


Date: November 21, 2024

To: Governing Body

From: Regina Wheeler, Public Works Director 
Regina Wheeler (Nov 21, 2024 16:28 MST)

Subject: On-call Project Management Services

Vendor Name: Capital Program Management Services LLC

Munis Vendor Number:10565

ITEM AND ISSUE:

Request Approval of a Professional Services Contract with Capital Program Management Services LLC for not to Exceed \$4,327,500 Including NMGRT for On-Call Project Management Services For a Four Year Term.

CONTRACT NUMBER:

The FY25 3250324

BACKGROUND AND SUMMARY:

On-call professional services agreements are established to augment the capacity and skills of City staff. With an unprecedented level of funding for capital projects, it is essential to have on-call professional services at hand to ensure the compliant, timely and successful deployment of projects. Project Managers, Division Directors and Department Directors oversee service professionals to ensure that procedures comply with City commitment to community engagement and cost effective, sustainable, safe and compliant infrastructure.

RFP 24060 was advertised in July 2024. Three responsive offers were received and three agreements for on-call project management services are being established.

On-call service agreements are not a guarantee of work. The City will issue task orders to vendor as need and funding arise.

ATTACHMENTS:

Professional Services Agreement
Horizons declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)

Halona Crowe

Approvals and Supporting Information:

PROCUREMENT METHOD:

RFP 24060 for Project Management Professional Services

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Nov 27, 2024

CPO Comment/Exceptions: NMSA 1978, Section 13-1-111 _____

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: *Andy Hopkins* _____ **Date:** Nov 22, 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/Exception _____

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 **Capital Program Management Services LLC (CPGMS)**, 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 13-1-111 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:

Project types that Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

The City's Facilities Division Director or Director of Public Works ~~will~~ shall provide Contractors with Task Order scopes of work for which Contractors may provide a quotation for owner representative project management services related to any particular project. Upon receiving the City’s request for services, the Contractor shall provide the City with an estimate of hours of labor, costs and schedule to perform the work. Each Task Order will be negotiated on a project-by-project basis. This work may be phased in alignment with City priorities and funding.

Examples of tasks that could be included in the Task Order scopes of work include:

1. Planning, scoping and developing budgetary estimates.
 - a. Assist with the preparation and review of scopes of work
 - b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
 - c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
 - d. Identification of risks and mitigation actions
 - e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding
 - a. Assist in identification potential funding sources.
 - b. Assist with development of funding applications.
 - c. Assist in ensuring project activities adhere to funding requirements.
 - d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement
 - a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement
 - a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
 - b. Ensure project plan and administration adhere to all requirements of funding sources.
 - c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
 - d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
 - e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
 - f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:
 - i. Review of Plans and Plats
 - ii. Design Analysis Reports (DARs)
 - iii. Drainage Reports
 - iv. Design Plans at all phases

- v. Conformance to standards and specifications
 - vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents
 - vii. A/E Contract Exhibit Review
 - viii. Safety Studies
 - ix. Corridor studies
 - x. Traffic Impact Analysis
 - xi. Lighting and Signalization Reports
 - xii. Engineering Estimates Opinions of Probable Cost
 - xiii. Value Engineering
 - g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
 - h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
 - i. Lead and document project meetings;
 - j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
 - k. Assist in developing and or reviewing cost estimates;
 - l. Perform or scope and oversee completion of commissioning services;
 - m. Perform project closeout;
 - n. Ensure that project actions comply with any and all requirements of funding
 - o. Support presentations to Governing Body, agency stakeholders and committees.
 - p. Represent the City on behalf of the Project.
5. Construction
- a. Perform construction management services,
 - b. Provide digital photo and/or video logs of construction progress at each stage;
 - c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
 - d. Construction quality control monitoring, testing and inspection;
 - e. Assist in resolution of unforeseen conditions
 - f. Continue to maintain critical path schedule
6. Asset Management
- a. Assist with claim analysis and development of corrective action plans;
 - b. Provide expert witness services,
 - c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Project Management 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 to the Contractor in full payment for services satisfactorily performed such compensation not to exceed four million dollars (\$4,000,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three hundred twenty-seven thousand five hundred dollars (\$327,500.00) 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 four million, three hundred twenty-seven thousand five hundred dollars (\$4,327,500.00) for the term of this agreement.**

B. Payment. The total compensation under this Agreement shall not exceed four million three hundred-seven thousand five hundred dollars (\$4,327,500) including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

D. **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 **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and 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 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 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 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 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 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. 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.

