



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** June 11<sup>th</sup>, 2024

**TO:** John Blair, City Manager John Blair  
John Blair (Jun 20, 2024 11:05 CDT)

**VIA:** Regina Wheeler, Public Works Director RW  
RW (Jun 11, 2024 16:46 MDT)  
Sam Burnett, Facilities Division Director J. Samuel Burnett  
J. Samuel Burnett (Jun 11, 2024 15:48 MDT)

**FROM:** Joshua Bohlman, Facilities Project Administrator Joshua Bohlman

---

### **ACTION:**

Request Approval of Amendment No. 1 to General Services Contract Item #23-0138 for Railyard Irrigation and Water Catchment System Design Services with Pland Collaborative to Increase the Compensation by \$34,907 to a New Total of \$71,578 Including NMGR. (Josh Bohlman, Project Administrator, [jbohlman@santafenm.gov](mailto:jbohlman@santafenm.gov)).

### **BACKGROUND AND SUMMARY:**

Since the Railyard's inception, the irrigation and water harvesting systems have never been fully operational. After a decade of use and attempts to repair the systems as designed, the Public Works Department hired Pland Collaborative to provide detailed assessment of these systems and make recommendations for their repairs and/or replacement.

Pland Collaborative recently completed the 95% design plans, which have been reviewed and approved by the Parks and Open Space Division, the Santa Fe Railyard Community Corporation, and the Santa Fe Conservation Trust. Pland Collaborative is now working to generate the 100% plans and construction Documents (CDs) in preparation for bidding. To complete this last phase of the design, it has been determined that more specific as-built details regarding the water harvesting system are needed. To accomplish this work Pland is adding a plumbing contractor's services to the scope of this contract. Pland and their plumbing sub-contractor will perform a detailed as-built assessment of the water harvesting system to create accurate CDs.

### **SCHEDULE:**

Construction of catchment system and park irrigation system renovations estimated to complete in November 2024

### **PROCUREMENT METHOD:**

Cooperative Educational Services Agreement (CES) #2023-01-C123-ALL

### **Contract Number:**

Munis contract number 3203561

### **FUNDING SOURCE:**

**Fund Name/Number:** Railyard/Fund 515

**Munis Org Name/Number:** RydOper/5156001

**Munis Object Name/Number:** WIP Design/510310

### **ATTACHMENTS:**

Pland Collaborative's Proposal  
Pland Collaborative's Original Contract  
Pland Collaborative's Tentative Project Schedule  
Pland Collaborative's CES Contract

Pland Collaborative 's Certificate of Insurance  
Pland Collaborative 's Business License  
Summary of Contracts  
Procurement Checklist

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
General Services Contract  
ITEM# 23-0138**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE General Services CONTRACT, dated April 12, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Pland Collaborative (formerly MRWM Landscape Architects). (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide the City of Santa Fe with landscape architectural services to aid in the assessment and rehabilitation of the Railyard's Irrigation and Water Harvesting Systems.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 2 of the Contract is amended to add the next phase which will require the addition of a plumbing services, so that Article 2 reads as follows:

- A. The Contractor shall perform the following work using Cooperative Educational Services (CES) Agreement #19-01B-C108-ALL. Pland Collaborative (Formerly MRWM Landscape Architects) will provide detailed 100% Construction Documents including As-Built Plans, Plats, Specifications, Details, and Schedules for the renovation, repair, and upgrade work of the Santa Fe Railyard Park Irrigation and Water Harvesting Systems along with Construction Administration Services throughout the bidding and construction phases of this work. The Construction Documents will conform substantially to the proposal marked "Exhibit A," see proposal dated April 30, 2024, and the proposal adding investigation

services of the cistern system marked as “Exhibit B,” both are attached hereto and made a part thereof.

2. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of thirty-two thousand, four-hundred forty-three dollars and seventy-four cents (\$32,443.74) excluding New Mexico Gross Receipts Tax so that Article 3, paragraph A reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
Phase 1		
01 Item 1 Tasks		\$14,430.70
02 Item 2 Tasks		\$19,601.40
Phase 2		
03 Item 1 Tasks		\$15,929.28
04 Item 2 Tasks		\$4,246.56
05 Item 3 Tasks		\$12,267.90

Total compensation under this agreement shall not exceed \$ \$71,587.17 including New Mexico Gross Receipts Tax.

