical Code
  - S. NMAC 14.10.5 - 2012 New Mexico Electrical Safety Code
  - T. NMAC 14.11.3 - 1997 Uniform Plumbing Code
  - U. NMAC 19.15.40 - New Mexico Liquefied Petroleum Gas Standards
  - V. NFPA 54 - 2018 National Fuel Gas Code
  - W. NFPA 58 - 2017 Liquefied Petroleum Gas Code
  - X. Construction Industries Licensing Act, Sections 60-13-1 through 60-13-59 NMSA 1978
  - Y. Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978
  - Z. Provisions of 13-4-1 to 13-4-9 NMSA 1978
  - AA.Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA 1978
  - BB.Subcontractors Fair Practices Act, Sections 13-4-31 to 13-4-42 NMSA 1978
  - CC. Prompt Payment Act, Sections 57-28-1 to 57-28-11 NMSA 1978
  - DD. Construction Industries Licensing Act, Sections 60-13-1 through 60-13-29 NMSA 1978



EE.New Mexico Public School Facility Authority Adequacy and Construction Standards for K-12 Educational Facilities only.

5. Reference Specifications

- A. F1148 Standard Consumer Safety Performance Specification for Home Playground Equipment
- B. F1292 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment
- C. F1487 Consumer Safety Performance Specification for Playground Equipment for Public Use
- D. F1918 Standard Safety Performance Specification for Soft Contained Play Equipment
- E. F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- F. F2049 Standard Guide for Fences/Barriers for Public, Commercial, and Multi-Family Residential Use Outdoor Play Areas
- G. F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment
- H. F2223 Standard Guide for ASTM Standards on Playground Surfacing
- I. F2373 Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months
- J. F2479 Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In- Place Playground Surfacing
- K. F2334 Standard Guide for Above Ground Public Use Skate Park Facilities
- L. F2480 Standard Guide for In-ground Concrete Skate Park
- M. F2698 Standard Guide for Fences for Above-Ground and In-ground Skate Park Facilities
- N. F2376 Standard Practice for Classification Design Manufacture Construction and Operation of Water Slide Systems F2461 Standard Practice for Manufacture Construction Operation and Maintenance of Aquatic Play Equipment
- O. CPSC - U.S. Consumer Product Safety Commission, Publication 325, Handbook for Public Playground Safety

6. Project Site

- A. The contractor shall hold CES, its Members and Participating Entities harmless from damage from trespassing on property by others.
- B. There shall be no dumping of construction debris or other material on CES Member's or Participating Entity's property.
- C. Any material that requires special handling as dictated by federal or state law shall be removed and disposed by the contractor at the end of the project.
- D. Project site to meet all OSHA requirements.
- E. Provide pedestrian protection and warnings during construction which comply with local, Federal, and OSHA codes.
- F. Prior to erection of any kind, the Contractor shall grade, backfill, and otherwise prepare the job site to ensure safe working conditions.
- G. Any grade or elevation situations which deviate from the approved plans and drawings shall be approved by the CES Member representative and the equipment manufacturer prior to installation.
- H. Dumpster for trash and debris shall be provided by the Contractor.

7. Utility Services

- 1). Cost for temporary utility services electrical, water, gas, etc., that is utilized during the construction process will be identified and agreed upon in writing by the CES Member or Participating Entity.
- 2). Utility services (electrical, water, gas, etc.) utilized by the contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be

the responsibility of the contractor and can only be transferred to the CES Member or Participating Entity on written agreement between CES Member or Participating and Contractor.

- 3). All work will be performed in compliance with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the CES Member or Participating Entity representative of the situation. The contractor will not construct any sub-assembly, structure, or device or produce any condition that intentionally violates a fire, health, safety or UBC code or safety standard.
8. Delivery, Storage and Handling
  - A. Store packaged products in original, unopened packaging until ready for installation.
  - B. Store and dispose of solvent-based materials and materials used with solvent-based materials in accordance with requirements of the State of New Mexico.
  - C. Protect all products from weather as specified by manufacturer instructions.
9. Warranty
  - A. Warranty for all structures and components must be direct from the manufacturer and non-prorated for the entire term.
  - B. Extended warranties can be offered and provide a detailed description along with their associated costs. Include what is and is not covered.
10. **Playground Equipment - General**
  - A. The Offeror must be able to demonstrate that the proposed playground equipment is designed and developed to minimize the risk of injury to children. Through written documentation, Offeror must describe firms and manufacturer's products and services offered.
  - B. The CPSC has determined that certain kinds of playground equipment are more hazardous than others. CES will not accept on contract the following types of equipment for public playground installation: roller slides; multiple occupancy swings, animal figure swings, rope swings, swinging exercise rings, trapeze bars and trampolines. Under certain conditions, some of the restricted items are permitted by CPSC guidelines. If you offer any of the restricted equipment, cite the CPSC reason for inclusion and how you will ensure that the end user understands the risks and conditions in which they are accepting this equipment.
  - C. CES reserves the right to reject any of the following equipment, without cause:
    - 1). equipment greater than 10 feet in height.
    - 2). wood products not treated with approved chemicals.
    - 3). basketball nets made from chain.
    - 4). teeter-totters without limiters; merry-go-rounds.
    - 5). swings attached to play structures.
  - D. If the indoor play equipment is a wood product, solid, hard maple, is preferred. Plywood or particleboard is not acceptable for play products or furniture. Tabletops may be particleboard if plastic laminated and non-warping. Plywood panels may be used in toddler chairs if framed with maple. Other hardwoods may be substituted for maple, but CES reserves the right to determine if the substitution is acceptable. Describe the wood used in the products you will place on contract. All lacquered or painted surfaces must be guaranteed as "safe for children's toys".
  - E. If you are using steel pipes on outdoor playground equipment, it must be galvanized throughout. All ferrous metals must be painted, galvanized, or treated to prevent rust.
  - F. Wood used in outdoor active play equipment should be pine or redwood. The pine must be pressure treated; redwood may be natural. If you offer some other woods, explain why they meet or exceed the quality of redwood or pine. Creosote, pentachlorophenol, and tributyl oxide are too toxic or imitating to be used as a preservative, as are pesticide-

containing finishes. Copper and zinc naphthenates and berate may be used to treat wood. All outdoor wood components should have a 12-year warranty.

