



Date: December 2, 2024

To: John Blair, City Manager

From: Travis Dutton-Leyda, Chief Procurement Officer 

Via: Emily Oster, Finance Director 

Subject: Cancellation of Proyecto Contract, Item #23-0469

Vendor Name: Proyecto, LLC

Munis Vendor Number: 7805

ITEM AND ISSUE:

The Finance Department respectfully requests your review and approval of Amendment No. 1 to Munis # 3204128 with Daniel A Hernandez DBA Proyecto, LLC for Project Management Services. Amendment No. 1 cancels the contract in it's entirety.

CONTRACT NUMBER:

The Munis contract number is 3204128.

BACKGROUND AND SUMMARY:

Both parties have agreed to cancel the remainder of the contract.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

This amendment is to cancel the contract.

Chief Procurement Officer (CPO) / Designee: Stan J. M. S. Date: 12/05/2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: N/A

Munis Org Name/Number: N/A

Munis Object Name/Number: N/A

Budget Officer / Designee: Andy Hopkins Date: 12/05/2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset* or Project** ☐ Yes | ☒ No

Project Ledger #: _____

(*will this procurement result in a tangible item that costs more than \$5,000?)

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Sole Source Determination

Vendor's Select Response Type

Professional Services Contract

Horizons declination

CPO Service Determination Email

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Original contract packet

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

Item # 23-0469

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated July 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Proyecto, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:


- A. Under the terms of the Contract, Contractor has agreed to provide the project management services for the Midtown property project.
- B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. CANCELLATION

The Contract is hereby canceled in its entirety. Neither the City nor the Contractor shall have any further obligations under the Contract, except as specifically provided in this Amendment.

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

CITY OF SANTA FE:



Randy Randall (Dec 11, 2024 07:58 MST)

RANDY RANDALL
INTERIM CITY MANAGER

DATE: 12/11/2024

CONTRACTOR:

PROYECTO, LLC


Daniel Hernandez (Nov 15, 2024 07:40 MST)

DANIEL HERNANDEZ, PRINCIPAL

DATE: Nov 15, 2024
NMBTIN: 03-425549-00-4

ATTEST:


Andrea Salazar (Dec 13, 2024 11:36 MST)

CITY CLERK

x/v

CITY ATTORNEY'S OFFICE:


Patricia Feghali (Nov 15, 2024 08:56 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


Emily K. Oster
FINANCE DIRECTOR


Proyecto Amendment _1 - Cancel agreement - Final CAO

Final Audit Report

2024-11-15

Created:	2024-11-12
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7xNmepx43EvIaxXe54Y312Nz_8fq2fTS

"Proyecto Amendment _1 - Cancel agreement - Final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-11-12 - 6:23:44 PM GMT- IP address: 63.232.20.2
-  Document emailed to daniel@proyecto.is for signature
2024-11-12 - 6:24:21 PM GMT
-  Email viewed by daniel@proyecto.is
2024-11-15 - 5:02:44 AM GMT- IP address: 104.28.48.218
-  Signer daniel@proyecto.is entered name at signing as Daniel Hernandez
2024-11-15 - 2:40:23 PM GMT- IP address: 172.59.1.143
-  Document e-signed by Daniel Hernandez (daniel@proyecto.is)
Signature Date: 2024-11-15 - 2:40:25 PM GMT - Time Source: server- IP address: 172.59.1.143
-  Document emailed to pfeghali@santafenm.gov for signature
2024-11-15 - 2:40:26 PM GMT
-  Email viewed by pfeghali@santafenm.gov
2024-11-15 - 3:56:36 PM GMT- IP address: 104.47.65.254
-  Signer pfeghali@santafenm.gov entered name at signing as Patricia Feghali
2024-11-15 - 3:56:55 PM GMT- IP address: 98.60.104.228
-  Document e-signed by Patricia Feghali (pfeghali@santafenm.gov)
Signature Date: 2024-11-15 - 3:56:57 PM GMT - Time Source: server- IP address: 98.60.104.228
-  Agreement completed.
2024-11-15 - 3:56:57 PM GMT