3. CONTRACT IN FULL FORCE.

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



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

CITY OF SANTA FE:

CONTRACTOR: Pland Collaborative

*John Blair*  
John Blair (Jun 20, 2024 11:05 CDT)  
JOHN BLAIR, CITY MANAGER

*Gregory Miller*  
Gregory Miller (May 23, 2024 11:43 MDT)  
GREGORY A. MILLER, FASLA  
PRINCIPAL LANDSCAPE ARCHITECT

DATE: Jun 20, 2024

DATE: May 23, 2024

CRS# 01-164461-00-3

Registration # 225187

ATTEST:

*GERALYN CARDENAS*  
GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

*Kevin L. Nault*  
Kevin L. Nault (May 23, 2024 12:15 MDT)  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  
EMILY OSTER, FINANCE DIRECTOR

April 30, 2024

Mr. Joshua Bohlman, CPO  
Project Administrator / CIP and Facilities Division  
Public Works Department  
1142 Siler Road  
Santa Fe, NM 87507

**Re: Landscape Architectural consultation for; Santa Fe Railyard Park Irrigation Cistern System Pre-Commissioning and Park Irrigation Renovation**

Mr. Bohlman:

It has been a pleasure to work with you and the City of Santa Fe to prepare a review, analysis, and recommendations for the renovation of the irrigation system at the Railyard Park. It is my understanding that the City of Santa Fe would like to proceed with the Pre-Commissioning of the existing cistern system to identify the functionality of the pumps and water transfer lines between cistern tanks. This work will allow us to create plans for construction based on tested and verified conditions. This work is in addition to the previously completed in-depth review of the record drawings and visual assessment of the system. Also as requested by the City, this proposal includes services for bidding and construction observation for the renovation of the park irrigation system. We propose this scope to be conducted under the terms of our on-call contract for landscape architectural services. All services will be billed on an hourly basis. Pland Collaborative (formerly known as MRWM Landscape Architects) is very pleased to offer you the following services for the project:

**SERVICES**

1. Provide Pre-Commissioning Investigation Services. We propose to use A&S Enterprises to perform this work. This company has been assisting Pland Collaborative with the visual assessment of the existing system. These proposed services include coordination by Pland Collaborative through the Pre-Commissioning Process.

Item 1 tasks:

- Field review of the pumps and transfer water lines as listed in A&S Enterprises' attached proposal including:
  - o Test all pumps and visible water lines
  - o North Catchment, Confirm water flow from inground cistern to the surface tank (water tower) and from the surface tank to the south cisterns.
  - o South Catchment, Confirm water flow from the north cisterns to the south inground cisterns.
  - o South Catchment, Confirm water flow from the south inground cisterns to the irrigation system.

Hourly breakdown by employee classification for Item 1 tasks:

- Principal Landscape Architect – 4 hours at \$165.15 - \$660.60
- Landscape Architect – 12 hours at \$121.89 - \$1,462.68
- Services provided by A&S Enterprises - \$13,806.00 (see attached proposal)
- Total - \$15,929.28

2. Prepare final construction documents for the renovation of the cistern system and provide bidding and construction phase services. These plans will include details that will be confirmed as part of Task 1. This information will be additional detail to the already completed analysis and renovation diagrams.

Item 2 tasks:

- Update the previously compiled construction plans to reflect conditions verified in Task 1.
- Prepare an estimate of probable construction costs.
- Review the plans with bidders.
- Review bids and prepare a recommendation of award.
- Provide three (3) site visits during construction to review the installation.
- Prepare a final acceptance certificate.
- Prepare record drawings of the system.

Hourly breakdown by employee classification for Item 2 tasks:

- Principal Landscape Architect – 8 hours at \$165.15 - \$1,321.20
- Landscape Architect – 24 hours at \$121.89 - \$2,925.36
- Total - \$4,246.56

3. Prepare bidding and construction phase services for the park irrigation renovation. This task includes supporting the City on the bidding/pricing, and construction observation services for the renovation of the Park irrigation system.

Item 3 tasks:

- Bidding support services:
  - o Prepare a bid form based on the construction cost estimate.
  - o Prepare a narrative of the scope of work and other documentation to be included in the bid package.
  - o Attend a pre-bid meeting and prepare any addenda.
  - o Review bids and provide a recommendation of award.
  - o Attend a pre-construction meeting, six (6) progress meetings during the construction, a substantial completion review, a final acceptance review, and a 11-month warranty review meeting.
  - o Review and respond to contractor requests for information, submittals, and pay applications.
  - o Prepare change orders as necessary.
  - o Prepare record drawings.

Hourly breakdown by employee classification for Item 3 tasks:

- Principal Landscape Architect – 30 hours at \$165.15 - \$4,954.50
- Landscape Architect – 60 hours at \$121.89 - \$7,313.40
- Total - \$12,267.90

We would propose hourly not-to-exceed fees for the work as detailed in the consultant agreement with the City of Santa Fe. These fees will be payable upon presentation of a monthly statement (for the hours completed per task) as design progress:

- a. For items 1-2 above: an hourly not-to-exceed amount of \$32,443.74 not including tax - \$34,917.58 including 7.625% GRT

Our monthly statements would reflect the hours completed per the tasks indicated in items 1-3 above.