- G. Complete instructions for installing outdoor play equipment must be provided to the CES member. When installed and tightened according to manufacturer's instructions, all fasteners, connections and covering devices should not loosen or be removable without the use of tools. Lock washers, self-locking nuts or other locking means shall be provided for all nuts and bolts. No part of the assembly should be able to be dismantled without tools. All fasteners must be corrosion resistant and have no rough or sharp parts that can cause injury. All S-hooks must be as tightly closed as possible. Any parts requiring lubrication should have easy access or be self-lubricating.
- H. Metal surfaces on platforms and slide must be fabricated and be coated with a vinyl or power coated finish in such a manner as to avoid burn injury.
- I. All products offered under this lot must meet or exceed the outdoor equipment standards of the guidelines published by the CPSC in the following areas: stairways and ladders; rungs and other hand-gripping components; handrails; access and transition from platforms; platforms and protective barriers.
- J. The Offeror must be able to provide maintenance/repair products and services with qualified service technicians, who possess the knowledge, background, and experience with all the equipment being offered under this category. The Offeror will use only replacement parts and materials that meet or exceed the specifications of the original manufacturer's parts.
- K. The following items are intended to establish minimum standards for quality and safety of products requested by CES and its members.
  - 1). All manufacturers' equipment offered as part the response will meet the International Organization for Standardization (ISO) certification. Written evidence of level ISO 9001 certification is preferred.
  - 2). All equipment offered as part of the Offeror's response must comply with latest edition of ASTM F 1487 and provide proof from the manufacturer of the equipment satisfies the requirement of the standard.
  - 3). All equipment, surface impact attenuation of surface systems under and around playground equipment, and engineered wood fiber for use as playground safety surface under and around playground equipment must be meet IPEMA Certification and conform to the following ASTM1487.01, ASTM F1292-99, ASTM F2075/4.6, U.S. Consumer Products Safety Commissions Standard, Americans with Disabilities Act (ADA) requirements for accessibility and ASTM F1951 for ADA requirements for surface material. A copy of certification to standards must be provided.
  - 4). As an alternate, equipment offered can conform to the German standard for safety of playground equipment, DIN 7926
  - 5). The recommendations of the Consumers Products Safety Commission (CPSC), as published in the most current edition of the Handbook for Public Playground Safety, will be followed.
  - 6). All playgrounds designed will be accessible to handicapped children, in compliance with the Americans with Disabilities Act of 1990. Indicate ground level ADA and elevated components by transfer points.
  - 7). When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard.
  - 8). The Offeror will be responsible for performing its own review and assessment of any proposed project under this category to determine, recommend and propose products that are age-appropriate and present no safety risk to the public, who will have access to and will use the playground area. If the Offeror has any concerns and/or issues relating to the project, the Offeror is responsible for communicating these in writing to the CES member.

- L. The Offeror will provide installation instruction, site drawing, and drainage plans by a licensed professional for member to be used by the installer of the play equipment installer. To include but not limited to:
- 1). Number of play features that are ADA accessible.
  - 2). ADA accessible routes.
  - 3). Site preparation for installation of play equipment and surfacing to include borders, walkways, pad for surfacing materials, etc.
  - 4). If engineered wood fiber is used, then rubber mats will need to be provided in the at excessive wear areas, such as slide exits, under swings, and sliding poles, mat should be placed on 6" of surfacing with another 6" of surfacing on top of mat.
  - 5). Access paths of resilient tiles or poured in place surfacing will be used, when possible, to permit wheelchair access to play equipment.
  - 6). All surfacing materials will meet CPSC guidelines and ATSM requirements.
- M. All components of a playground system offered must meet or exceed all of the standards and specifications specified herein and shall have limited warranties.
- 1). All moving parts will be fully guaranteed against corrosion, deterioration and/or workmanship for at least two (2) years after installation and acceptance by the CES member. Any exceptions shall be clearly stated in the Offeror's response. Artificial play surfaces must be guaranteed against material defects and workmanship for five (5) or more years.
  - 2). Plastic and metal components will be guaranteed against corrosion, deterioration and/or workmanship for at least ten (10) years.
  - 3). All outdoor wood components should have a 12-year warranty.
  - 4). Stainless steel slides; pvc-coated metal decks; pipes, rails, loops, and rungs will be guaranteed against corrosion, deterioration and/or workmanship for at least fifteen (15) years.
  - 5). All aluminum posts, clamps, beams, caps, and components; laminated plastic panels; galvanized steel upright posts; clamps, connecting brackets and hardware will be guaranteed against structural failure due to corrosion, deterioration or workmanship for fifty (50) or more years.
  - 6). For the first two (2) years after any playground system installation, the Offeror must be able to perform two annual inspections of the installed system. Offeror will provide the CES member with a written inspection report showing the conditions of the equipment and any/all recommended maintenance or repairs that need to be made. Provide any expenses that are not covered by the warranty.
- N. Installation
- 1). Manufacturer will submit complete specifications for all play equipment offered under this category. These specifications will be used for comparison among manufacturers during the evaluation process.
  - 2). All playground equipment will be professionally installed by New Mexico licensed factory certified crew.
  - 3). All sites will be examined for suitability prior to any site preparation and installation of equipment by the Offeror. If the proposed site is to be prepared by the CES member installer, the Offeror must communicate all site requirements and conditions prior to accepting the proposed project. Prior to installing any equipment, the Offeror must accept the site conditions as meeting all requirements.
  - 4). Prior to installation, the natural features of the site will be evaluated for suitability with the results reported to the CES member. These features will include topography (drainage), soil conditions, vegetation, climate (direction of prevailing winds, seasonal sun angles) and natural forces (flood plain).
  - 5). The location of underground and overhead power utilities, telephone, gas, cable and water lines will be determined prior to installation of playground equipment.