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Proyecto, LLC**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of NMSA 1978, 13-1-28 et seq. pursuant to NMSA 1978, sections 13-1-126 and 13-1-126.1 via Sole Source number 30-M0087-23-CP109; 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

WHEREAS, the Contractor does hereby accept its designation as professional project management services, rendering services related to the Midtown Site redevelopment project for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of two fiscal years (FY 24 and FY25), ending June 30, 2025, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

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

A. The Contractor shall provide project management for the Midtown Property (Project) for phases III (still to be completed), IV & V, and perform the following work:

- (1) Oversee and facilitate due diligence in the developer finalist process.
- (2) Assist the City in negotiating with developers.
- (3) Assist with Asset Development manager to parcellize the site plan.
- (4) Create and disseminate (market rate and affordable) housing and commercial

parcel for sale RFP's.

- (5) Assist with the Public Works team and their contractors to create a spine infrastructure plan, including engineering, stormwater, streets, access, power, gas conversion, exploring and designing connections and integration to main roads and adjacent landowners.
- (6) Direct financial analysis for development and assist the City in reviewing the analysis.
- (7) Support Asset Development manager in the land use analysis for shortlisted master developers and assist the City in reviewing the analysis.
- (8) Work with proposed Metropolitan Redevelopment Agency to create public/private financing and organizational model consistent with the Midtown Community Development Plan.
- (9) Manage data input and track the results to determine development (s) achievements in Midtown redevelopment.
- (10) Based on proposed Metropolitan Redevelopment Act Midtown blight designation, work with adjacent landowners to leverage redevelopment infill opportunities to achieve long term objectives discussed in the Midtown Master Plan.
- (11) Oversee potential synergies between master developer and potential parcel developers, building tenants, and lease candidate proposals.
- (12) Act as the point of Contact for City and developers; create governance model for land use and zoning plan, as part of developing the City's Metropolitan Redevelopment Agency).
- (13) Work with Office of Affordable Housing on various strategies and potential

development partners to meet low AMI rental and homeownership housing development opportunities.

(14) Facilitate and manage internal stakeholder steering committee and development committee requirements; Craft and disseminate public messages to inform constituents of progress.

(15) Prepare and present proposed lessee and developers to committees and governing body over the course of the due diligence and negotiation process for disposition and development.

(16) Manage and Facilitate the Midtown development project through the disposition of the property for redevelopment, including exclusive negotiation agreements.

B. Performance Measures.

(1) Provide an at least two-page guidance report on parcel developers and leaseholders in review that will make the short list that will allow evaluation committee to intelligently debate the pros and cons for finalist selection.

(2) Provide an at least two-page guidance report on results of select developer and leaseholder finalists process due diligence.

(3) Provide at least a two-page guidance report and at least one standup financial analysis progress report presentation on shortlisted parcel developers and selected leaseholders.

(4) Provide at least two-page guidance reports and at least one stand up progress report presentation of land use analysis for shortlisted parcel disposition developers and leaseholders.

- (5) Work with proposed Metropolitan Redevelopment Area Division Director and board to complete an at least two-page and comprehensive design development plan that has been reviewed and approved by internal City stakeholders.
- (6) Manage and oversee public engagement plan specific days and months over the Phase IV – VI redevelopment process.
- (7) Provide at least two-page guidance report and stand-up progress report presentations based on data input and results that determine finalist parcel developer and selected leaseholder's success in redevelopment.
- (8) Create and manage weekly or bi-weekly update reports and committee meetings on progress with selected parcel developer and leaseholders.
- (9) Provide and distribute notes and action items that guide internal stakeholder steering committee and development committee meetings.
- (10) Work with internal staff to provide and distribute public messages (including Op-Eds and press releases) to inform constituents of progress.
- (11) Prepare at least a two-page guidance report and stand-up presentation of proposed finalist parcel developer and leaseholder disposition recommendations to committees and governing body
- (12) Work with proposed Metropolitan Redevelopment Area Division Director and board to provide at least a two-page parcellized development project and guidance report and stand-up presentation to internal steering committee, Mayor, City Manager and Governing Body.
- (13) Work with proposed Metropolitan Redevelopment Area Division Director and board to provide at least a quarterly, two-page infrastructure development project progress

report and stand up presentation to internal steering committee, Mayor, City Manager and Governing Body.

