



The Purchasing Memo

Date: January 26, 2026

To: ~~Mark Scott, City Manager~~ Chief Brian Moya/Interim City Manager

From: Zoe Isaacson, River and Watershed Manager

Via: Sam Burnett, Interim Public Works Director

Melissa McDonald, Parks and Open Space Division Director

Subject: Santa Fe River Repairs at Cristobal Colon

Vendor Name: Agua Fria Engineering

Munis Vendor Number: 11258

ITEM AND ISSUE:

The River & Watershed Section respectfully requests your review and approval of Munis Contract #2025-011 in the total amount of \$31,816.69 including NMGRT for the Santa Fe River Repair at Cristobal Colon for a term of 4 years with Agua Fria Engineering.

CONTRACT NUMBER:

The FY26 Munis contract number is 2025-011.

BACKGROUND AND SUMMARY:

The Santa Fe River Repair at Cristobal Colon aims to stabilize and repair failed grade control structures along a ~1000 linear feet section of the Santa Fe River from approximately Camino de la Vuelta to Camino Rio. The project scope encompasses the construction of five grade control structures (cross-vanes). The design will replace standard “A” shape cross-vanes, with more robust two-staged cross-vanes with grouted-in-place boulder ramps. Additional “toe” rock will be placed below grade to enhance scour protection. The infrastructure improvements will protect against a 100-year storm event and help prevent catastrophic failures of the river channel, banks, and adjacent trail.

As the Santa Fe River is an ephemeral channel, work within the waterway is constrained by native flows and localized storm events; therefore, the target date for completing this work is prior to the 2026 monsoon season.

- Tentative start date: 3/9/2026
- Tentative substantial completion: 6/15/2026
- Tentative final walkthrough: 6/26/2026

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Stormwater Utility/231

Munis Org Name/Number: Stormwater/2310411

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 01/27/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-125, Small Purchase

Chief Procurement Officer (CPO)/Designee: Johann Lovato Montano **Date:** 01/27/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: EPM2423103

Approval: Rebecca Lovato-Sansawang

Title: Accounting Manager

Date: 01/27/2026

Comment/Exceptions: _____

ATTACHMENTS:

Horizons Declination

CPO Service Determination Email

Small Purchase <\$60,000 – three quotes

Vendor's Quote

Certificate of Liability Insurance (COI)

Professional Services Contract No. 2025-011



October 24, 2025

Zoë Issacson
River and Watershed Manager
City of Santa Fe
1142 Siler Road
Santa Fe, NM 87507
Email: zrisaacson@santafenm.gov

Subject: Engineering Services Proposal for the Santa Fe River Repair at Cristobal Colon Project

Dear Ms. Isaacson:

I am pleased to submit this Engineering Services Proposal for the Santa Fe River Repair at Cristobal Colon Project. The proposed cost to provide engineering services is \$31,816.69. I am prepared to begin work on the Project immediately upon receiving a work order and Notice to Proceed. This Engineering Services Proposal includes the following attached documents:

1. Exhibit A – Engineering Services Proposal
2. Exhibit B – Standard Terms and Conditions

I appreciate the opportunity to submit this proposal and look forward to working with the City on this important project. Please call me at (505)469-3111, or email me at andy@aguafriaengineering.com if you have any questions or if additional information would be helpful.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andy Strasser", is written over a light blue circular stamp.

Andy Strasser, P.E.
Principal

Attachments: Exhibit A – Engineering Services Proposal
Exhibit B – Standard Terms and Conditions

INTRODUCTION

The Santa Fe River Repairs at Cristobal Colón Project, henceforth Project, involves stabilization and repair of failed grade-control structures along an approximately 1,000-linear-foot reach of the Santa Fe River extending from Camino de la Vuelta to Camino Rio. The project is being implemented by the City of Santa Fe (henceforth “City”) to restore channel stability, protect the adjacent trail and banks from erosion, and improve the long-term resiliency of the Santa Fe River corridor.

The scope of construction includes reestablishing five (5) failed grade control structures with grouted boulder ramps with integrated still basins, cutoff sills, and subsurface drain tiles. The project also includes revegetation and tree planting along the channel banks adjacent to the grade control structures and construction access and staging areas. The construction plans and specifications were developed by William J Miller Engineers, Inc., on June 27, 2025 (certified by Andrew Strasser, P.E. Lic. # 26807).

Agua Fria Engineering, LLC (henceforth, “AFE”) proposes to provide the City with construction-phase engineering and oversight services to ensure that all construction work conforms to the approved plans, specifications, and contract documents. The Engineer’s services will also facilitate the effective coordination among the City, the construction contractor, and adjacent property owners throughout the construction process.