- Playgrounds will not be built over underground utilities or beneath high-power lines.
- 6). Playgrounds will be built within easy access of parking and site restrooms.
  - 7). Playgrounds will be visible from the street or in a place of ease for adult supervision. A telephone for use in an emergency will be placed nearby, when possible. Bicycle trails and pedestrian pathways will not be intrusive.
  - 8). Unless otherwise specified, all footings shall be 34" below Finished Grade on all in-ground play events/posts. If surface mounting is required, a 2" below grade surface mount detail will be supplied. Other types of anchoring for specialty installation shall be available upon request.
  - 9). Steel and aluminum posts shall be installed per manufacturer instructions.
- O. Equipment
- 1). Playground equipment may be manufactured using recycled materials.
  - 2). Purified fractional-melt high-density polyethylene (HDPE), if used, will have all food residues, waste and adhesives removed prior to molding or extrusion.
  - 3). Multiple-melt flow high- or low-density polyethylene (HDPE/LDPE) will be purified and contain no oils from food or adhesives.
  - 4). The use of composites of LDPE and a secondary fiber (such as sawdust) will not be permitted, unless independent lab studies document that the resulting product is not vulnerable to moisture deterioration, termite damage or failure at low temperatures.
  - 5). Commingled plastics will not be permitted.
  - 6). If tires are used in any part of the structure, the color will not rub off on children or their clothes.
  - 7). Upon installation of a playground system, the manufacturer will provide (at no extra cost) a personalized permanent sign for the site that identifies the equivalent number of plastic containers, aluminum cans, steel cans, car tires and other recycled materials used to make the structure.
  - 8). Product-specific maintenance kits will be provided with each play system.
- P. The following items are intended to establish minimum standards for and level of quality of materials requested by CES and its members.
- 1). All materials shall be structurally sound and suitable for safe play. Durability shall be insured on all steel parts using color-coordinated coatings such as zinc plating or powder coating.
  - 2). Hardware and Fasteners
    - (a). Primary fasteners to be socketed and pinned, tamperproof in design, either carbon- steel plated with zinc/nickel and iridescent chromate finish, or stainless steel.
    - (b). All hardware is to include a locking patch type material. The material, when allowed a 72-hour cure time, shall require a minimum of four (4) times the installation torque to remove the fastener.
    - (c). The Offeror will provide CES member's maintenance personnel with a set of special tools for pinned hex fasteners and any other special fasteners as part of the purchase price.
    - (d). Bolt links shall be steel forged with a zinc alloy finish.
  - 3). Metal Components
    - (a). All metal components that will come in contact with children's hands or body will be coated with a protective covering. They shall be thoroughly cleaned in a hot phosphatizing pressure washer, and then primed with a clear acrylic thermosetting solution. Primed parts shall be dipping in U.V. stabilized, liquid poly vinyl chloride, and then salt cured per manufacturer specification. The finished coating shall be approximately .080", plus or minus .020" thick, at an 85-durometer hardness and have a matte finish.



- (b). All other metal components to be powder coated shall be free of excess weld and spatter. Parts shall be thoroughly cleaned in a pre-treatment system with a hot phosphatizing bath with a non-chrome seal for corrosion resistance and thoroughly dried.
- (c). Powder coating shall be electrostatically applied, and oven cured to an average thickness of 4 mils.
- (d). Polyester powder shall meet or exceed ASTM Standards for Adhesion (D-3359B); Hardness (D-2794); Impact (D-2794); and Salt Spray resistance (B-117).

4). Decks

- (a). Decks of various sizes and shapes will be offered including, but not limited to, one- piece square decks, one-piece corner decks, two-piece hex decks, one-piece triangular decks, and various extensions for each, as needed.
- (b). Decks shall be of modular design. There shall be four (4) slots in each face to accommodate face mounting of components.
- (c). Decks shall be manufactured from a single piece of low carbon 12-gauge sheet steel conforming to ASTM specification A-569. The sheet shall be perforated, then flanged formed and reinforced as necessary to ensure structural integrity.
- (d). Decks shall be protective coated and shall be designed so that all sides are flush with the outside edge of the supporting posts.
- (e). Rotationally molded poly parts shall be molded of a linear low-density polyethylene that is U.V. and color stabilized. Wall thickness may vary from .187" (3/16") to .312" (5/16"), depending upon use. Rotationally molded products shall meet or exceed tensile strength of 2700 psi per ASTM D-638.
- (f). High-density polyethylene parts shall be manufactured from material that is compression molded  $\frac{3}{4}$ " thick, high-density polyethylene that has been specially formulated for optimum U.V. stability and color retention. Compression molded products shall meet or exceed density of .933 G/cc per ASTM D-1505, tensile strength of 2400 psi per ASTM D-638.

