





# City of Santa Fe, New Mexico


## Memorandum




**DATE:** July 30, 2024

**TO:** John Blair, City Manager   
John Blair (Sep 9, 2024 09:37 MDT)

**VIA:** Randy Randall, Interim Community Development Director   
Randy Randall (Aug 1, 2024 13:27 MDT)

**FROM:** Karen Iverson, MRA Director   
Karen Iverson (Aug 1, 2024 10:47 MDT)

**Post Review and Approval by Regina Wheeler**   
RW (Aug 8, 2024 17:38 MDT)

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**ACTION:**

Request Approval of a Professional Services Contract with Pland Collaborative, Landscape Architecture and Planning in the Total Amount of \$199,834.05 for master planning services to create a Midtown Metropolitan Redevelopment Designation Report and Plan; Karen Iverson, kriverson@santafenm.gov.

**BACKGROUND AND SUMMARY:**

Recognizing the need to identify funding sources to implement the Midtown Master Plan, the strategies contained within the Midtown Community Development Plan include advancing legislation to create a Metropolitan Redevelopment Area for the Midtown LINC overlay district. Additionally, Resolution 2022-12, adopted February 23, 2022 directed the City Manager to proceed with making recommendations to the Governing Body regarding the use of a MRA and/or a TIDD for the Midtown District.

This contract will engage a consultant team who will create a Midtown Metropolitan Redevelopment Designation Report and Midtown Metropolitan Redevelopment Plan in accordance with New Mexico State Statute Chapter 3 Article 60A. This designation report and plan will enable the City to apply for tax increment financing and secure an ongoing recurring source of funding to implement the vision in the Midtown Plans. The consultant team includes local planning firm, MRWM (dba Pland) and SB Friedman, a national expert in tax increment finance and redevelopment finance.

Services are expected to be delivered within fifteen months from the date of execution. Deliverables include a Designation Report, Metropolitan Redevelopment Plan, and Tax Increment Projections.

**PROCUREMENT METHOD:**

The procurement method is CES Contract # 2023-01-C123-ALL which expires on October 5, 2026.

**FUNDING SOURCE:**

**Project Ledger ID:** MTC245250D-Engsvcs  
**Fund Name/Number:** MidTownPro/525  
**Munis Org Name/Number:** 5250610/MTC CAPPRJ  
**Munis Object Name/Number:** 572960/WIP DESIGN

**ATTACHMENTS:**

- Contract
- Proposal
- CES Contract
- Business License
- Certificate of Insurance
- Summary of Contracts
- Procurement Checklist

CITY OF SANTA FE  
PROFESSIONAL SERVICES 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 Morrow Reardon Wilkinson Miller, Ltd. (dba Pland Collaborative), hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

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

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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

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

Contractor shall provide master planning services to create a Midtown Metropolitan Redevelopment Designation Report and Midtown Metropolitan Redevelopment Plan in accordance with New Mexico State Statute Chapter 3 Article 60A. The proposed plan area is generally bound by St. Michaels Dr, St Francis Dr, Cerrillos Rd, and Siringo Rd (“Study Area”). Contractor shall provide all services needed to complete the Designation Report and Plan including but not limited to demographic data analysis, GIS analysis, physical condition survey, community engagement, graphic design, real estate market analysis, tax increment finance projection, community engagement, community survey, meeting coordination, graphic design and illustration.

**TASK 1: Project Kick-Off and Ongoing Coordination.** Contractor shall review the Midtown Master Plan, Community Development Plan, Midtown LINC, and other related documents prior to a formal kickoff meeting with the Metropolitan Redevelopment Agency. Contractor shall develop project schedule with key milestones, communication protocol to clarify and streamline the decision-making and approval process. Contractor shall coordinate bi-weekly virtual project coordination meetings and identify the appropriate meeting participants. Contractor shall request a list of existing records, data, and graphics from the City. Contractor shall create talking points to describe this project, including the Metropolitan Redevelopment Plan and Designation Report and how they build upon the existing Midtown Master Plan, and clearly delineate the purpose of each. Task 1 deliverables include meeting agendas, meeting minutes, project schedule, communication protocol, and project talking points.

**TASK 2: Existing Conditions Assessment and Metropolitan Redevelopment Area (“MRA”) Designation Report.** Leveraging previous studies, reports, and the Midtown Master Plan/Community Development Plan,

Contractor shall assess the physical, demographic, and policy conditions of the Study Area and surrounding neighborhoods. Contractor shall develop a detailed community profile using demographic and economic data, alongside information obtained through conducting a thorough site assessment. This assessment will describe historical development patterns, infrastructure, landscape, land uses, mobility, and connectivity, among other factors. Contractor shall use a geolocated field app to document and map existing conditions in the field. Findings will be consolidated into a report highlighting key discoveries, accompanied by illustrative maps. Additionally, the data will be provided to the City as an ArcGIS shapefile.

Contractor shall draft an MRA Designation Report based on the work accomplished by the City and building upon the existing Midtown Master Plan/Community Development Plan. The MRA Designation Report will assess and justify the designation of the project area as a Metropolitan Redevelopment Area under relevant New Mexico state statute. This report will include a detailed analysis, findings, and justification regarding the conditions within the proposed area and the need for redevelopment efforts. Task 2 Deliverables include an existing condition summary memo with key findings, an assessment map with key findings, ArcGIS shapefiles, and an MRA Designation Report. The MRA designation report shall include an introduction, area description, key findings, and justification for designation. Contractor shall provide up to two rounds of edits to the MRA Designation Report.

**TASK 3: Market Assessment.** Contractor shall conduct an analysis of existing real estate market conditions to establish an understanding of baseline conditions for residential, office, retail/restaurant and hospitality uses. The goal of the analysis will be to quantify the near-term development potential in the Midtown area based on historic development patterns, recent regional and national development trends and anticipated demographic and employment shifts in the region. Contractor shall conduct interviews with local developers, property owners, and real estate professionals. Contractor shall prepare maps and charts evaluating key market indicators. Task 3 Deliverables include a market analysis briefing book that provides an overview of near-term market absorptions and the potential for development within the Study Area.

**TASK 4: Community Engagement.** Contractor will host six (6) community meetings (three (3) in-person meetings and three (3) virtual meetings), as well as two (2) community surveys. Contractor shall create meeting announcements, agendas, materials, visuals, input collection mechanisms, and provide all technological audio/visual needs. City shall print and mail announcements as needed and provide meeting space. It is envisioned that meetings would occur during Tasks 2, 5, and 6. Contractor shall create and maintain a basic website to project information and solicit community input. Task 4 Deliverables include meeting announcements, flyers, and social media posts, meeting agenda and materials, a website, and meeting summaries including key findings to inform the project outcomes. For the two surveys, deliverables included a draft and final survey, raw survey results and tabulated/summarized survey results.

**TASK 5: Visioning & Development Concepts.** Building upon the existing Midtown Master Plan and Community Development Plan, Contractor shall craft a vision and articulate goals, priorities, and strategies for the district. Contractor shall develop a minimum of six (6) visioning graphics that capture the overall vision. Visioning graphics will visually represent the proposed revitalization efforts. Task 5 deliverables include a district vision, goals, and strategies and a minimum of six visioning graphics. City will have the opportunity to request two rounds of edits to all deliverables.