If the overall scope of work were to change substantially for the project (i.e., by more than 10%), we would appreciate your consideration of a renegotiation of our fee. Please let us know if these terms meet with your approval.

Thank you again for thinking of us for this exciting project for the Santa Fe Railyard Park. We will enjoy consulting with you and the Department in the months to come.

Yours truly,  
Pland Collaborative

A handwritten signature in black ink, appearing to read "Gregory Miller". The signature is fluid and cursive, with the first name "Gregory" written in a larger, more prominent script than the last name "Miller".

Gregory A. Miller, FASLA  
Principal Landscape Architect



106 Roehl Rd NW  
Albuquerque, NM 87107  
OFFICE: (505) 922-1196  
PHONE: (505) 916-7470  
E-MAIL: Bryan@asenm.com  
[www.asenm.com](http://www.asenm.com)

PROJECT: **Santa Fe Railyard Pre Commissioning**  
BID DATE: **April 15, 2024**  
TIME: **N/A**

## Proposal

ATTN: Gregory Miller  
OF: Principal Landscape Architect  
ADDRESS: 600 1st St. NW, Suite 100  
Albuquerque, NM 87102

PHONE: 505.268.2266, Ext #102  
FAX: \_\_\_\_\_  
MOBILE: 505.400.5906  
E-MAIL: [gmiller@plandcollab.com](mailto:gmiller@plandcollab.com)

100% Payment and Performance Bond for the amount of this bid can and will be furnished, if requested: Yes x No \_\_\_\_\_

NM Contractors License No. 380956 Classification EE98 Addenda No's N/A are acknowledged.

NMDOL Contractor Registration # 17584220150713 Issue Date: 7/13/2023 Expiration Date: 7/13/2025

We offer the following prices, firm for 30 days from bid date.

For performance of work and furnishing material for the Santa Fe Railyard Pre Commissioning as follows:

As per Plans Sheets/Specification

<b>Bid Item Mobilization</b>	<b>\$ -</b>
<b>Pre Commissioning</b>	<b>\$ 13,806.00</b>
<b>Bond 3% of total bid if required</b>	<b>\$ -</b>

--CLARIFICATIONS OF BID--

### INCLUDED IN OUR BID

- 1 - Test all Pumps and visible water lines
- 2 - **North Catchment**, Confirm water flow from inground Cistern to surface tank, Surface tank to south Cisterns
- 3 - **South Catchment**, Confirm water flow from North Surface tank to South inground Cisterns
- 4 - **South Catchment**, Confirm water flow from South inground Cisterns to Irrigation system
- 5 -

NOT INCLUDED IN OUR BID

- 1 - Bond Premium Fee
- 2 - Hold Harmless Clause Premium Cost
- 3 - Temporary Electric Facilities, Pitch Pans, and Flashings
- 4 - Low Voltage Systems (see inclusions for Infrastructure)
- 5 - Painting or Carpentry
- 6 - Formed Concrete/Rebar or Precast Manholes or Handholes
- 7 - Cutting, Removal, or Replacement of Concrete, Asphalt, or Architectural Surfaces, Trenching, Excavating and Backfill
- 8 - Fire Rated Enclosures for Ceiling Light Fixtures
- 9 - Additional Ceiling Supports Which May Be Required for Recessed, Lay-in, or Surface Mounted Fixtures
- 10 - Cost of Hauling Trash of From Jobsite; Supplying or Dumping Job Dumpster, Asbestos abatement
- 11 - Control Wiring Not Shown on "E" Drawings
- 12 - Dewatering and Landscaping
- 13 - Utility (Power & Telephone) Service and Line Extension Charges
- 14 - Temporary Protection for Roof
- 15 - Seismic Design other than Standard Manufacturer's Catalog and Installation Information
- 16 - ALL Materials and/or Installation Stated as Provided by Owner per Drawings or Addenda
- 17 - Temporary power
- 18 - Flow Meter, Pressure switch
- 19 - Chlorine analyzer, Scales and pumps
- 20 - Booster pump skid and control panel
- 21 - Taxes
- 22 - Buy American materials cost
- 23 - ALL Materials and/or Installation Stated as Provided by Owner per Drawings or Addenda
- 24 - Allowances
- 25 - Ar Conditioning unit, Exhaust fans and heaters
- 26 - Material / electrical equipment expediting charges
- 27 - Asbestos abatement, special disposal,
- 28 - Down well Pump Cable
- 29 - Cathodic Protection
- 30 - Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

NAME OF BONDING COMPANY Western Surety Company

NAME OF LOCAL AGENT Menicucci Insurance Agency

PHONE (505) 883-3683

By \_\_\_\_\_

*Bryan Abeyta*



# 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: 3203794 Procurement # (RFP/ITB# If any):

Contractor: Pland Collaborative (Formerly MRWM Landscape Architects)

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

Description/Title: Provide the City of Santa Fe with Landscape Architectural Services to Aid in the Assessment and Rehabilitation of the Railyard's Irrigation and Water Harvesting Systems.