5). Posts

- (a). Post lengths shall vary depending upon the intended use and shall be a minimum of 42" above the deck height.
- (b). All posts shall be powder coated as specified.
- (c). All posts shall have a "finish grade marker" positioned on the post identifying the 34 bury line required for correct installation and the top of the loose fill protective surfacing.
- (d). Top caps for posts shall be aluminum die cast and powder coated to match the post color.
- (e). Caps shall be factory installed and secured in place.
- (f). A molded low-density polyethylene cap shall be pressed onto the bottom end of the post to increase the footing area from 2 square inches to 20 square inches and serve as a moisture barrier.
- (g). Square aluminum posts shall have a minimum wall thickness of .125", be extruded of 6061-T6 aluminum alloy, and have rounded corners and ribbed faces for maximum safety.
- (h). Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a  $\frac{1}{4}$ " x 6" square 6061-T6 aluminum surface mount plate and allow for 2" of protective surfacing. Posts shall be powder coated of a specified color.
- (i). 5" x 5" aluminum supporting columns shall have a wall thickness of .093" and be extruded of 6063-T6 aluminum alloy and have rounded corners and ribbed



- faces for maximum safety. The extrusion shall conform to Federal Specification QQ-A-200/Q and ASTM B-221.
- (j). Bolt bracket holes shall be factory drilled where necessary for proper installation. Caps and columns shall be powder-coated to a specified color.
  - (k). Steel posts shall be manufactured from 5" O.D. tubing with a wall thickness of .120", shall be galvanized after rolling, and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.
  - (l). Aluminum posts shall be manufactured from 6061-T6 extruded tubing conforming to ASTM B-221 and QQ-A-200/8. Posts shall have a 5" outside diameter with a .125" wall thickness.
  - (m). All pipe bolts shall be extruded of 6061-T6 aluminum alloy that measures 1 1/8" O.D. with a wall thickness of 5/16". All pipe bolts shall be tapped at both ends for 5/8" x 1 1/2" standard fastener with a stainless-steel washer.
- 6). Rails and hand loops shall be manufactured from 1 1/8" O.D. steel tubing with a .120" wall. Each end of the rail/hand loop shall have a stainless steel knurled welded insert. Exposed rails, loops and hand bars shall be protective coated. Connection to the posts shall use the bolt bracket assembly.
- 7). Aluminum arches shall be manufactured from 6061-T6 alloy. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to the arch. Arches shall be powder coated to a specified color.
- 8). Clamps and Hangers
- (a). All clamps, unless otherwise noted, shall be die cast with a 369.1 aluminum alloy and have the following mechanical properties: ultimate tensile: 47,000 psi; yield strength: 28,000 psi; elongation: 7% in 2 inches; shear strength: 29,000 psi; endurance limit: 20,000 psi.
  - (b). Offset hanger clamp assembly shall use an offset design concept to attach standard pipe rails to posts. Offset hanger clamp shall use standard fasteners to secure rail to clamp. One (1) half clamp above shall be supplied with each offset hanger clamp.
  - (c). Deck hanger clamp assembly will attach decks to 5" posts. Each clamp shall be pre- drilled for acceptance of a stainless steel (deck) stud, and stainless-steel nut and washer shall complete attachment hardware. One (1) half clamp shall be supplied with each deck hanger clamp.
  - (d). "T" clamp assembly will connect 5" beams to 5" posts and shall be permanent mold.  
cast of 365 alloy and treated to T6 hardness and welded to 5" aluminum beams.  
Two  
(2) half clamps shall be supplied with each "T" clamp.
- 9). Special Components
- (a). Special components for play systems will include ring bridges, horizontal ladders, spiral climbers, play enclosures, arch bridges, loop ladders, single and double-wide slides, tunnels, slidewinders, transfer modules, ramps, belt bridges, step ladders, chinning bars, barriers, panels (image, bubble, puppet, zoo, driver, finger maze, tracing, store, table, hole, window, tic-tac-toe, math, spelling, sand shute, sand and water, house, ball, slant entrance, sound chimes, project, geometric, block, bead and block, gear, paint, match 4, etc.), slide hoods, various slides, firepoles, corkscrews, loop poles, parallel bars, clatterbridges, chain walks, belt, chained, arched, and suspension bridges, curved track rides, wiggle ladders, log rolls, snake climbers, ring swing outs, centipede climbers, block climbers, and ratchet rides. Other units, as designed, may be proposed.

- 10). Roof options will include square poly roofs, sultan's palace type roofs, peak roofs, and other shaped roofs to meet the design requirements of the play system.
- 11). Permanent Edging
- (a). Plastic
    - (i) Permanent edging units made from blow-molded high-density polyethylene, U.V. stabilized materials are preferred.
    - (ii) The units must be lightweight and easy to install but need no regular maintenance.
    - (iii) Sections must be able to be installed above or below grade level and on asphalt.
    - (iv) No sections with sharp edges are permitted.
    - (v) Units will have hot-dipped galvanized steel stakes with rounded heads.
    - (vi) Sections can be 4' long, 12" high and 4" wide with recessed pockets for stake ends to eliminate protrusions.
    - (vii) The materials must be guaranteed for five (5) or more years.
  - (b). Concrete.
    - (i) Meet or exceed local building code requirements.
- 12). Tiles Surfacing Material
- (a). A polyurethane resin-bound tile of recycled shredded tires may be installed beneath equipment with less than a three-foot high fall height or for use in an access path.
  - (b). The tiles will be 3' squares and 1 1/2" thick with either flat or beveled edges.
  - (c). Tiles will be glued to the surface (concrete, asphalt or compacted crushed rock).
  - (d). A transition edger will permit change to loose fill, as needed.
  - (e). Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.
  - (f). Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
  - (g). The materials must be guaranteed for five (5) or more years.
- 13). Loose-Fill Synthetic Material
- (a). A loose-fill synthetic material made from recycled tires and coated with a nontoxic fire-retardant colored coating is requested.
  - (b). Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.
  - (c). Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
  - (d). Must provide for drainage and that neither rots nor deteriorates over time.
  - (e). The materials must be guaranteed for five (5) or more years.
- 14). Loose-Fill Engineered Wood
- (a). Standard wood chips or bark mulch will not be acceptable. Engineered wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 1.5" in length and containing 10% to 20% fines to aid in compaction. (It is generally understood that the manufacturing process allows a few oversized pieces.)
  - (b). Must prove to be non-toxic. It may not contain any recycled wood products or any wood containing paint, chemicals, or additives. Bidder to provide Toxicity

Test Data upon request by member.