**TASK 6: MRA Plan.** Consultant will develop an MRA plan outlining the goals, objectives, strategies, and actions to revitalize the Study Area, based on outcomes from Task 5. This plan will summarize outcomes from previous tasks including land use, zoning, infrastructure improvements, affordable housing, economic development incentives, and community amenities. The plan will also outline potential programs and tools that can be used to support affordable housing, workforce development, and other policy goals. The plan will offer a balance of text and graphics to present

complex information in a visual format. The plan will include an “Executive Summary” that will provide a brief district overview and outline the plan’s vision, major goals, and overall recommendations. Task 6 deliverables includes three rounds of the plan: a draft plan for public review, a draft plan of governing body adoption, and a final plan. City shall have the opportunity to request two rounds of edits to each version.

**TASK 7: Financial Projections & Technical Tax Increment Finance (TIF) Projections and Plan.** Contractor shall prepare a technical TIF feasibility study that can be submitted to the State to create a TIF district. The TIF Plan will include the following:

1. Outline the goals and objectives of the MRA;
2. Forecast of projected GRT and property tax revenues that can be generated through tax increment financing;
3. Quantification of the investment needed to support infrastructure improvements and development projects identified in the plan;
4. High-level budget that can be used to implement the goals and objectives of the plan and is supported by projected revenues;
5. Summary of the team’s methodology; and
6. Identification of other public resources that can be used to support redevelopment efforts.

Contractor acknowledges that the requirements from the State for a TIF plan have not been established. Contractor shall be flexible and provide required elements, within reason. The City will separately contract with a third-party engineering firm to provide cost estimates for specific infrastructure improvements. Task 7 deliverables include a technical memo, a visual finance concept plan, TIF projections.

ALL TASKS. Contractor shall provide all word, excel, ArcGIS, and Adobe InDesign files associated with all Tasks prior to receiving final payment. In Design files shall include all fonts, photos, and other linked files.

## **2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Redevelopment Master Planning Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

## **3. Compensation**

A. The City shall pay the Contractor for services satisfactorily performed based upon the percentage of completion by task according to Exhibit A. Such compensation shall not exceed One Hundred Eighty-Five Thousand Six Hundred and Seventy-Six Dollars and Twenty Four Cents (\$185,676.24) -, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling 7.625% of the total fees (\$14,157.81) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed AMOUNT \$199,834.05. 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. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

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

E. 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.

**F. Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

#### **4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **fifteen (15) months from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

#### **5. Termination**

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) 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 6, "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.*

## **6. 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.

## **7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing professional planning 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.

## **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 13 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 13 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 13 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 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 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 5 herein, or to agree to the reduced funding.

**15. Entire Agreement.**

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

**16. 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 Extension Services Agreement [2023-01-C123-ALL], and through this language hereby incorporates this agreement 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. Professional Liability Insurance**

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

**22. 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 or 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.

**23. 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.

**24. 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. If 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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:  
Karen Iverson  
PO Box 909  
Santa Fe NM 87504  
kriverson@santafenm.gov

To the Contractor:  
Brian Verardo, President  
Morrow Reardon Wilkinson Miller, Ltd. (dba Pland Collaborative)  
600 1<sup>st</sup> Street NW, Suite 100  
Albuquerque, NM 87102  
bverardo@plandcollab.com

**29. 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 a binding contract.

### **30. Non-Collusion**

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

### **31. Default/Breach**

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

### **32. Equitable Remedies**

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

### **33. Default and Force Majeure**

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

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

CITY OF SANTA FE:

CONTRACTOR:

*John Blair*  
John Blair (Sep 11, 2024 14:04 MDT)

*Brian Verardo*  
Brian Verardo (May 20, 2024 15:24 MDT)

JOHN BLAIR, CITY MANAGER

BRIAN VERARDO, PRESIDENT

DATE: May 20, 2024

CRS#: 01-164461-00-3 \_\_\_\_\_

Registration #: L1503486896 (NM Resident Business Certificate Number)

ATTEST:

*xxxxx*

GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

*Patricia Feghali*  
Patricia Feghali (May 20, 2024 15:56 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*

FINANCE DIRECTOR

EXHIBIT A

Hourly breakdown (CES direct labor rates)\*:

Task	Rate	Total Hours	Task Total
<b>TASK 1: Project Kickoff and Ongoing Coordination</b>			
Principal Planner	\$151.90	22	\$3,341.80
Planner 2	\$93.10	42	\$3,910.20
SB Friedman	Various	28	\$7,930
<b>Task 1: Sub-total</b>			<b>\$15,182.00</b>

<b>TASK 2a: Existing Conditions Assessment</b>			
Principal Planner	\$151.90	28	\$4,253.20
Planner 2	\$93.10	38	\$3,537.80
Planner 1	\$78.40	16	\$1,254.40
SB Friedman	Various	28	\$6,800
<b>Task 2a: Sub-total</b>			<b>\$15,845.40</b>

<b>TASK 2b: Designation Report</b>			
Principal Planner	\$151.90	28	\$4,253.20
Planner 2	\$93.10	34	\$3,165.40
<b>Task 2b: Sub-total</b>			<b>\$7,418.60</b>

<b>TASK 3: Market Assessment**</b>			
SB Friedman	Various	182	\$43,670
<b>Task 2b: Sub-total</b>			<b>\$43,670</b>

<b>TASK 4: Community Engagement</b>			
Principal Planner	\$151.90	28	\$4,253.20
Planner 2	\$93.10	44	\$4,096.40
Planner 1	\$78.40	24	\$1,881.60

Task	Rate	Total Hours	Task Total
SB Friedman	Various	24	\$7,380
<b>Task 4: Sub-total</b>			<b>\$17,611.20</b>

#### TASK 5: Visioning & Development Concepts

Principal Planner	\$151.90	40	\$6,076.00
Landscape Designer 2	\$88.20	24	\$2,116.80
Planner 2	\$93.10	24	\$2,234.40
SB Friedman	Various	23	\$6,390
<b>Task 5: Sub-total</b>			<b>\$16,817.20</b>

#### TASK 6: MRA Plan

Principal Planner	\$151.90	24	\$3,645.60
Planner 2	\$93.10	24	\$2,234.40
SB Friedman	Various	54	\$13,190
<b>Task 6: Sub-total</b>			<b>\$19,070.00</b>

#### TASK 7: Financial Projections and Technical TIF Study\*\*

SB Friedman	Various	96	\$37,280
<b>Task 6: Sub-total</b>			<b>\$37,280</b>

#### Travel Expenses

SB Friedman			\$2,750
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<b>Subtotal (not including NMGRT)</b>			<b>175,644.4</b>
8% markup from Pland on SF Friedman Fees ONLY			\$ 10,031.20
<b>Subtotal all Feeds and Expenses (not including NMGRT)</b>			<b>\$185,675.60</b>
NMGRT @ 7.625%			\$ 14,157.76

<b>Task</b>	<b>Rate</b>	<b>Total Hours</b>	<b>Task Total</b>
<b>Grand Total (with NMGRT)</b>			<b>\$199,833.36</b>

\* All proposed work is considered direct labor; no indirect labor will be necessary for the scope of this work.

\*\*Task accomplished by Sub-Consultant. See Sub-Consultant's fee breakout above.