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

Term Start Date: 04/12/2023 Term End Date: 06/30/2026 Total Contract Amount: 36,669.59

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

Contract / Lease: 3203794

1.b Amendment #: 1 to the Original Contract/Lease # 3203794

Increase/(Decrease) Amount \$: 32,443.74

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: Amending Scope of Work and Adding Compensation

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

#### 3. Procurement History: CES 19-01B-C108-ALL

Jordan Lovato Montano

Purchasing Officer Review:

Comment & Exceptions: add funding & extend term

Jun 14, 2024

Date:

#### 4. Funding Source: Railyard 515

Andy Hopkins

Budget Officer Approval:

Comment & Exceptions:

Org / Object: 5156001/572960

Jun 14, 2024

Date:

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

Grants Administrator Approval:  Date

Staff Contact who Completed This Form: Josh Bohlman

Phone #: 505-955-5932

To be recorded by City Clerk:

Clerk #

Email: jbohlman@santafenm.gov

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date

# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Pland Collaborative

**Procurement/contract Title:** Railyard Water Harvesting and Irrigation

**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:** Public Works/Facilities Div. **Staff Name:** Josh Bohlman

## 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 type="checkbox"/>	<input checked="" 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"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<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 type="checkbox"/>	<input checked="" 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 page, and items to be purchased)**

**Horizon Declination or Screenshot of [horizonsofnewmexico.org/services.html](https://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 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"/>

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

**BAR**

**FIR**

**Certificate of Insurance (srvs)**

Josh Bohlman *Joshua Bohlman*

Department Point of Contact

Regina Wheeler *RW*

Department Director

*JoAnn Lovato Montano*

Chief Procurement Officer

ITT Representative

Project Administrator

Title

6/11/24

Date

Date

Jun 14, 2024

Date

Title

Date



**CITY OF SANTA FE GENERAL SERVICES CONTRACT****Rehabilitation of the Railyard Park's Irrigation and Water Harvesting Systems**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **MRWM Landscape Architects** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**1. **Definitions**

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

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

C. "You" and "your" refers to **MRWM Landscape Architects**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work using Cooperative Educational Services (CES) Agreement #19-01B-C108-ALL. MRWM Landscape Architects will provide detailed Construction Documents for the renovation, repair, and upgrade work of the Santa Fe Railyard Park Irrigation and Water Harvesting Systems along with Construction Administration Services throughout the bidding and construction phases of this work.. See attached proposal from MRWM marked "Exhibit A" attached hereto and made a part thereof.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Hourly breakdown by employee classification for item 1 tasks		\$14,430.70
02 Hourly breakdown by employee classification for item 2 tasks		\$19,601.40

The total compensation under this Agreement shall not exceed **\$36,669.59** including New Mexico gross receipts tax.

4. **Payment Provisions**

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

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30, 2026**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## 7. **Termination**

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

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

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

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

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

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

## 8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and,

during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with



the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

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

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

### 33. **Insurance**

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

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

**B. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

### 34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any

and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

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

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

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

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

or,

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

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or

interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City:  
Tim Farrell, Property Development Manager  
City of Santa Fe, Facilities Division  
2651 Siringo Road, Building E Santa Fe, NM 87505  
P.O. Box 909  
Santa Fe, NM 87504  
505-490-1659  
tgfarrell@santafenm.gov

To the Contractor:  
Gregory A. Miller, FASLA Principal, Landscape Architects,  
Morrow Reardon Wilkinson Miller, Ltd. 1102 Mountain Rd.  
NW, Suite 201  
Albuquerque, NM 87102  
505-268-2266

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

To the Contractor:  
Gregory A. Miller, FASLA Principal Landscape Architects Morrow  
Reardon Wilkinson Miller, Ltd.  
1102 Mountain Rd. NW, Suite 201  
Albuquerque, NM 87102  
505-268-2266

42. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:  
MRWM Landscape  
Architects

John Blair  
John Blair (Apr 12, 2023 13:20 MDT)

JOHN W. BLAIR, CITY MANAGER

Gregory A. Miller

GREGORY A MILLER, FASLA  
PRINCIPAL LANDSCAPE ARCHITECT

DATE: Apr 12, 2023

DATE: 12/13/22  
CRS# 01164461003  
Registration # 22518

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELIC, *xiv*  
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Nov 30, 2022 10:20 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Apr 12, 2023 13:13 MDT)