- (c). To have minimal bark and to be free of twigs, leaf debris and other organic material, and to be certified as non-flammable. Bidder to provide test data upon request by member. Standard wood chips or bark mulch will not be acceptable.
- (d). Product depth, after installation, must be in accordance with the procedure described in ASTM F-1292-04 and meet guidelines for critical height as set forth by the CPSC for use of wood products for protective surfacing under and around playground equipment.
- (e). Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.
- (f). Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- (g). Supplier must certify that the surface meets the intent of the Americans with Disabilities Act.

15). Signs

- (a). Signs that attach to the play structures or that are freestanding are requested.
- (b). Must list the age for use of equipment.
- (c). Signs to be made from solid, two-color compression-molded, 3/4" to 1" thick colorfast, U.V. stabilized high-density polyethylene.
- (d). The letters will be cut out of the top layer of color to reveal the coordinated second layer of color. Both sides may have lettering.
- (e). Freestanding signs will be mounted on powder coated 2 3/8" posts.
- (f). Specialty signs for installation on playgrounds may be proposed.

16). Site furnishings to include but not limited to benches with and without armrests and backs, picnic tables, litter receptacles, cooking grills, bicycle racks.

17). Sports and fitness equipment offered may include but not limited to balance beams, sit-up/push-up benches, chin-up bars, leg lift bars, basketball hoops, fitness stations, volleyball outfits, tetherball sets, and similar indoor and outdoor athletic equipment used in public play areas.

18). Pre-engineered and prefabricated shelters and pavilions may be offered. All shelters and pavilions must carry a five-year warranty on workmanship and materials.

- (a). Proposed as-built drawings for each area.
- (b). Warranty and ADA standards specifications
- (c). Maintenance/Service manuals and parts list

11. **Water Park – General**

- A. The Offeror must be able to demonstrate that the proposed equipment is designed and developed to minimize the risk of injury to children. Through written documentation, Offeror must describe firms and manufacturer's products and services offered.
- B. All manufacturers' equipment offered as part the response will meet the International Organization for Standardization (ISO) certification. Written evidence of level ISO 9001 certification is preferred.
- C. All equipment offered as part of the Offeror's response must comply with latest edition of ASTM F2461, F2376 and provide proof from the manufacturer of the equipment satisfies the requirement of the standard.
- D. The recommendations of the Consumers Products Safety Commission (CPSC), as published in the most current edition of the Handbook for Public Playground Safety, will be followed.
- E. All water park designed will be accessible to handicapped children, in compliance with the Americans with Disabilities Act of 1990. Indicate ground level ADA and elevated

components by transfer points.

- F. When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard.
- G. The Offeror will be responsible for performing its own review and assessment of any proposed project under this category to determine, recommend and propose products that are age- appropriate and present no safety risk to the public, who will have access to and will use the area.

If the Offeror has any concerns and/or issues relating to the project, the Offeror is responsible for communicating these in writing to the CES member.

## 12. **Skate Parks - General**

- A. Can be either be constructed in concrete or modular steel reinforcing or synthetic fibers.
- B. Concrete Skating Surface requirements
  - 1). To meet or exceed American Concrete Institute (ACI) ACI117 for concrete roughness and flatness for skate park design.
  - 2). Thickness: 4" with 6" thickened edges
  - 3). Aggregate: Small to Medium (3/4" maximum)
  - 4). Finish: Steel-Troweled Between Light Broom and Glassy
  - 5). Chemical Sealant
  - 6). Camber: ~1% or 1/8" per foot
  - 7). Maximum Deviation: 1/8" over 10' (puddle-free)
  - 8). Curing Time: 2 weeks
  - 9). Dusting: Not Permitted
  - 10). Reinforcement: Post-Tension with Fiberglass preferred or steel-reinforced if not post-tension
  - 11). Control Lines: 1/4" wide x 3/4" deep in a 10' x 10' grid
  - 12). Concrete should be a minimum of 4,000 psi and cured for 8 days.
  - 13). Skateable expansion joints can be made with saw cuts made in the concrete surface. These expansion joints are needed in cold climates and in areas with a lot of ground movement.
  - 14). Concrete bowls must have drains. The holes in the drain need to be smaller than the smallest finger or you will risk getting fingers caught. Bowls should also have a roll-in or shallow end so that injured riders can be easily evacuated.
- C. Ramp Structure
  - 1). Outdoor ramps are constructed on site of treated wood with galvanized, coated, and stainless fasteners.
  - 2). Indoor ramps may be built of untreated plywood, lumber and uncoated fasteners.
  - 3). Transition templates are of 3/4" plywood spaced at 4' to 6'.
  - 4). Ribs are either 2x4, maximum 4' length or 2x6, maximum 6' length.
  - 5). Ribs are spaced 6" on center.
  - 6). Framing is sheathed with two layers of 1/2" plywood fastened with screws.
- D. Non-concrete Skating Surface Requirements
  - 1). Painted galvanized steel.
  - 2). Surface is countersunk and fastened with screws.
  - 3). Surface section in 10" or 12' long sheets to eliminating horizontal seams which cause a slight kink on curved ramps.
  - 4). Tempered hardboard may be used indoors.
- E. Bottom Edges
  - 1). For outdoor ramps, painted 11g galvanized steel is used where skating surface meets concrete.
  - 2). 16" wide steel set at the lowest possible angle to makes the transition from concrete to ramp the smoothest possible.