July 30, 2024

Karen Iverson, Director,  
Metropolitan Redevelopment Agency,  
City of Santa Fe

**RE: METROPOLITAN REDEVELOPMENT PLAN SERVICES**

Dear Ms. Iverson:

We are thrilled to have the opportunity to present this proposal for planning services aimed at crafting a Metropolitan Redevelopment Plan and associated documentation to facilitate the designation the Santa Fe Midtown Area as a Metropolitan Redevelopment Area (MRA).

Understanding the significance of this project, we will conduct a thorough assessment of the project area, exploring the existing infrastructure and development patterns, demographics, and policy dimensions of the project area. This comprehensive analysis will thoroughly examine the physical and regulatory framework, providing insights into opportunities and constraints. We are committed to incorporating previous planning efforts in the Midtown area, ensuring alignment with broader community goals, specifically the Midtown Master Plan. Central to our approach is a Market Assessment designed to illuminate existing market conditions and future development potential. This analysis will serve as the basis for financial projections and a technical TIF study, through which we can understand the potential revenue streams generated by the MRA district and their ability to finance public improvements and development projects.

Ultimately, our objective is to deliver a Final MRA plan that identifies a clear vision and goals for the district and provides a roadmap for implementation, building upon the existing Midtown Master Plan. We are dedicated to crafting a plan that reflects the community's aspirations while addressing the practicalities of redevelopment with a predictable roadmap and tools for successful implementation.

We understand all work will be completed in accordance with our Cooperative Education Services (CES) Contract (#2023-01-C123-ALL), including applicable discounted hourly CES rates.

**Task 1: Project Kick-Off and Ongoing Coordination**

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We propose to initiate our work with a project kick-off meeting. During this meeting with the City of Santa Fe Metropolitan Redevelopment Department, we will discuss the project scope, milestones, and deliverables and confirm the project schedule. We will also identify key project stakeholders and develop a communication protocol to clarify and streamline the decision-making and approval process. As part of this task, we will schedule bi-weekly virtual project coordination meetings and identify the appropriate meeting participants. Finally, we will request



a list of existing records and drawings (GIS data, aerial photography, construction documents, etc.) from the City to assist in developing project deliverables moving forward.

During this phase of work, we will also create talking points to describe this project, including the Metropolitan Redevelopment Plan and Designation Report, how they built upon the existing Midtown Master Plan, and clearly delineate what each is, what purpose it serves, and what they are not. We will also collaborate with the Metropolitan Redevelopment Agency to identify related projects and how they complement this project.

**Task 1 Deliverables:**

- Meeting Agendas.
- Schedule with milestones and deliverables.
- Communication & approval protocol.
- Meeting Minutes.
- Talking points to describe the project.

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**TASK 2a: Existing Conditions Assessment**

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Our team will kickstart this phase of the project by requesting existing records. Leveraging previous studies, reports, and the Midtown Master Plan, we'll gain comprehensive insights into the current state and objectives for the Midtown area. Our assessment will cover physical, demographic, and policy dimensions, with a close examination of the regulatory framework's impact on revitalization efforts.

We'll compile a detailed community profile using demographic and economic data, alongside information obtained through conducting a thorough site assessment. This assessment will delve into development patterns, infrastructure, landscape, land uses, mobility, and connectivity, among other factors. To gather accurate data, we'll utilize a field app for geolocated data points.

The findings will be consolidated into a report highlighting key discoveries, accompanied by illustrative maps. Additionally, the data will be provided to MRA as an ArcGIS shapefile. This task aims to grasp community goals, capacities, opportunities, and constraints, laying the groundwork for informed recommendations.

**Task 2a Deliverables:**

- Existing Conditions summary report and key findings.
- Assessment maps identifying assessment findings.
- ArcGIS shapefiles.

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**Task 2b: Designation Report**

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Task 2b will be completed in tandem with Task 2a. As part of Task 2b, our team will develop an MRA Designation Report based on the work accomplished by the Metropolitan Redevelopment Department and building upon the existing Midtown Master Plan. The MRA Designation Report will assess and justify the designation of the project area as a Metropolitan Redevelopment Area under relevant New Mexico state laws. This report will include a detailed analysis, findings, and justification regarding the conditions within the proposed area and the need for redevelopment efforts.

The report will include the following elements, which will be developed with the MRA Plan.

1. **Introduction:** Purpose and background of the plan and plan area. An overview of New Mexico State requirements related to establishing an MRA district.
2. **Metropolitan Redevelopment Area District Description:** This section describes the proposed MRA district boundaries and provides an overview of its physical, economic, and social characteristics.
3. **Summary of Analysis and Key Findings:** This section summarizes the area assessment and key findings, specifically how they relate to the State Requirements for an MRA Designation.
4. **Justification for Designation:** Based on the findings and analysis, this section will include a rationale for designating the area as a Metropolitan Redevelopment Area responding to the State Designation criteria.

As part of the report's development, we will schedule a public meeting to introduce the overall project, the Designation Report, and the MRA Plan. We will utilize the talking points to underscore the overall project purpose, the purpose of the Designation Report and MRA plan purpose, what they are trying to accomplish, and what they are not. We will provide a project timeline and identify future opportunities for community input. We will have one (1) virtual and one (1) in-person meeting to kick off the project and discuss the Designation Report as a first step in the project process. We will also tie in any other past and future projects that have either informed this plan or will complement this project.

A Draft Designation Report will be provided to the Metropolitan Redevelopment Agency at the end of this task. Comments and feedback will be incorporated, and a revised, final Designation Report will be shared with the City.

**Task 2b Deliverables:**

- Public Meeting Invite & Presentation.
- Draft Designation Report.
- Public Meeting Summary.

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**TASK 3: Market Assessment**

SB Friedman will conduct an analysis of existing market conditions to establish an understanding of baseline conditions for residential, office, retail/restaurant and hospitality uses.

The goal of the analysis will be to quantify the near-term development potential in the Midtown area based on historic development patterns, recent regional and national development trends and anticipated demographic and employment shifts in the region. SB Friedman will prepare maps and charts evaluating key market indicators. SB Friedman's work will encompass:

Assessment of demographic and economic trends, including but not limited to:

- Population change.
- Employment change.
- Existing housing counts and tenure.
- Key economic sectors driving growth in the region and Midtown.

Real estate supply trends analysis, including but limited to:

- Inventory of existing real estate (overall competitive supply), recent development activity and anticipated supply pipeline;
- Market rents, occupancy, and rates of absorption; and
- Recent development typologies.

As part of the market assessment work, SB Friedman's team will travel out to Santa Fe for a site visit and area tour to learn about Midtown and understand its position within Santa Fe and the larger region. SB Friedman will also use the trip as an opportunity to conduct interviews with key informants, including local economic development staff, brokers and developers active in Midtown to better understand market conditions.

The analysis will be synthesized to provide an overview of the near-term market momentum and potential for development in the Midtown MRA.

**Task 3 Deliverables:**

- Market analysis briefing book.
- Existing market conditions maps and charts.

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**TASK 4: Community Engagement**

As part of this task, we will host six (6) community meetings (three (3) in-person meetings and three (3) virtual meetings), as well as two (2) community surveys.

The first community meetings (in-person and online) will be held as part of Task 2b and are described in Task 2b.

The second community meeting will be scheduled as part of Task 6 and will involve a visioning exercise to develop and confirm the goals and visions for the MRA district. Our team will provide an overview of the project and engage the community in an interactive visioning workshop to craft a vision and identify priorities for the district. The results of this meeting will inform the overall vision and recommendations of this project.