- (14) Provide internal Memos regarding development strategy and proposals

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Hundred Eighty-Two Thousand, Eight Hundred Forty Seven and No One Hundreds (\$182,847.00) for the term of this Agreement.

1) City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of Eighty-Four Thousand dollars (\$84,000) in Fiscal Year 24. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY24 totaling (\$7,423.50), 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 (\$91,423.50).**

2) City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of Eighty-Four Thousand dollars (\$84,000) in Fiscal Year 25. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY25 totaling (\$7,423.50), 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 (\$91,423.50).**

B. Payment in FY24 and FY25 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.)

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

within 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. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025**, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. Termination.

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

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

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the

Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. Entire Agreement.

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

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

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

19. Workers Compensation.

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

20. Professional Liability Insurance.

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

21. Other Insurance

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

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

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy

or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

22. Records and Financial Audit.

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

23. Indemnification.

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition.

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

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

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

To the City: Office of Economic Development
 P.O. Box 909
 Santa Fe, NM 87504

To the Contractor: Proyecto, LLC
 Daniel Hernandez
 1665 Laurel Avenue
 Solvang, CA 93463

28. Authority.

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

29. Merger.

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

30. Non-Collusion.

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

31. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect

damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies.


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

33. Default and Force Majeure.

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

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

CITY OF SANTA FE:


Alan Webber (Jul 19, 2023 11:31 MDT)
ALAN WEBBER, MAYOR

DATE: Jul 19, 2023

CONTRACTOR:
PROYECTO, LLC


Daniel Hernandez (Jun 7, 2023 10:38 PDT)
DANIEL HERNANDEZ, PRINCIPAL

DATE: Jun 7, 2023
CRS# 03-425549-00-4
Registration # 228183

ATTEST:


KRISTINE BUSTOS MIHELICIC, CITY CLERK X/V
GB MTG 07/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 7, 2023 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jul 19, 2023 11:24 MDT)

EMILY OSTER, FINANCE DIRECTOR

3559980.572970/2122800.510340 Att
FUNDING SOURCE: ORG/OBJECT PH



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form **must** be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - () must be completed.*

*Date: March 31, 2023

*Prepared By: Rich Brown

*Title: Director, Community Development

*Vendor Name: Proyecto, Inc. (Daniel Hernandez)

*Address: 1665 Laurel Avenue

*City: Solvang

*State: CA

*Zip Code: 93463

*Description of Goods/Service to be procured:

*Estimated Cost:

\$195,000.00

Term of Contract:

One (1) to Four (4) year from award

Three Year Award

*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).



City of Santa Fe, New Mexico



The Contractor shall provide project management for the Midtown Property (Project) for phases 3 (still to be completed), 4 & 5 and perform the following work:

- Oversee and facilitate due diligence in the developer finalist process.
- Assist the City in negotiating with developers.
- Assist with Asset Development manager to parcellize the site plan.
- Create and disseminate (market rate and affordable) housing and commercial parcel for sale RFP's.
- Assist with the Public Works team and their contractors to create a spine infrastructure plan, including engineering, stormwater, streets, access, power, gas conversion, exploring and designing connections and integration to main roads and adjacent landowners
- Direct financial analysis for development and assist the City in reviewing the analysis.
- Support Asset Development manager in the land use analysis for shortlisted master developers and assist the City in reviewing the analysis
- Work with proposed Metropolitan Redevelopment Agency to create public/private financing and organizational model consistent with the Midtown Community Development Plan.
- Manage data input and track the results to determine development (s) achievements in Midtown redevelopment.
- Based on proposed Metropolitan Redevelopment Act Midtown blight designation, work with adjacent landowners to leverage redevelopment infill opportunities to achieve long term objectives discussed in the Midtown Master Plan.
- Oversee potential synergies between master developer and potential parcel developers, building tenants, and lease candidate proposals.
- Act as the point of Contact for City and developers; create governance model for land use and zoning plan, as part of developing the City's Metropolitan Redevelopment Agency)
- Work with Office of Affordable Housing on various strategies and potential development partners to meet low AMI rental and homeownership housing development opportunities
- Facilitate and manage internal stakeholder steering committee and development committee requirements; Craft and disseminate public messages to inform constituents of progress.
- Prepare and present proposed lessee and developers to committees and governing body over the course of the due diligence and negotiation process for disposition and development.
- Manage and Facilitate the Midtown development project through the disposition of the property for redevelopment, including exclusive negotiation agreements.