- 3). Black steel may be used for indoor ramps.
- F. Coping and Rails
  - 1). To be galvanized for indoor and outdoor applications.
  - 2). Round edge, square tube is used for ledge edges and rails.
- G. Ramps
  - 1). Outdoor ramps galvanized coated.
  - 2). Indoor ramps black steel may be used but CES prefers galvanized coated.
- H. Platforms and Railings
  - 1). 4' deep platforms are framed with 2x6 joists, with 4x4 posts.
  - 2). Outdoor platform framing is covered with 3/4" plywood and surfaced with galvanized steel.
  - 3). Indoors platform framing is covered with 3/4" plywood.
  - 4). Paint or stain and seal all exposed interior and exterior wood surfaces.
  - 5). Hand railing to be built to local code.
  - 6). Decorative rail designs and enclosed ramp backs to be made available.
- I. Fasteners to be tamper proof with rust preventative finish.
- J. Site survey by contractor with knowledge and familiarity with issues that are involved in providing a hazard free experience for the public that will be using the facility.
- K. Drainage
  - 1). Bowls in particular must daylight or tie into existing city or county drainage system.
  - 2). A minimum of 1-3" skate park drains" and 1-3 "landscape drains" installed prior to skate park placement and to local building codes.
  - 3). All drains will need clean outs for future maintenance.
13. Warranty
  - A. All warranties will begin on the date of final acceptance by the member.
  - B. Labor and installation: 1 year
  - C. Warranties will be guaranteed against structural failure, corrosion, deterioration and/or workmanship.
  - D. Playground Equipment
    - 1). Warranties will begin on the date of final acceptance by the member.
    - 2). Equipment, materials, and labor shall be warranted at a minimum as follows:
      - (a). Support posts (5"): Lifetime
      - (b). Support posts (under 5"): 15 years
      - (c). Hardware: Lifetime
      - (d). Stainless steel slides; pvc-coated metal decks Stainless steel slides; pvc-coated metal decks; pipes, rails, loops and rungs: 15 years.
      - (e). All aluminum posts, clamps, beams, caps and components; laminated plastic panels; galvanized steel upright posts; clamps, connecting brackets and hardware: 15 years.
      - (f). Plastic parts: 10 years
      - (g). Moving parts: 2 years
      - (h). Outdoor wood components: 12 years
      - (i). Safety surfaces: 5 years
  - E. Surfacing material
    - 1). Recycled Shredded Rubber: Manufacturer must have a written 50-year product warranty for shock attenuation or fall height protection and a written 8-year limited product warranty for total color loss.
    - 2). Engineered Wood Fiber:
      - (a). The manufacturer must have a written 10-year product warranty against defective materials and the manufacturer's workmanship of the product.

- (b). The manufacturer must have a written 25-year product warranty for shock attenuation or fall height protection.
- 3). Poured in place rubber or recycled rubber surfacing material:
  - (a). Playground and recreational equipment the manufacturer must have a written 5-year product warranty shock attenuation or fall height protection, material, and defects and a written 5-year product warranty for total color loss.
  - (b). Splash and Water Parks manufacturer must have a written 5-year product warranty for shock attenuation or fall height protection, material, and defects.

**F. Splash and Water Parks**

- 1). Equipment, materials, and labor shall be warranted at a minimum as follows:
  - (a). Hardware: Lifetime
  - (b). Decks, pipes, rungs, rails & handloops, handholds: 10 years
  - (c). Plastic parts: 10 years
  - (d). Moving parts: 1 year
  - (e). Safety surfaces: 5 years
- 2). Plumbing, drains minimum 25 years.
- 3). Filter, pumps, electrical and mechanical controls minimum 5 years

**G. Skate Parks**

- 1). Hardware: lifetime
- 2). Manufacture must supply at the minimum a 15-Year Warranty against structural failure due to corrosion/natural deterioration or manufacturing defects. The warranty will not cover cosmetic issues, wear and tear resulting from normal use of the product, misuse or abuse of the product.
- 3). Manufacturers must supply at the minimum a 15-Year Limited Warranty on Coated Steel Surface against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues, wear and tear resulting from normal use of the product, misuse, or abuse of the product.
- 4). All outdoor wood components at a minimum 12-year warranty.



ATTACHMENT B  
TO  
ACCEPTANCE OF PROPOSAL AND OFFER  
AND CONTRACT AWARD

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A Price List/Pricing: The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES administration fee.

B New Technology and Products: New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C Price Quote/Proposal: When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E Price Increases: Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove



such requests.

F Price Surcharges: Depending on current market conditions, surcharges may apply as approved by CES.

## COST PROPOSAL

Cat. 1, Lot 1: Design, Installation, Maintenance, Replacement Parts, Removal and Site Preparation (Turnkey solution)

## Playground, Recreational, Waterparks, Swimming Pools 2023-16

Hansen & Prezzano Builders  
LLC

[illegible]

[illegible]

[illegible]

[illegible]



HANS&amp;PR-01

DONISCHUK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2024

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 License # 0757776<br>HUB International Insurance Services (SOW)<br>6565 Americas Parkway Suite 720<br>Albuquerque, NM 87110 | CONTACT NAME: Colleen Kaberlein<br>PHONE (A/C, No, Ext): (505) 828-4127<br>FAX (A/C, No):<br>E-MAIL ADDRESS: colleen.kaberlein@hubinternational.com |        |
|  | INSURER(S) AFFORDING COVERAGE   | NAIC # |
|  | INSURER A : Cincinnati Specialty Underwriters Ins Co  | 13037  |
|  | INSURER B : Employers Mutual Casualty Company   | 21415  |
|  | INSURER C : New Mexico Premier Insurance Company  | 13675  |
|  | INSURER D :   |        |
|  | INSURER E :   |        |
|  | INSURER F :   |        |