The third round of meetings will be held during Task 7 to present the draft plan and provide an opportunity for public input.

**Task 4 Deliverables:**

- Meeting announcements, flyers, and social media posts.
- Meeting agendas, format, location and or platform.
- Public meeting summaries with Key Findings to inform the project outcomes.

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**TASK 5: Visioning & Development Concepts**

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During this task, our team will collaborate with the community to craft a vision and identify priorities for the district (see Task 4), building upon the existing Midtown Master Plan. Following the community outreach, our team will finalize the vision, identify overall goals based on community priorities, and develop a minimum of six (6) visioning graphics that capture the overall vision. Visioning graphics will visually represent the proposed revitalization efforts and offer stakeholders, community members, and decision-makers a tangible glimpse into what the future could look like. The graphics will serve as a powerful tool to simplify the plan's recommendations and make the vision more accessible to a broader audience, thereby aiding stakeholders and community members in understanding the proposed changes in land use, infrastructure, and design elements for the area. Additionally, they will be a central focus during discussions and decision-making processes, facilitating alignment among stakeholders with differing perspectives and ultimately fostering consensus.

**Task 6 Deliverables:**

- MRA District vision and overall priorities.
- A minimum of six (6) Visioning Graphics.

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**TASK 7: MRA Plan**

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During this task we will develop an MRA plan outlining the goals, objectives, strategies, and actions to revitalize the Midtown MRA, based on outcomes from Task 6. This plan will summarize outcomes from previous tasks including land use, zoning, infrastructure improvements, affordable housing, economic development incentives, and community amenities.

The plan will also outline potential programs and tools that can be used to support affordable housing, workforce development, and other policy goals.

The final plan will offer a balance of text and graphics to present complex information in a visual format. The deliverable will as a result be easier to understand for a wider audience, including those with varying literacy or language proficiency levels. This will ensure the document is accessible to individuals with diverse backgrounds and abilities, promoting inclusivity in the

planning process. Moreover, incorporating graphics promotes equity by democratizing access to information.

As part of this plan, we will create an “Executive Summary” that will provide a brief district overview and outline the plan’s vision, major goals, and overall recommendations.

After the draft plan is completed, it will be made available to City stakeholders for input. The plan will be published for public input after City input is incorporated. After an appropriate timeframe (30 days), the public input will be incorporated as appropriate, and a final plan will be generated.

**Task 7 Deliverables:**

- Summary presentation and slides covering key findings from all analytical work.
- Draft plan document with executive summary.
- Comment matrix.
- Final plan document

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**TASK 8: Financial Projections & Technical TIF Study**

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SB Friedman will prepare a technical TIF feasibility study that can be submitted to the State as part of the TIF designation process. This technical study can help guide the public investment needed to make the MRA vision a reality in a fiscally responsible manner. This plan will:

- Outline the goals and objectives of the MRA.
- Project revenues that can be generated through tax increment financing per recent amendments (SB251) to metropolitan redevelopment legislation.
- Quantify the investment needed to support infrastructure improvements and development projects identified through our market analysis.
- Outline a high-level budget that can be used to implement the goals and objectives of the plan and is supported by projected revenues.
- Summarize the team’s methodology.
- Identify other public resources that can be used to support redevelopment in the MRA.

Revenues will be projected on both a cash flow and present value basis. It is assumed that a third-party engineering firm will provide cost estimates for specific infrastructure improvements.

**Task 8 Deliverables:**

- Technical memo
- Visual finance concept plan
- TIF projections

**PROPOSED PROJECT SCHEDULE**

Tasks	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
<b>Task 1 – Project Kick-off &amp; Coordination</b>	■											
<b>Task 2a – Existing Conditions Assessment</b>		■	■	■								
<b>Task 2b – Designation Report</b>		■	■	■	■							
<b>Task 3 – Market Assessment</b>				■	■	■						
<b>Task 4 – Community Engagement</b>				■	■	■	■					
<b>Task 5 – Visioning &amp; Development Concepts</b>						■	■	■				
<b>Task 6 – MRA Plan</b>								■	■			
<b>Task 7 – Financial Projections</b>									■	■	■	■

**EXHIBIT A**

**Hourly breakdown (CES direct labor rates)\*:**

Task	Rate	Total Hours	Task Total
<b>TASK 1: Project Kickoff and Ongoing Coordination</b>			
Principal Planner	\$151.90	22	\$3,341.80
Planner 2	\$93.10	42	\$3,910.20
SB Friedman	Various	28	\$7,930
<b>Task 1: Sub-total</b>			<b>\$15,182.00</b>

<b>TASK 2a: Existing Conditions Assessment</b>			
Principal Planner	\$151.90	28	\$4,253.20
Planner 2	\$93.10	38	\$3,537.80
Planner 1	\$78.40	16	\$1,254.40
SB Friedman	Various	28	\$6,800
<b>Task 2a: Sub-total</b>			<b>\$15,845.40</b>

<b>TASK 2b: Designation Report</b>			
Principal Planner	\$151.90	28	\$4,253.20
Planner 2	\$93.10	34	\$3,165.40
<b>Task 2b: Sub-total</b>			<b>\$7,418.60</b>

<b>TASK 3: Market Assessment**</b>			
SB Friedman	Various	182	\$43,670

Task	Rate	Total Hours	Task Total
<b>Task 2b: Sub-total</b>			<b>\$43,670</b>
<b>TASK 4: Community Engagement</b>			
Principal Planner	\$151.90	28	\$4,253.20
Planner 2	\$93.10	44	\$4,096.40
Planner 1	\$78.40	24	\$1,881.60
SB Friedman	Various	24	\$7,380
<b>Task 4: Sub-total</b>			<b>\$17,611.20</b>
<b>TASK 5: Visioning &amp; Development Concepts</b>			
Principal Planner	\$151.90	40	\$6,076.00
Landscape Designer 2	\$88.20	24	\$2,116.80
Planner 2	\$93.10	24	\$2,234.40
SB Friedman	Various	23	\$6,390
<b>Task 5: Sub-total</b>			<b>\$16,817.20</b>
<b>TASK 6: MRA Plan</b>			
Principal Planner	\$151.90	24	\$3,645.60
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SB Friedman	Various	54	\$13,190
<b>Task 6: Sub-total</b>			<b>\$19,070.00</b>
<b>TASK 7: Financial Projections and Technical TIF Study**</b>			
SB Friedman	Various	96	\$37,280
<b>Task 6: Sub-total</b>			<b>\$37,280</b>
<b>Travel Expenses</b>			
SB Friedman			\$2,750
<b>Subtotal (not including NMGR)</b>			<b>175,644.4</b>
8% markup from Pland on SF Friedman Fees ONLY			\$ 10,031.20

Task	Rate	Total Hours	Task Total
Subtotal all Feeds and Expenses (not including NMGRT)			\$185,676.24
NMGRT @ 7.625%			\$ 14,157.81
<b>Grand Total (with NMGRT)</b>			<b>\$199,834.05</b>

*\* All proposed work is considered direct labor; no indirect labor will be necessary for the scope of this work.*

*\*\*Task accomplished by Sub-Consultant. See Sub-Consultant's fee breakout above.*

We propose the following lump sum fee for the work above, payable upon presentation of a monthly statement as design progresses.