City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

XX

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

☐

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

On October 2018, the City advertised an RFQ to procure project management services to guide the Midtown Redevelopment Project. Proyecto LLC/Daniel Hernandez (Proyecto) was selected because of the national expertise and experience in urban and master planning, large scale redevelopment strategies, public/private cross-collaboration project management, development disposition planning and agreement negotiations, developer relationship management and due diligence, metropolitan redevelopment strategic planning, critical development path management, RFP development and management that Proyecto brings to the project. To date, he has successfully designed and implemented a multi-phase work plan for the project, completing Phases 1, 2 and part of 3, resulting in the approval of the Midtown Redevelopment Plans: Master Development Plan and Community Development Plan, including Parcel Rezoning, an Amendment to the General Plan, two cycles of public engagement and three initial RFPs for disposition and redevelopment of major legacy buildings.

We are now in the middle of phase three of likely five phases, that will take the next three years; with many tasks in our timeline to be done (see scope above). We will need expertise like Proyecto's, as lead project manager, to successful complete our plans: Implementation of the community development plan, parcelization and affordable housing tract RFPs, creation, governance design and capacity building for the proposed Metropolitan Redevelopment Agency. public/private development financing, etc.


With the development anticipated over the next three years, we believe similar professional services will not be able to meet the challenge as is intended in our scope of work.



City of Santa Fe, New Mexico




Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

 for T.D-L. 4/7/23

Travis Dutton-Leyda, CPO Date
Purchasing Officer for the
City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of one (1) year from the date of the award.*

 for T.D-L. 5/8/23

Travis Dutton-Leyda, CPO Date
Purchasing Officer for the
City of Santa Fe

****Required Attachments:***

- *Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***
- *Quote from sole source Contractor***
- *Agenda Item to be presented to City Council if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services***



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204128

Contractor: Proyecto, LLC

Description: Midtown Property -The Contractor shall provide project management for the Midtown Property (Project) for phases 3 (still to be completed), 4 & 5.

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/1/2024 Term End Date: 6/30/2025

☐ Approved by Council Date: _____

Contract / Lease: Project management - Midtown Property for phases 3 (still to be completed), 4 & 5.

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

On October 2018, the City advertised an RFQ to procure project management services to guide the Midtown Redevelopment Project. Proyecto LLC was selected because of the national expertise and experience that Mr. Hernandez brings to the project. To date, he has successfully designed and implemented a multi-phase work plan for the project, completing Phases 1, 2 and part of 3, resulting in the approval of the Midtown Redevelopment Plans: Master Development Plan and Community Development Plan. including Parcel Rezoning. an Amendment to the

3. Procurement History: \$7,619 x 12 months = Annual \$91,423 x (2) years = \$182,847

Andy Hopkins

Purchasing Officer Review:

Jun 8, 2023

Date:

Comment & Exceptions: submitted sole source posted and issued No protests during 30day posting

4. Funding Source: Economic Development Operation

Org / Object: 2122800-510340

Andy Hopkins

Andy Hopkins (Jun 8, 2023 10:44 MDT)

Budget Officer Approval:

Jun 8, 2023

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Loretta S. Olguin Phone # 505-955-6334

Email: lsolguin@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Proyecto, LLC

Procurement Title: Midtown Property (project) complete phase 3 and start phase 4 and 5.