EMILY OSTER  
FINANCE DIRECTOR

5156001/572960 AH  
Org./Orb <sub>AH</sub>

## EXHIBIT A

September 26, 2022



Mr. Sam Burnett  
Facilities Division Director  
Public Works Department  
1142 Siler Road  
Santa Fe, NM 87507

### **Re: Landscape Architectural consultation for; Santa Fe Railyard Park Irrigation Renovation Phase 1 Construction**

Mr. Burnett:

It has been a pleasure to work with you and the City of Santa Fe to prepare a review, analysis, and recommendations for the renovation of the irrigation system at the Railyard Park. It is my understanding that the City of Santa Fe would like to prepare a plan for the renovation of the system based on the findings and recommendations of the report. It is our understanding that the current available budget is targeted between \$300,000 and \$500,000. The preliminary construction documents will be compiled to indicate renovations that are anticipated to exceed the available construction budget, with the final plans for construction tailored to achieve the greatest amount of renovation improvements that can be accomplished within the budget. This effort will also allow the City of Santa Fe to identify needs for additional funding to accomplish additional phases of the renovation. The priorities of the renovation are as described below. We propose this scope to be conducted under the terms of our on-call contract for landscape architectural services. All services will be billed on an hourly basis. MRWM is very pleased to offer you the following services for the project:

### **SERVICES**

#### **1. Prepare construction documents for the repair and upgrade of the water harvesting system.**

##### **Item 1 tasks:**

- Prepare detailed construction documents, details, plan notes, and specifications for the modification of the system. We will submit plans for review by the City at 65%, 95%, and final for construction plan development stages. Specific items to be addressed in the plans include:
  - o Bring both north and south subsurface tanks into operational function.
  - o Replace or remove sensors, technical equipment, and mechanical equipment that is non-functional and complicates the function of the system
  - o Reconfiguring distribution piping so that harvested water can be used in the system that is currently supplied by the municipal water.
  - o Install new municipal water backup feed line to the south tanks.
  - o Address controllers to include reconfiguration, repair, or replacement.
- Prepare a cost estimate for the modifications.
- Conduct plan reviews with contractor(s) to perform the work under a public on-call procurement contract. It is our understanding that the project will utilize this contracting method due to the specialized nature of the construction. We will review contractor pricing and provide a recommendation of award to the City.
- Provide construction phase services to ensure design compliance. These services will include responses to contractor requests for information, review of submittals, preparation of any field changes or change orders, review of contractor pay applications, and attendance at on-site meetings. These meetings will include a pre-construction meeting, eight (8) progress meetings, substantial completion, final acceptance, and 11-month warranty review.
- Prepare record drawings of the as-built system modifications.

Hourly breakdown by employee classification for Item 1 tasks:

- Principal Landscape Architect – 30 hours at \$165.15 - \$4,954.50
- Senior Landscape Architect – 60 hours at \$121.89 - \$7,313.40
- Landscape Designer – 40 hours at \$54.07 - \$2,162.80
- Total - \$14,430.70

2. Prepare construction documents for renovations of the existing irrigation distribution and application system.

Item 2 tasks:

- Conduct a detailed review of the operating condition of all rotors, spray heads, bubblers, drip equipment, valves, and other equipment.
- Prepare detailed construction documents, details, plan notes, and specifications for the modification of the system to repair or replace any non-functioning equipment. The plans will also indicate reconfiguration of mainline and lateral piping to consolidate the distribution system. We will submit plans for review by the City at 65%, 95%, and final for construction plan development stages.
- Prepare a cost estimate for the modifications and identify the scope that can be accomplished within the available budget.
- Conduct construction pricing review and observation concurrent to these services being performed as noted in Task 1.

Hourly breakdown by employee classification for Item 2 tasks:

- Principal Landscape Architect – 40 hours at \$165.15 - \$6,606.00
- Senior Landscape Architect – 80 hours at \$121.89 - \$9,751.20
- Landscape Designer – 60 hours at \$54.07 - \$3,244.20
- Total - \$19,601.40

We would propose hourly not-to-exceed fees for the work as detailed in the consultant agreement with the City of Santa Fe. These fees will be payable upon presentation of a monthly statement (for the hours completed per task) as design progress:

- a. For items 1-2 above: an hourly not-to-exceed amount of \$34,032.10 not including tax - \$36,669.59 including 7.75% GRT

Our monthly statements would reflect the hours completed per the tasks indicated in items 1-2 above.

If the overall scope of work were to change substantially for the project (i.e., by more than 10%), we would appreciate your consideration of a renegotiation of our fee. Please let us know if these terms meet with your approval.