If these terms are agreeable to you, please execute a purchase order for this work to CES in the amount required for the selected scope of work (inclusive of NMGRT). Purchase Orders should be uploaded to the Direct Purchase portal accessed through the online interactive Blue Book.

Thank you again for thinking of us for this project for the City of Santa Fe. We look forward to working with you in the months to come.

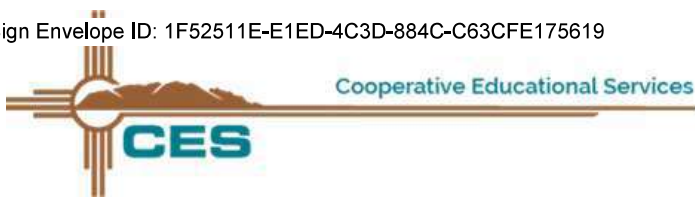
Yours truly,

Morrow Reardon Wilkinson Miller, Ltd., dba Pland Collaborative



Katrina Arndt, AICP  
Associate Planner





## 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 that reads "David Chavez". The signature is fluid and cursive, with a long, sweeping tail on the letter "y".

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  
Printed Name

Robert Loftis  
Printed Name

By: David Chavez

By: DocuSigned by:  
Robert Loftis  
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:

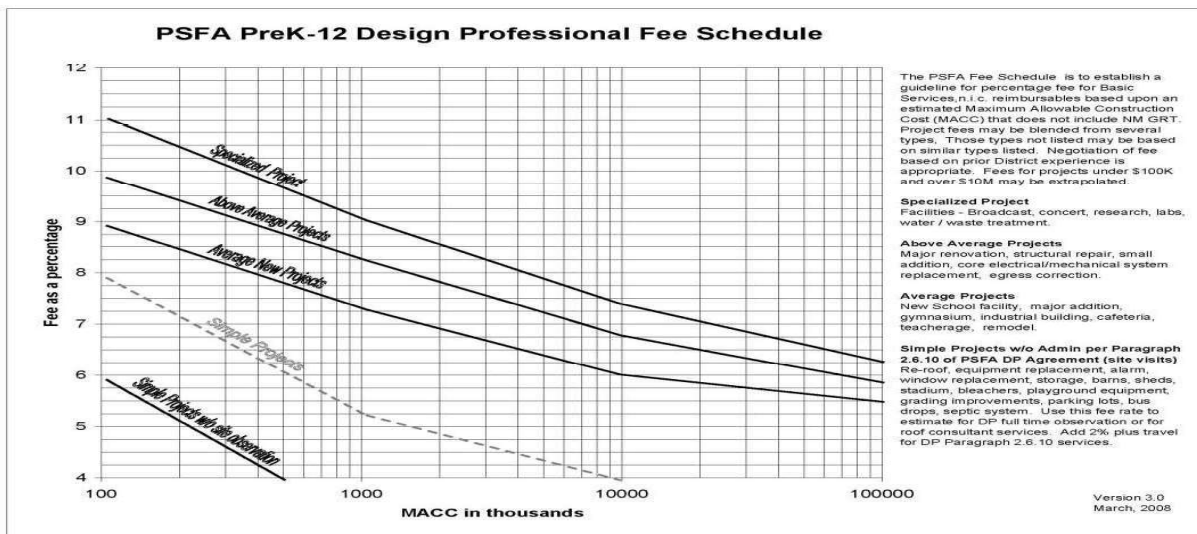
1. Programming phase;
1. Conceptual design and alignment studies;
2. Schematic design phase;
3. Design development phase;
4. Construction documents phase;
5. Procurement and/or bidding phase;
6. Construction phase;
7. Project acceptance and close-out;
8. Project 11-month warranty phase
9. CES Member/Participating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



## SCOPE OF WORK

### INTRODUCTION

#### **A. GENERAL**

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

Cooperative Educational Services is seeking proposals from licensed Offerors who have the capability and capacity to provide Architectural/Engineering/ Landscape Architecture/Surveying, other Engineering disciplines and/or Consulting Services per the laws of New Mexico Chapter 39, Engineering and Surveying Practitioners, 16-39.1.3, Para. B. A list of other engineering disciplines can be found in the Scope of Work, Category 3, Lot 1, to CES Members and Participating Entities.

#### **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.

#### **C. QUALIFIED PROFESSIONAL SERVICES – CATEGORIES AND LOTS**

CES has separated the professional services into three categories and bid lots for the purposed of providing a fair evaluation. Category 1 - Architectural/Landscape Architecture, Category 2 - Engineering/Surveying, and Category 3 – Other types of engineering such as Industrial, Hydrology, Environmental, etc.

It is understood that firms will respond that are multi-disciplined, such as Architectural/Engineering, or Engineering/Surveying, or that provide other types of engineering services as stated for Category 3. It is also understood that there are firms that provide only one discipline such as Architectural, Landscape Architecture, Engineering or Surveying professional services, Industrial, Hydrology, etc.

The Regional Declaration Form located in the Mandatory Documents section of the eProcurement RFP 2022-20 includes a breakdown in each category for the various combinations of disciplines. CES will evaluate the proposals in a manner that competes like disciplined firms against other like disciplined firms such as A/E firms will be evaluated and scored against other A/E firms, Engineering/Surveying firms against other Engineering/Surveying firms, etc. It is imperative that you correctly identify the category or categories you are responding to.

#### **D. PURPOSE OF THE CONTRACT**

CES, on behalf of CES Members and Participating Entities, desires to contract with highly qualified responsible firms that possess the necessary qualifications, certifications,

knowledge, background, experience, capabilities, and resources to prepare and submit proposals to offer and provide professional architectural, landscape architectural, engineering, surveying, and related services to CES Agencies located throughout the State of New Mexico on a project-by-project basis. Service disciplines/areas may include, but are not limited to:

1. Basic architectural, architectural landscape, site surveys, infrastructure, water, sewer and drainage system, educational, recreational, medical and health public buildings and facilities, building interior and exterior, project and construction management, facility master planning and master plan updates, program development, environmental and deficiency investigation, LEED, energy star, alternative and renewable energy consulting, modeling and visual simulation, geotechnical, materials testing, bidding and contract administration, etc.

2. Engineering and surveying - structural, civil, electrical, mechanical, fire protection, geotechnical, instrumentation and control, site and subsurface investigation and analysis, emergency assessment and recovery services, etc.

- a. The professional services, services and products offered by an Offeror in response to this solicitation will depend on the Offeror's qualifications, background, experience, and available resources. Therefore, the Categorical scopes of work, terms, conditions, specifications and listing of potential projects are provided as general and minimal specifications and expectations. The Offeror is encouraged to propose their entire array of services.

- b. Under this solicitation, a master contract is established with technical specifications and pricing-based on a negotiated fee and price schedule(s) accepted and approved by CES. When a specific individual project is requested by a CES Member or Participating Entity, they will select from the available CES Offerors who are qualified and awarded a contract to provide and perform the scope of work for the requested project. The selected Offeror(s) will jointly review the project and develop and prepare a proposal to complete the project with the associated cost based on the project scope as defined in the General Terms and Conditions, Architectural Fee Schedule, Engineering Schedule, etc.