## 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CSU0070328    | 5/14/2023               | 5/14/2024               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>BI/PD Ded \$ 2,500 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY               |           |          | 6X55646       | 5/14/2023               | 5/14/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0  |           |          | CSU0114853    | 5/14/2023               | 5/14/2024               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$<br>\$ 1,000,000   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>Y  | N/A      | 78818.111     | 6/18/2023               | 6/18/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| B        | Commercial Umbrella   |           |          | 6X55646       | 5/14/2023               | 5/14/2024               | Auto Only 2,000,000  |

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe Parks Division  
Pueblos del Sol  
3036 Governor Miles Rd.  
Santa Fe, NM 87507

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:** Hansen & Prezzano Builders LLC  
DBA: Hansen & Prezzano Builders LLC

**Business Location:** 311 STOVER RD  
LOS LUNAS, NM 87031

**CRS Number:** 02-343576-00-3

**Owner:** HANSEN & PREZZANO BUILDERS LLC

**License Number:** 236784

**License Type:** Business License - Renewable

**Issued Date:** March 27, 2024

**Classification:** Out of Jurisdiction Contractor - General

**Expiration Date:** March 27, 2025

**Fees Paid:** \$10.00

Hansen & Prezzano Builders LLC  
PO BOX 359  
87042

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 TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [OVERLIE, SCOTT A.](#)  
**Cc:** [Purchasing DET](#)  
**Subject:** RE: Request determination for playground installation  
**Date:** Monday, February 19, 2024 4:28:25 PM  
**Attachments:** [image001.png](#)

---

Greetings,

The scope of work as written would be Construction. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - [ereview@santafenm.gov](mailto:ereview@santafenm.gov)
  - Vehicles – [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)
  - Grants - [cajames@santafenm.gov](mailto:cajames@santafenm.gov)
  - Facilities, Furniture, Fixture, Equipment - [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)
- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented [procedures/laws/rules](#) are followed. \_
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is

crucial to determine the funding source beforehand.

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
  - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - <https://naspo.valuepoint.org/categories/>
  - <https://www.omniapartners.com/publicsector/contracts>
  - <https://www.buyboard.com/home.aspx>
  - <https://www.h-gac.com/Home>
  - <https://www.gsaelibrary.gsa.gov/>
  - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
  - And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>

Vision without action is merely a dream.

Action without vision passes the time.

Vision with action can change the world. ~ Joel A. Barker

---

**From:** OVERLIE, SCOTT A. <saoverlie@santafenm.gov>

**Sent:** Monday, February 19, 2024 1:26 PM

**To:** Purchasing DET <purchasing\_det@santafenm.gov

**Subject:** Request determination for playground installation

Good afternoon, I have attached a quote for playground installation at Pueblos del Sol park and am seeking determination for this work. Thank you, Scott

Scott Overlie, Project Administrator

City of Santa Fe Parks Division

1142 Siler Road, Bldg. C

Santa Fe, NM 87505

505-231-6194



**From:** [Joseph Perez](#)  
**To:** [OVERLIE, SCOTT A.](#)  
**Subject:** Re: City of Santa Fe is looking for construction services to install new playground equipment  
**Date:** Monday, February 19, 2024 1:28:47 PM  
**Attachments:** [image003.png](#)

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We will respectfully decline this opportunity .

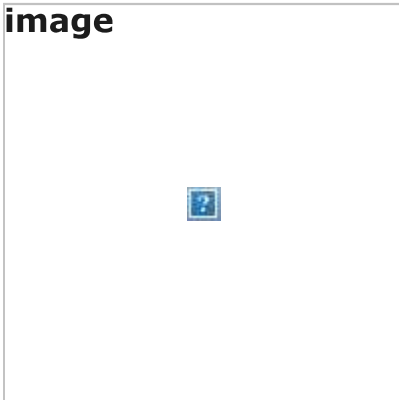
Thank you

**Joseph Perez**  
**Regional Marketing Manager**

**Horizons of New Mexico**  
**6121 Indian School Rd. NE, Suite 102**  
**Albuquerque, NM 87110**

**office phone:** (505) 345-1540  
**email:** [jperez@horizonsofnewmexico.org](mailto:jperez@horizonsofnewmexico.org)  
**web:** [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

image



The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

---

**From:** OVERLIE, SCOTT A. <saoverlie@santafenm.gov>

**Sent:** Monday, February 19, 2024 1:23:12 PM

**To:** Joseph Perez <jperez@horizonsofnewmexico.org>

**Subject:** City of Santa Fe is looking for construction services to install new playground equipment

Good Afternoon Mr. Perez,

The City of Santa Fe is looking for construction services to install new playground equipment for Pueblos del Sol Park. Please see the scope of work below.

Scope of work:

1. Install 2- composite play structures by Playcore-Gametime, per manufacturer specifications.
2. Install construction fencing, concrete footers, safety surfacing, minimal grading work and complete 3<sup>rd</sup> party safety audit.