Thank you again for thinking of us for this exciting project for the Santa Fe Railyard Park. We will enjoy consulting with you and the Department in the months to come.

Yours truly,  
MORROW REARDON WILKINSON MILLER, LTD.

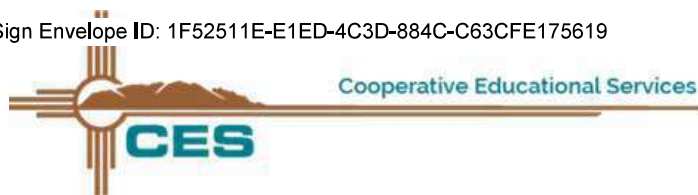


Gregory A. Miller, FASLA  
Principal Landscape Architect

## Schedule | 11/9/22

[illegible]





## Contract Award Letter

October 5, 2022

Morrow Reardon Wilkinson Miller, Ltd. Landscape Architects  
1102 Mountain Rd NW, Suite 201  
Albuquerque, NM 87102

Re: Contract Award for:

**2023-01-C123-ALL Category 1 - Lot 2, Landscape Architectural Design and Consulting Services**

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2023-01 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; is for Four (4) years beginning October 6, 2022 and expiring October 5, 2026, 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.

David Chavez  
Executive Director, Chief Procurement  
Officer  
Office: 505.344.5470



## **ACCEPTANCE OF PROPOSAL AND CONTRACT AWARD**

CES RFP NUMBER: 2023-01

RFP DESCRIPTION: Design Professional Services Category 1 - Lot 2, Landscape Architectural Design and Consulting Services

CES CONTRACT NUMBER: 2023-01-C123-ALL

### **CONTRACT**

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this October 6, 2022, to Morrow Reardon Wilkinson Miller, Ltd. Landscape Architects, with its principal office located at 1102 Mountain Rd NW, Suite 201, Albuquerque, NM 87102 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 signatories 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 an 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 contract term shall be for Four (4) years from the effective contract award date October 6, 2022 through October 5, 2026. 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, IFB 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 CES 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 CES Member/Participating Entity in accordance with CES 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 CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES 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

6. 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.



7. 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 CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

8. 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 CES 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 CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

9. 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.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

Morrow Reardon Wilkinson Miller, Ltd. Landscape Architects

David Chavez

Robert Loftis

Printed Name

Printed Name

By: David Chavez

By: Robert Loftis  
DocuSigned by:  
5589ED672705451...

Title: Executive Director

Title: Principal Landscape Architect

Date: 10/6/2022

Date: 10/25/2022

**ATTACHMENT A  
TO CONTRACT 2023-01-C123-ALL  
ACCEPTANCE OF PROPOSAL  
AND CONTRACT AWARD**

**GENERAL SCOPE OF WORK AND SPECIFICATIONS  
CES RFP 2023-01 Design Professional Services  
Category 1 - Lot 2, Landscape Architectural Design and Consulting Services**

**GENERAL**

This contract shall comply with the Procurement Code, 13-1-154.1 NMSA 1978 thresholds for on-call design professional services as follows:

Design fees for a single project shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000) and the contract term shall not exceed four (4) years or Seven Million Five Hundred Thousand (\$7,500,000) whichever occurs first.

**1. LANDSCAPE ARCHITECTURAL BASIC SERVICES**

Landscape architecture means the art, profession, or science of designing land improvements, including consultation, investigation, research, design, preparation of drawings and specifications and general administration of contracts to protect the health, safety, and welfare of the public. Nothing contained in the definitions stated herein shall be construed as authorizing a landscape architect to engage in the practice of architecture, engineering or land surveying as defined in Sections 61-15-2, 61-23-2 and 61.23.27. NMSA 1978.

Per NM Title 16-44-7, Offerors shall adhere to the Code of Professional Conduct for Landscape Architects as set forth in 16.44.7.8. CES requires that in the event of a dispute with a CES Member or Participating Entity, that the Offeror contact CES in lieu of the CES Member or Participating Entity. CES will make every effort to resolve any issues that may arise.

Additionally, firm(s) to provide services that may include, but are not limited to:

- a. Design of outdoor areas, landmarks, and structures to achieve environmental, social, or aesthetic outcomes.
- b. Investigation of and site planning, taking into consideration ecological and soil conditions and the design of interventions that will produce the desired outcome.
- c. Storm-water management, environmental restoration, parks, recreational areas.
- d. Visual resource management, green infrastructure planning and provisions.
- e. Sustainability of the project to include hard and soft planted materials.
- f. Technical expertise in the design, organization, and use of landscaped spaces,
- g. Preparation of plans, drawings, technical specifications, and project oversight.
- h. Preparing design impact assessments, conducting environmental assessments and audits, and familiarity with land use issues.