#### **E. CES MEMBERS/PARTICIPATING ENTITIES – NEGOTIATION OF A DESIGN CONTRACT**

The Offeror, when negotiating with the CES Member or Participating Entity is unable to assess, evaluate and/or conduct the necessary investigations required to be aware of, understand and/or determine the project's existing status, conditions and/or establish the detailed scope of work due to the project's location and/or accessibility. The Offeror shall,

as part of the proposal to the CES Member or Participating Entity, identify the costs associated with performing the necessary investigation to determine and establish the services and/or deliverables required to complete the project's scope of work.

1. Due to these unforeseen conditions, the Offeror must communicate to the CES Member or Participating Entity that the actual project cost cannot be determined until such investigations/discovery is completed.

2. The CES Member or Participating Entity can ask the Offeror to provide a cost proposal/estimate to identify and state what needs to be done to address the assumptions

and conditions that need to be resolved to develop the final scope of work. The CES Member or Participating Entity reserves the right to accept or reject the Offeror's offer.

3. The CES Member or Participating Entity may contract with another Offeror to conduct and perform the necessary investigation and then ask the Offeror to quote the project.

## **F. PROJECT SPECIFICATIONS**

Because all work under this solicitation is on a project-by-project basis, exact project specifications are not available. General specifications and requirements are listed under each Category. Firms whose statements of qualifications and offerings are accepted, approved, and awarded will be used to develop and establish the specifications for any work to be performed under individual projects.

## **G. LEVEL OF SERVICES**

Based on the individual needs of CES Agencies and the type, kind and level of professional, consulting and related services required to meet these needs, this is an indefinite quantity qualification-based solicitation seeking firm(s) who possess the required qualifications, background, experience, and human, physical and financial resources required to obtain, create, provide, perform and deliver the services and deliverables requested and described herein in accordance and complying with federal, state, local and industry standards and best practices. The professional and consulting services, related services and deliverables may include, but is not limited to:

1. Due to the nature and scope of this Category, CES and its Agencies understand that a single firm may not possess the necessary qualifications, expertise, experience, and resources to offer and perform the various professional services solicited for within this solicitation. To assist in this effort, the solicitation has been broken down into multiple Categories.

2. It is the Offeror's responsibility and obligation to conduct and perform the investigation and research and seek clarification necessary to develop and achieve a complete and comprehensive understanding of the project as follows:

a. The types, levels and kinds of professional services, consulting services and related services, as well as the various types of projects that fall within the above-noted scope of work and which are applicable, allowed, permitted and feasible to be undertaken and completed by CES Agencies under the solicitation.

b. To be aware of and understand any/all federal, state, and local governing authorities' jurisdictions' rules, regulations, codes, policies, procedures and/or requirements that are applicable to the services and deliverables offered in response to this solicitation.

c. To certify that they, the Offeror, possess the knowledge, background and expertise in the particular disciplines, technologies and areas of services offered to assess, evaluate, analyze, interpret and understand all aspects of the types of projects they may be performing under this solicitation in order to consult, advise, recommend and provide the CES Agencies with the necessary technical assistance, cost data, the pros and cons with

their justifications in order for them and their governing boards to make a sound, economic and data driven decision to accomplish their projects goals and objectives.

d. To understand the various types of resources required and have the capacity to have them in place to respond timely to single and/or multiple requests.

## H. GENERAL TERMINOLOGY AND DEFINITIONS FOR CATEGORIES 1, 2, & 3

### I. LANDSCAPE ARCHITECT – GENERAL TERMINOLOGY AND DEFINITIONS

### J. ENGINEER AND SURVEYOR GENERAL TERMINOLOGY AND DEFINITIONS

"**approved**" or "approval" means acceptable to the board;

"**board**" means the state board of licensure for professional engineers and professional surveyors;

"**conviction**" or "convicted" means any final adjudication of guilt, whether pursuant to a plea of nolo contendere or otherwise and whether the sentence is deferred or suspended;

"**engineer**" means a person who is qualified to practice engineering by reason of his intensive preparation and knowledge in the use of mathematics, chemistry, physics and engineering sciences, including the principles and methods of engineering analysis and design acquired by professional education and engineering experience;

"**engineering**", "practice of engineering" or "engineering practice" means any creative or engineering work that requires engineering education, training and experience in the application of special knowledge of the mathematical, physical and engineering sciences to such creative work as consultation, investigation, forensic investigation, evaluation, planning and design of engineering works and systems, expert technical testimony, engineering studies and the review of construction for the purpose of assuring substantial compliance with drawings and specifications; any of which embrace such creative work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, chemical, pneumatic, environmental or thermal nature, insofar as they involve safeguarding life, health or property, and including such other professional services as may be necessary to the planning, progress and completion of any engineering work. The "practice of engineering" may include the use of photogrammetric methods to derive topographical and other data. The "practice of engineering" does not include responsibility for the supervision of construction, site conditions, operations, equipment, personnel, or the maintenance of safety in the workplace;

"**Engineering committee**" means a committee of the board entrusted to implement all business of the Engineering and Surveying Practice Act as it pertains to the practice of engineering, including the

promulgation and adoption of rules of professional responsibility for professional engineers exclusive to the practice of engineering;

"**Engineer intern**" means a person who has qualified for, taken and passed an examination in the fundamental engineering subjects as provided in the Engineering and Surveying Practice Act;

"**fund**" means the professional engineers' and surveyors' fund;

"**incidental practice**" means the performance of other professional services that are related to a licensee's work as an engineer;

"**person**" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture or any legal or commercial entity;

"**professional development**" means education by a licensee in order to maintain, improve or expand skills and knowledge obtained prior to initial licensure or to develop new and relevant skills and knowledge;

"**professional engineer**", "consulting engineer", "licensed engineer" or "registered engineer" means a person who is licensed by the board to practice the profession of engineering;

"**responsible charge**" means responsibility for the direction, control and supervision of engineering or surveying work, as the case may be, to assure that the work product has been critically examined and evaluated for compliance with appropriate professional standards by a licensee in that profession, and by sealing or signing the documents, the professional engineer or professional surveyor accepts responsibility for the engineering or surveying work, respectively, represented by the documents and that applicable engineering or surveying standards have been met;

"**surveying**", "practice of surveying" or "surveying practice" means any service or work, the substantial performance of which involves the application of the principles of mathematics and the related physical and applied sciences for:

1. the measuring and locating of lines, angles, elevations, and natural and man-made features in the air, on the surface of the earth, within underground workings and on the beds or bodies of water for the purpose of defining location, areas and volumes;
2. the monumenting of property boundaries and for the platting and layout of lands and subdivisions;
3. the application of photogrammetric methods used to derive topographic and other data;
4. the preparation and perpetuation of maps, records, plats, field notes and property descriptions.

"**surveying committee**" means a committee of the board entrusted to implement all business of the Engineering and Surveying Practice Act as it pertains to the practice of surveying, including the promulgation and adoption of rules of professional responsibility for professional surveyors exclusive to the practice of surveying;

"**surveyor**" or "**professional surveyor**" means a person who is qualified to practice surveying by reason of his intensive preparation and knowledge in the use of mathematics, physical and applied sciences, and surveying, including the principles and methods of

surveying acquired by education and experience, and who is licensed by the board to practice surveying;

**"surveyor intern"** means a person who has qualified for, taken and passed an examination in the fundamentals of surveying subjects as provided in the Engineering and Surveying Practice Act;

**"surveying work"** means the work performed in the practice of surveying; and

**"supplemental surveying work"** means surveying work performed in order to densify, augment and enhance previously performed survey work or site information but excludes the surveying of real property for the establishment of land boundaries, rights of way, easements and the dependent or independent surveys or resurveys of the public land system.