Thank you, Scott Overlie

Scott Overlie, Project Administrator  
City of Santa Fe Parks Division  
1142 Siler Road, Bldg. C  
Santa Fe, NM 87505  
505-231-6194





# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204720 Procurement # (RFP/ITB# If any): \_\_\_\_\_

Contractor: Hansen & Prezzano Builders, LLC

Procurement Method/Vehicle: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☒ Exempt ☐ SWPA/Existing ☐

Description/Title: Play Equipment for Pueblos del Sol Park

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: tbd Term End Date: one year from start date Total Contract Amount: 133,799

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease: \_\_\_\_\_

1.b Amendment #: \_\_\_\_\_ to the Original Contract/Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$: \_\_\_\_\_

Extend Expiration Date to: \_\_\_\_\_

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

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

### 3. Procurement History: \_\_\_\_\_

*Jeanne Louise Montano*

Purchasing Officer Review: \_\_\_\_\_

May 31, 2024

Date: \_\_\_\_\_

Comment & Exceptions: Procured via CES

### 4. Funding Source: PARKSTRLS 355

*Andy Hopkins*

Budget Officer Approval: \_\_\_\_\_

Org / Object: 3559980/572970

May 31, 2024

Date: \_\_\_\_\_

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

### 5. Grant History (if applicable): \_\_\_\_\_

Grants Administrator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Contact who Completed This Form: Scott Overlie

Phone #: 505-231-6194

To be recorded by City Clerk: \_\_\_\_\_

Clerk #: \_\_\_\_\_ Email: saoverlie@santafenm.gov

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

ITT Representative (attesting that all information is reviewed)

Title

Date

# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Hansen & Prezzano Builders, LLC

**Procurement/contract Title:** Play Equipment for Pueblos del Sol Installation

**Procurement Method/Vehicle:** ☐ Sole Source ☐ State Price Agreement/Existing ☒ Cooperative ☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98

☐ Small Purchase (Contract Under \$60,000) ☐ Other: \_\_\_\_\_

Requesting Department: Parks and Open Space

Staff Name: Scott A. Overlie

## Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

## REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

| YES                                 | N/A                                 |
|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
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| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**Written Determination (srvs)**

**RFP - Confidential info to be provided to GB by CPD Buyer**

**ITB (include bid tab)**

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

**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s**

**Horizon Declination or Screenshot of [horizonsofnewmexico.org/services.html](http://horizonsofnewmexico.org/services.html) (srvs)**

**Summary of Contract (only on contracts)**

**Current Santa Fe Business Registration (or Exemption if no tax)**

**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**

**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**

**Evaluation Committee Report (RFPs only)**

**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**

**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**

| YES                                 | N/A                                 |
|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**Quote(s) (3 Valid & Current for Over 20k)**

**BAR**

**FIR**

**Certificate of Insurance (srvs)**

Scott A. Overlie

Department Point of Contact

Department Director

*JoAnna Lovato Montaño*

Chief Procurement Officer

ITT Representative

Project Admin. 5/9/2024

Title Date

May 19, 2024

Date

May 31, 2024

Date

Title

Date





# BLUE BOOK

The following pages list CES Procurement Partners who have responded to and received an award for a public solicitation for goods and services to meet our Members and Participating Entities needs. Procurement Partners may have been awarded on one or more solicitations and, therefore, may have more than one contract listed.

[\\*For CES Members, click here for more information regarding our new BlueBook purchase options!](#)

[How to Order Key.](#)

[Get the Printed Bluebook](#)

Show all Results

[Where is my Region?](#)

Vendor

Hansen & Prezzano Builder

Category

--Select

Subcategory


--Select

Region

--Select

Keyword search

Results

| Vendor Logo   | Vendor Organization Name  | Categories  |                        |                    |              |
|---|---|---|------------------------|--------------------|--------------|
|       | Hansen & Prezzano Builders LLC - (Hansen & Prezzano Builders LLC) | Athletic and Playgrounds  |                        |                    |              |
| P.O. Box 359 Peralta, NM. 87042   |   |   |                        |                    |              |
| Phone: 505-865-3900   |   |   |                        |                    |              |
| Install playground equipment and park site furnishings throughout New Mexico since 1985 |   |   |                        |                    |              |
| Contract  | Category  | Subcategory   | Region                 | Contact Name       | Contact      |
| <a href="#">2023-16-C115-ALL</a>  | Athletic and Playgrounds  | Athletic Surfaces - Playgrounds, Playground and Recreational and Water Park Equipment | 1, 2, 3, 4, 5, 6, 7, 8 | Bernadette Padilla | 505-865-3900 |

1

- Procurement of goods or services involving construction as defined per NM Dept. of Workforce Solutions.
- Turnkey installation solutions (product + installation) - YES
- Member makes PO to CES + submits PO & quote using complete online submission form in the BlueBook → CES creates PO to Vendor / Contractor → Vendor / Contractor invoices CES → CES invoices Member → Member pays CES → CES pays Vendor / Contractor

**Signature:** Scott A. Overlie  
Scott A. Overlie (May 14, 2024 13:45 MDT)  
**Email:** saoverlie@santafenm.gov

**Signature:** *Melissa McDonald*  
**Email:** mamcdonald@santafenm.gov

**Signature:** Xavier Vigil  
Xavier Vigil (Jun 6, 2024 15:53 MDT)

**Email:** xivigil@santafenm.gov








# 24-0370 Hansen & Prezzano

Final Audit Report

2024-06-06

|                 |   |
|-----------------|---|
| Created:        | 2024-06-06                                  |
| By:             | Xavier Vigil (xivigil@santafenm.gov)        |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAAp7_Bbg7Bv35jZO8Wjgi3awlgBkmAv6b |

## "24-0370 Hansen & Prezzano" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-06-06 - 9:49:39 PM GMT- IP address: 63.232.20.2
-  Signer XAVIER VIGIL (xivigil@santafenm.gov) entered name at signing as Xavier Vigil  
2024-06-06 - 9:53:52 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Xavier Vigil (xivigil@santafenm.gov)  
Signature Date: 2024-06-06 - 9:53:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
2024-06-06 - 9:53:58 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
2024-06-06 - 9:55:23 PM GMT- IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
Signature Date: 2024-06-06 - 9:55:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-06-06 - 9:55:34 PM GMT