**2. PROJECT PHASES**

Each individual project's scope of work performed will be subject to the individual CES Member or Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their

project's goals, objectives and outcomes, and to assist them in developing, implementing, executing,

conducting and completing the identified project in the most cost effective and timely manner. The project phases may include, but is not limited to:

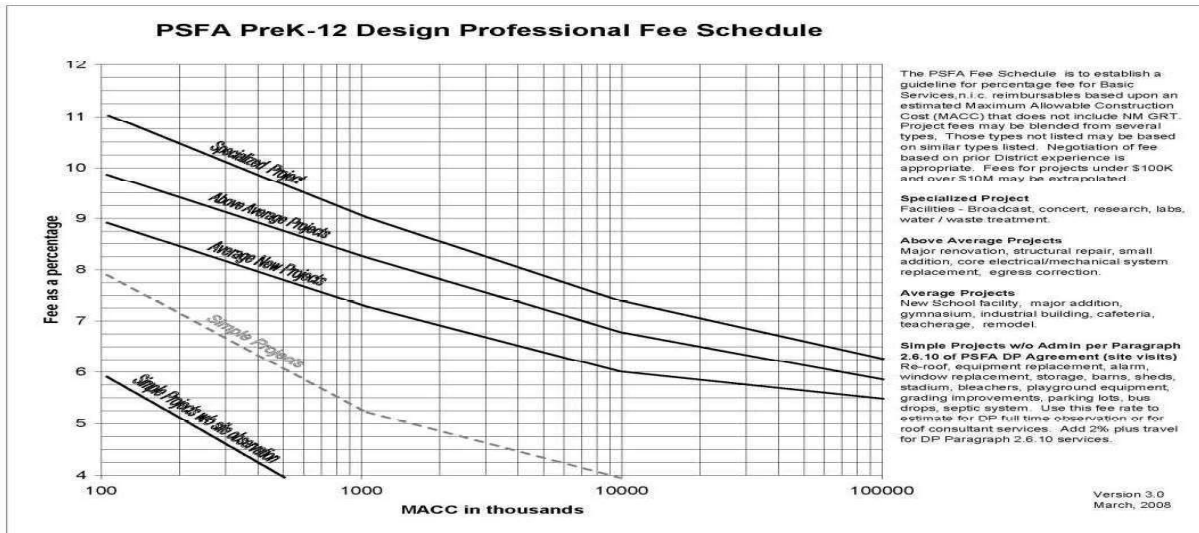
1. Programming phase;
1. Conceptual design and alignment studies;
2. Schematic design phase;
3. Design development phase;
4. Construction documents phase;
5. Procurement and/or bidding phase;
6. Construction phase;
7. Project acceptance and close-out;
8. Project 11-month warranty phase
9. CES Member/Participating Entity retainage of records

### 3. Fee Schedule for Professional Services:

Per the NM Procurement Code 13-1-124.Architect Rate Schedule, The Offeror shall utilize the State of NM architect rate schedule which shall set the highest permissible rates for each building type group, which shall be defined in the regulations for a project. The rate schedule shall be in effect upon the approval of the state board of finance and shall be in compliance with the State Rules Act and shall apply to all contracts between a CES Member (K-12) and the Offeror. The Offeror is encouraged to review and take into consideration the State guidelines layout in the New Mexico General Service rule (GSD 85-510), New Mexico Administrative Code 1-5-18.

### State of NM & Public-School Facilities Authority Architect Rate Schedule

Per the NM Procurement Code 13-1-124.Architect Rate Schedule



**4. Design Professional Licensure:** Offerors will have all the appropriate New Mexico licenses if they intend to perform and provide the services themselves. Copies of current licenses are required. The Offeror agrees to keep and ensure that any required licenses for it and any consultants for a project current and in compliance with New Mexico rules and regulations. It is the Offeror's responsibility to keep CES updated to any changes in licensure, or to provide copies of renewed licenses to keep the



procurement file up to date.

**5. Hourly Rate Schedule and Reimbursable Fees shall be submitted after Final Award Notice for the Contract File:**

The Offeror will furnish its proposed hourly rate schedule and Reimbursable Fees schedule that will become part of the Offeror's procurement file. The Hourly Rate Schedule must clearly state and identify any/all services and related services proposed in response to this solicitation with their associated costs, whether provided by the Offeror. The Offeror will maintain, keep current and provide copies of the approved hourly rate schedule to CES Agencies for audit purposes when preparing quotes. The Hourly Rate Schedule may be modified at contract renewal.

**6. Quote/Proposal for the Work for CES Member/Participating Entity:** When preparing a quote/proposal under a CES-awarded contract, the Offeror must clearly identify and break out services, deliverables, materials, and reimbursable expenses into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. Stated prices must include the CES one percent (1.25%) administrative fee.