The board shall recognize that there may be occasions when engineers need to obtain supplemental survey information for the planning and design of an engineering project. A licensed professional engineer who has primary engineering responsibility and control of an engineering project may perform supplemental surveying work in obtaining data incidental to that project. A licensed professional engineer may perform supplemental surveying work only on a project for which the engineer is providing engineering design services.

#### **K. CONDUCT OF THE CONTRACT – LICENSES AND FEES**

Offerors shall adhere to the professional conduct of each category per the Laws of New Mexico. 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.

**Offeror:** The firm responding to the solicitation, or the firm awarded a contract.

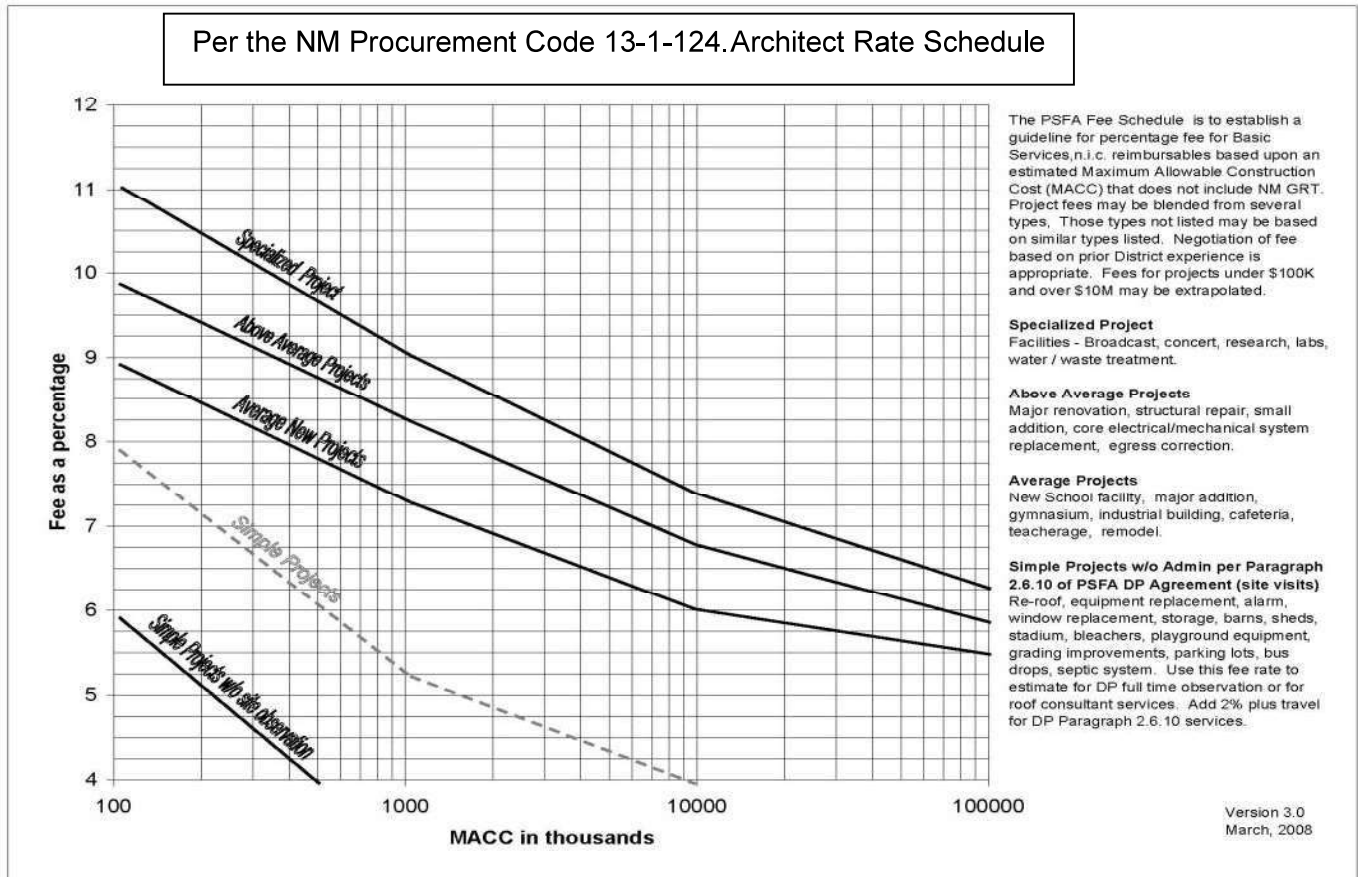
**Offeror's License:** A document issued by the State of New Mexico, to service Offerors, which authorizes Offerors to undertake and/or propose to undertake, perform, supervise, and subcontract with others to provide professional design and related services. Offerors will have all the appropriate New Mexico licenses if they intend to perform and provide the services themselves. Copies of licenses shall be submitted in your response. 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.

#### **L. OFFEROR'S 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.

### M. STATE OF NM & PSFA ARCHITECT RATE SCHEDULE



**N. Offeror's Hourly Rate Schedule and Reimbursable Fees to be submitted after Preliminary Award Notice and Prior to Final Award Notice:** 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.

**O. Offeror's Quote/Proposal to 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%) administrative fee.

**P. CATEGORY 1**

**LOT 1 – ARCHITECTURAL DESIGN & CONSULTING SERVICES**

**LOT 2 - LANDSCAPE ARCHITECTURAL DESIGN AND CONSULTING SERVICES**

**Q. CATEGORY 2**

**LOT 1 - ENGINEERING DESIGN SERVICES**

**LOT 2 - SURVEYING AND RELATED SERVICES**

**GENERAL**

CES seeks to acquire fully qualified, licensed professionals. Offeror must provide documentation that they have met all of the State of NM educational and licensing requirements. Award of a contract shall comply with the Procurement Code, 13-1-154.1 NMSA 1978 thresholds for on-call design professional services.

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.

Please identify the category(s) you are responding to on the Regional Declaration Form in the Mandatory Technical Documents and upload into your response.

**1. ENGINEERING BASIC SERVICES**

Professional engineers may engage in the practice of engineering and perform engineering work pursuant to the Engineering and Surveying Practice Act as individuals, partners or through joint stock associations or corporations. In the case of an individual, the individual shall be a professional engineer pursuant to the Engineering and Surveying Practice Act. All plans, designs, drawings, specifications, or reports that are involved in such practice, issued by or for the practice, shall bear the seal and signature of a professional engineer in responsible charge of and directly responsible for the work issued. In the case of practice through partnership, at least one of the partners shall be a professional engineer pursuant to the Engineering and Surveying Practice Act, and all plans, designs, drawings, specifications or reports that are involved in such practice, issued by or for the partnership, shall bear the seal and signature of the professional engineer in responsible charge of and directly responsible for such work when issued. In the case of practice through joint stock association or corporation, services or work involving the practice of engineering may be offered through that joint stock association or corporation; provided the person in responsible charge of the activities of the joint stock association or corporation that constitute engineering practice is a professional engineer who has authority to bind such joint stock association or corporation by contract; and further provided that all plans, designs, drawings, specifications or reports that are involved in engineering practice, issued by or for such joint stock association or corporation, bear the seal and signature of a professional engineer in responsible charge of and directly responsible for the work when issued.