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

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

Department Requesting Economic Development Staff Name Rich Brown

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Loretta S. Olguin Business Operations Manager 6/7/2023

Department Rep Printed Name (attesting that all information included) Title Date
[Signature] Contracts Supervisor Jun 8, 2023

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
INSURED Proyecto, LLC 1665 Laurel Ave Solvang, CA 93463		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability	Y		P100.115.809.6	02/23/2023	02/23/2024	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Santa fe
200 Lincoln Avenue
Santa Fe, NEW MEXICO 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

BUSINESS REGISTRATION

Business Name: PROYECTO LLC
DBA: PROYECTO LLC

Business Location: 1665 LAUREL AVE
SOULVANG, CA 93463

Owner: DANIEL HERNANDEZ

License Number: 228183

Issued Date: June 06, 2023

Expiration Date: June 06, 2024

CRS Number: 03425549004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

PROYECTO LLC
1665 LAUREL AVE
SOULVANG, CA 93463

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









GB COM DEVELOPMENT Proyecto LLC Phase3 FY24 Packet

Final Audit Report

2023-06-08

Created:	2023-06-08
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADxiRGuhNgY9YJy43x7zYdWoxB3ay7pew

"GB COM DEVELOPMENT Proyecto LLC Phase3 FY24 Packet" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2023-06-08 - 2:58:13 PM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-06-08 - 3:04:11 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-06-08 - 4:43:32 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-06-08 - 4:44:19 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature
2023-06-08 - 4:44:21 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-06-08 - 5:55:56 PM GMT- IP address: 104.47.64.254
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2023-06-08 - 5:57:11 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2023-06-08 - 5:57:11 PM GMT










Proyecto Amendment _1 - Cancel agreement - Packet

Final Audit Report

2024-12-11

Created:	2024-12-02
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoEgGzNsISL6ZWuoLh5UIIATNDsxWY6hd

"Proyecto Amendment _1 - Cancel agreement - Packet" History

-  Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
2024-12-02 - 10:39:46 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-12-02 - 10:42:00 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-12-04 - 5:59:57 PM GMT- IP address: 104.47.65.254
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-12-05 - 5:05:06 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-12-05 - 5:05:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-12-05 - 5:05:57 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-12-05 - 6:05:48 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-12-05 - 6:11:38 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-12-05 - 6:11:41 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-12-11 - 5:51:05 AM GMT- IP address: 104.47.65.254



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

Signature Date: 2024-12-11 - 6:09:51 AM GMT - Time Source: server- IP address: 73.42.112.179



Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and Randy Randall (rrandall@santafenm.gov) for signature. One of them to sign

2024-12-11 - 6:09:54 AM GMT



Email viewed by Randy Randall (rrandall@santafenm.gov)

2024-12-11 - 6:15:50 AM GMT- IP address: 104.28.48.217



Document e-signed by Randy Randall (rrandall@santafenm.gov)

Signature Date: 2024-12-11 - 2:58:39 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2024-12-11 - 2:58:39 PM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Dec 13, 2024 11:35 MST)

Email: xivigil@santafenm.gov








24-0699 Proyecto LLC

Final Audit Report

2024-12-13

Created:	2024-12-13
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7ThL_eWvdFrip3xmtbk_QHJPnWVsBY9q

"24-0699 Proyecto LLC" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-12-13 - 6:33:24 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-12-13 - 6:35:12 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to axsalazar@santafenm.gov for signature
2024-12-13 - 6:35:15 PM GMT
-  Email viewed by axsalazar@santafenm.gov
2024-12-13 - 6:35:32 PM GMT- IP address: 174.240.24.128
-  Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar
2024-12-13 - 6:36:12 PM GMT- IP address: 174.240.24.128
-  Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)
Signature Date: 2024-12-13 - 6:36:14 PM GMT - Time Source: server- IP address: 174.240.24.128
-  Agreement completed.
2024-12-13 - 6:36:14 PM GMT