All terms and conditions of the RFP#24060 Owner Representative Project Management Services and the Contractor's response to such document(s) are incorporated herein 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 a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

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:
Regina Wheeler, Public Works Department Director
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
rawheeler@santafenm.gov

To the Contractor:
Lloyd J Gronning, President
Capital Project Management Services LLC
199 East Chili Line Road
Santa Fe, NM 87508
lgronning@cpgms.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:


Alan Webber (Dec 15, 2024 14:12 MST)
ALAN WEBBER, MAYOR


CONTRACTOR:
Capital Program Management Services LLC

Lloyd Gronning
LLOYD J. GRONNING, PRESIDENT

DATE: Nov 6, 2024

NMBTIN: 03563637008

ATTEST:


Andrea Salazar (Dec 16, 2024 08:59 MST)
CITY CLERK xiv
GB MTG 12/11/2024

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 6, 2024 09:14 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2024

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

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

PRODUCER The Hartwell Corporation PO Box 51019 Idaho Falls, ID 83405	CONTACT NAME: Aubrey Archuleta PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: aubrey@thehartwellcorp.com INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: Charter Oak Fire Insurance Co 25615 INSURER B: XL Design Professional INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Capital Program Management Services LLC 199 East Chili Line Road Santa Fe, NM 87508	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			6808S794039	11/3/2024	11/3/2025	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liabili			DPS9984838	11/3/2023	11/3/2024	Each Claim	1,000,000
B	Professional Liabili			DPS9984838	11/3/2023	11/3/2024	Aggregate	2,000,000

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

CERTIFICATE HOLDER City of Santa Fe PO Box 909 Santa Fe, NM 87504	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. AUTHORIZED REPRESENTATIVE
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ARCHULETA, AMANDA J.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, April 30, 2024 9:40 AM
To: ARCHULETA, AMANDA J.
Subject: Re: Scope of Work

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

Good morning Amanda,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

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

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

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

On Tue, Apr 30, 2024 at 9:28 AM ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov> wrote:

Good Morning Matt,

Would Horizon's be interested in the scope of work below,

A. SCOPE OF WORK

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
 - a. Assist with the preparation and review of scopes of work
 - b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
 - c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
 - d. Identification of risks and mitigation actions
 - e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding
 - a. Assist in identification potential funding sources.
 - b. Assist with development of funding applications.
 - c. Assist in ensuring project activities adhere to funding requirements.
 - d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement
 - a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

- a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
- b. Ensure project plan and administration adhere to all requirements of funding sources.
- c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
- d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
- e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
- f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:
 - i. Review of Plans and Plats
 - ii. Design Analysis Reports (DARs)
 - iii. Drainage Reports
 - iv. Design Plans at all phases
 - v. Conformance to standards and specifications
 - vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents
 - vii. A/E Contract Exhibit Review
 - viii. Safety Studies
 - ix. Corridor studies
 - x. Traffic Impact Analysis
 - xi. Lighting and Signalization Reports
 - xii. Engineering Estimates Opinions of Probable Cost
 - xiii. Value Engineering
- g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
- h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.

- i. Lead and document project meetings;
 - j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
 - k. Assist in developing and or reviewing cost estimates;
 - l. Perform or scope and oversee completion of commissioning services;
 - m. Perform project closeout;
 - n. Ensure that project actions comply with any and all requirements of funding
 - o. Support presentations to Governing Body, agency stakeholders and committees.
 - p. Represent the City on behalf of the Project.
5. Construction
- a. Perform construction management services,
 - b. Provide digital photo and/or video logs of construction progress at each stage;
 - c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
 - d. Construction quality control monitoring, testing and inspection;
 - e. Assist in resolution of unforeseen conditions
 - f. Continue to maintain critical path schedule
6. Asset Management
- a. Assist with claim analysis and development of corrective action plans;
 - b. Provide expert witness services,
 - c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you for your consideration,

Amanda Archuleta

Public Works – Complete Streets Contracts Administrator

Phone: 505-955-6631

Mobile: 505-629-7286

Email: ajarchuleta@santafenm.gov

ARCHULETA, AMANDA J.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Thursday, May 2, 2024 10:32 AM
To: ARCHULETA, AMANDA J.
Cc: Purchasing DET
Subject: RE: Request for Determination

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) 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
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used 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.ta%20cv2/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.ta%20ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to 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

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

Internal Link: 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

From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Thursday, May 2, 2024 10:10 AM

To: Purchasing DET <purchasing_det@santafenm.gov>

Subject: Request for Determination

Good Morning,

I am requesting a Determination on the scope of work below:

SCOPE OF WORK

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

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- viii. Safety Studies
- ix. Corridor studies
- x. Traffic Impact Analysis
- xi. Lighting and Signalization Reports
- xii. Engineering Estimates Opinions of Probable Cost
- xiii. Value Engineering

- g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
- h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
- i. Lead and document project meetings;
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6. Continue to maintain critical path schedule

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Thank you in advance,

Amanda Archuleta

Public Works – Complete Streets Contracts Administrator

Phone: 505-955-6631

Mobile: 505-629-7286

Email: ajarchuleta@santafenm.gov

Signature: XAVIER VIGIL

XAVIER VIGIL (Dec 14, 2024 17:17 MST)

Email: xivigil@santafenm.gov