An individual, firm, partnership, corporation, or joint stock association may not use or assume a name involving the terms "engineer", "professional engineer", "engineering", "registered" or "licensed" engineer or any modification or derivative of such terms unless that individual, firm, partnership, corporation or joint stock association is qualified to practice engineering in accordance with the requirements in this section.

The purpose and scope of work for Category 2 is to acquire a full-service engineering firm(s) or surveying firms to provide services that **may** include the professional licensed disciplines in in Category 1.

## **2. ENGINEERING SERVICES CLASSIFICATIONS**

- a. Consultation, Research, Investigations, and Reports
- b. Design Services for Construction Projects
- c. Engineering Support Services

## **3. 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 are not limited to:

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

## **4. DESIGN ACTIVITIES**

The tasks and activities to be performed may relate to and include, but are not limited to new infrastructure, facility and building construction.

## **5. SURVEYOR BASIC SERVICES**

Professional surveyors may engage in the practice of surveying and perform surveying work pursuant to the provisions of the Engineering and Surveying Practice Act as individuals, partners or through joint stock associations or corporations. In the case of an individual, the individual shall be a professional surveyor pursuant to the Engineering and Surveying Practice Act. All plats, drawings and reports that are involved in the practice, issued by or for the practice, shall bear the seal and signature of a professional surveyor in

responsible charge of and directly responsible for the work issued. In the case of practice through a partnership, at least one of the partners shall be a professional surveyor pursuant to that act. In the case of a single professional surveyor partner, all drawings or reports issued by or for the partnership shall bear the seal of the professional surveyor partner who shall be responsible for the work. In the case of practice through a joint stock association or corporation, services or work involving the practice of surveying may be offered through the joint stock association or corporation; provided the person in responsible charge of the activities of the joint stock association or corporation that constitute the practice is a professional surveyor who has authority to bind such joint stock association or corporation by contract; and further provided that all drawings or reports that are involved in such practice, issued by or for the joint stock association or corporation, bear the seal and signature of a professional surveyor in responsible charge of and directly responsible for the work when issued.

a. An individual, firm, partnership, corporation, or joint stock association may not use or assume a name involving the terms "surveyor", "professional surveyor" or "surveying" or any modification or derivative of those terms unless that individual, firm, partnership, corporation, or joint stock association is qualified to practice surveying in accordance with the requirements in this section.

b. For all contracts and agreements for professional surveying services, the surveying services contractor shall provide a written statement indicating:

- 1) the minimum terms and conditions of professional liability insurance coverage, including limits and exceptions; or
- 2) the absence of professional liability insurance coverage."

## END OF SCOPE OF WORK AND DEFINITIONS



## 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 TRANSFERRABLE 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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (HUB International Insurance Services), CONTACT NAME (Kimberly Chachere), INSURER(S) AFFORDING COVERAGE (Sentinel Insurance Company, Nutmeg Insurance Co., National Casualty Company), and INSURED (Morrow Reardon Wilkinson Miller, Ltd. dba Pland Collaborative).

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Contract#: 19-01B-C108-ALL Re: Municipal Recreation Complex;

CERTIFICATE HOLDER

CANCELLATION

Table with two columns: Certificate Holder (City of Santa Fe) and Cancellation (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).



# 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: 3250074 Procurement # (RFP/ITB# If any):

Contractor: Pland Collaborative

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

Description/Title: Midtown TIF Master Planning Services via CES Contract # 2023-01-C123-ALL

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: 8/2/2024 Term End Date: 11/2/2025 Total Contract Amount: \$199,834.05

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

Contract / Lease: NA

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

Increase/(Decrease) Amount \$: NA

Extend Expiration Date to: NA

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: NA / City Manager

Amendment is for: Contract / Munis # 3250074

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

This is a NEW contract for professional services focused on Tax Increment Finance Master Planning services for the City's Metropolitan Redevelopment Authority.

3. Procurement History: New Contract

Aug 29, 2024  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: NMSA 1978, Section 13-1-135

4. Funding Source: Midtown Pro / PLID: MTC245250D-Engsvcs Org / Object: 5250610/572960

Andy Hopkins Aug 29, 2024  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

5. Grant History (if applicable): NA

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

Staff Contact who Completed This Form: Sam Burnett Phone #: 505-795-2491

To be recorded by City Clerk: \_\_\_\_\_ Email: jsburnett@santafenm.gov

Clerk #: \_\_\_\_\_

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:** MASTER PLANNING SERVICES

**Procurement Method/Vehicle:**  Sole Source  State Price Agreement/Existing  Cooperative  Request For Proposals(RFP)  Invitation To Bid (ITB)  Exempt: \_\_\_  
 Small Purchase (Contract Under \$60,000)  Other: \_\_\_\_\_

Requesting Department: Community Development/MRA Staff Name: Karen Iverson

**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"/>
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<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:** \_\_\_\_\_

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)**

**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 (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)**

Karen Iverson  
 Department Point of Contact  
Randy Randall  
 Department Director  
Travis Dutton-Leyba  
 Chief Procurement Officer

MRA Dir. \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
 Aug 29, 2024  
 \_\_\_\_\_  
 Date \_\_\_\_\_

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [IVERSON, KAREN R.](#); [Purchasing DET](#)  
**Subject:** RE: Request for Determination from Metropolitan Redevelopment Agency  
**Date:** Friday, April 26, 2024 4:49:56 PM

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Greetings,

The scope of work as written would be Professional Services. 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 ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)) if this service appears on their approved list.
- If any of your request include 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 - [mtbonifer@santafenm.gov](mailto:mtbonifer@santafenm.gov); [cmthompson@santafenm.gov](mailto:cmthompson@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, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$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.
- 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.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract 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.gsa.library.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>

Internal Link: [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)



Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

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**From:** IVERSON, KAREN R. <kriverson@santafenm.gov>  
**Sent:** Friday, April 26, 2024 4:38 PM  
**To:** Purchasing DET <purchasing\_det@santafenm.gov>  
**Subject:** Request for Determination from Metropolitan Redevelopment Agency

Vendor Name: Morrow Reardon Wilkinson Miller, Ltd. (dba Pland Collaborative  
Attached Quote: Yes  
Amount: \$199,833.38  
Scope of Work: Midtown Redevelopment Master Plan  
Approved: Director Karen Iverson

I am using the attached CES contract as the procurement vehicle.

**Karen Iverson**  
Director, Metropolitan Redevelopment Agency



Cell: 505-531-7296



## Services Offered to the City of Santa Fe (9.2023)

### Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services - Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

### Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT - Enterprise Application
- IT-IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT - Web Design
- IT - Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

**Signature:** XAVIER VIGIL  
XAVIER VIGIL (Sep 9, 2024 10:27 MDT)

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)











# 24-0549 Morrow Reardon Wilkinson Miller Ltd.

Final Audit Report

2024-09-16

Created:	2024-09-09
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqSJsufnDG3vG0d0NxSv5PFo4Ur99TMbQ

## "24-0549 Morrow Reardon Wilkinson Miller Ltd." History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
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-  Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair  
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2024-09-16 - 3:15:08 PM GMT- IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
Signature Date: 2024-09-16 - 3:15:18 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-09-16 - 3:15:18 PM GMT