**End of Category 1 / Lot 2 Scope of Work**



**ATTACHMENT B**  
**ACCEPTANCE OF PROPOSAL, OFFER,**  
**AND CONTRACT AWARD**  
**Design Professional Services**  
**Category 1 - Lot 2, Landscape Architectural Design and Consulting Services**

**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 1.25% 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.





## City of Santa Fe

Treasury Department

200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

## BUSINESS REGISTRATION

**Business Name:** MORROW REARDON WILKINSON

MILLER LTD.

DBA: MRWM

**Business Location:** 1102 MOUNTAIN RD NW SUITE 201

ALBUQUERQUE, NM 87102

**Owner:** GREGORY MILLER

**License Number:** 225187

**Issued Date:** August 17, 2023

**Expiration Date:** August 17, 2024

**CRS Number:** 01-164461-00-3

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

MORROW REARDON WILKINSON MILLER LTD.  
1102 MOUNTAIN RD NW SUITE 201  
ALBUQUERQUE, NM 87102

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**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2024

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 <b>HUB International Insurance Services (SOW)</b> 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: <b>Kimberly Chachere</b>	
	PHONE (A/C, No, Ext): <b>(505) 944-8414</b> FAX (A/C, No): <b>(505) 266-3500</b>	
	E-MAIL ADDRESS: <b>kimberly.chachere@hubinternational.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Sentinel Insurance Company, Ltd.</b>	<b>11000</b>
INSURED  <b>Morrow Reardon Wilkinson Miller, Ltd. dba Pland Collaborative</b> <b>600 1st NW, Suite 100</b> <b>Albuquerque, NM 87102</b>	INSURER B : <b>Nutmeg Insurance Co.</b>	<b>39608</b>
	INSURER C : <b>National Casualty Company</b>	<b>11991</b>
	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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		34 SBA II8001 SC	5/4/2024	5/4/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			34 UEC AC8744	9/14/2023	9/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34 SBA II8001 SC	5/4/2024	5/4/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	34 WEC AD4U6V	5/4/2024	5/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liability			JEO0002716	5/20/2024	5/4/2025	Limit 2,000,000
C	Prof Liability			JEO0002716	5/20/2024	5/4/2025	Aggregate 2,000,000

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

RE: Santa Fe Railyard Irrigation Renovation - Phase 1;

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe  
1142 Siler Road  
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










# 5. Amendment\_Pland\_RYDWaterHarvesting-Signed Packet 6 12 24 (1)

Final Audit Report

2024-06-20

Created:	2024-06-14
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR8XR3ZHPH_xpw_CY4ueKLKfUVFHCU6io

## "5. Amendment\_Pland\_RYDWaterHarvesting-Signed Packet 6 12 24 (1)" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2024-06-14 - 5:13:33 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2024-06-14 - 5:20:09 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-06-14 - 5:41:30 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2024-06-14 - 5:43:02 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2024-06-14 - 5:43:09 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2024-06-14 - 6:36:26 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)  
Signature Date: 2024-06-14 - 6:43:11 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2024-06-14 - 6:43:15 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2024-06-19 - 10:24:16 PM GMT- IP address: 104.47.64.254



Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-06-19 - 10:54:47 PM GMT - Time Source: server- IP address: 73.98.86.84



Document emailed to jwblair@santafenm.gov for signature

2024-06-19 - 10:54:51 PM GMT



Email viewed by jwblair@santafenm.gov

2024-06-20 - 4:05:26 PM GMT- IP address: 104.47.65.254



Signer jwblair@santafenm.gov entered name at signing as John Blair

2024-06-20 - 4:05:42 PM GMT- IP address: 74.85.99.18



Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2024-06-20 - 4:05:44 PM GMT - Time Source: server- IP address: 74.85.99.18



Agreement completed.

2024-06-20 - 4:05:44 PM GMT

**Signature:**   
XAVIER VIGIL (Jun 20, 2024 16:37 MDT)

**Email:** xivigil@santafenm.gov

# 24-0405 Pland Collaborative

Final Audit Report

2024-06-21

Created:	2024-06-20
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAml-ey5dZeUrbOiFmX7wKWxvmqYwt9ZU0

## "24-0405 Pland Collaborative" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-06-20 - 10:35:58 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)  
Signature Date: 2024-06-20 - 10:37:52 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
2024-06-20 - 10:37:55 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
2024-06-21 - 2:27:14 PM GMT- IP address: 174.231.18.187
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
Signature Date: 2024-06-21 - 2:27:36 PM GMT - Time Source: server- IP address: 174.231.18.187
-  Agreement completed.  
2024-06-21 - 2:27:36 PM GMT