QUALIFICATIONS STATEMENT

Agua Fria Engineering, LLC is a Santa Fe–based civil and water-resources engineering firm specializing in acequia infrastructure, river restoration, drainage design, and hydraulic and hydrological analysis. Founded by Andrew M. Strasser, P.E., the firm combines engineering expertise with a deep understanding of Northern New Mexico’s unique hydrologic, geomorphic, and cultural landscapes. AFE provides a full range of professional services including hydrologic and hydraulic modeling, site grading and drainage design, irrigation system improvements, permitting assistance, and construction-phase engineering support.

Mr. Strasser brings local experience with the Santa Fe River and its restoration corridor. He has previously assisted the City of Santa Fe with the design development and construction oversight for the restoration segment extending from Ricardo Bridge to La Joya Street, gaining first-hand familiarity with the site’s hydraulic conditions, riparian systems, and unique constructability constraints. He also serves as the Engineer of Record for the current plan set for the forthcoming Santa Fe River Restoration Project, ensuring design continuity, technical accuracy, and effective implementation oversight.

SCOPE OF WORK

AFE proposes to provide construction-phase engineering services consisting of the following tasks, based on the Request for proposal provided by the City of Santa Fe River and Watershed Division on October 20, 2025:

Task 1 – Project Management, Communication, and Coordination

AFE will manage all aspects of project administration and coordination throughout the construction phase to ensure that the project proceeds efficiently, accurately, and in accordance with design intent. Responsibilities will include:

- 1.1. Regular update meetings with City staff and the Contractor’s Project Manager (PM)
- 1.2. Assist in informing and coordination with adjacent property owners and stakeholders
- 1.3. Approve construction/material submittals
- 1.4. Process Contractor’s Pay Applications to approve quantities and confirm cost, assist with tracking construction budget, and work with contractor to prepare and submit Change Orders
- 1.5. Prior to start of construction, help coordinate, plan and conduct an ENN, if deemed necessary by the City.

Task 2 – Bidding Support and Requests for Information (RFIs)

Prior to construction, the Engineer will assist the City in finalizing the bid package and managing the bid process. Work under this task will include:

- 2.1 Verify and update construction documents including plans, specifications, and bidding materials
- 2.2 Participating in the pre-bid meeting
- 2.3 Responding to contractors’ requests for information (RFI), issuing addenda, and amending construction documents, as needed
- 2.4 Review and tabulate bids and assist the City with awarding a construction contract

Task 3 – Construction Oversight

During the active construction phase, the Engineer will perform regular field observation and documentation to ensure work is completed in substantial compliance with the plans and specifications. Activities will include:

- 3.1. Conducting at least three site visits per week to monitor progress, review workmanship, and identify any field adjustments required as well as attending and documenting milestone meetings with the Contractor and City (no fewer than five, including pre-construction, progress, and closeout meetings).
- 3.2. Supporting project closeout activities, including final walkthrough, development and verification of completion of itemized punch lists, certification of quantities, and preparation of as-built drawings.
- 3.3. Provide documentation of construction phase engineering activities including field notes, communication logs, and any other relevant documents.

SCHEDULE

AFE is prepared to assist the City with implementing any necessary revisions to the construction documents and initiating the bidding process immediately upon receiving a work order or Notice to Proceed (NTP). After receiving the NTP, AFE will coordinate closely with the City to establish a bidding and construction schedule that aligns with project constraints such as project site weather conditions, river flows, and community needs

The following table outlines the anticipated schedule of deliverables for the construction-phase engineering services. These milestones represent key tasks to be completed by AFE in coordination with the City and the Contractor to ensure timely and effective project execution. The schedule is intended to serve as a guideline and may be adjusted as needed based on actual construction progress, field conditions, and coordination with project stakeholders.

Task/subtask no.	Task Description	Deliverable	Completion Time
1.3	Approve Contractors submittals	Approval form and email to Contractor	3 days after receiving submittal
1.4	Process contractors Payment applications	Memorandum to City PM recommending payment	3 days after receiving notification pay application
2.1	Verify and update Construction Documents	Updated plans, specifications and construction documents	14 days after receiving feedback from the City
2.3	Respond to RFI	Addenda or Clarification Memorandum	1 day after receiving a valid RFI
2.4	Review and Tabulate bids	Bid tabulation and contract award recommendation	2 days after reviving bids
3.2	Project Closeout activities	As-built drawings	30 days after project completion
3.3	Provide Project Documentation	Transmittal of photos, notes, etc.	5 days after receiving request from the City

ENGINEERING COST

The total cost to provide construction phase engineering services is **\$31,816.69**. This cost includes the cost of labor, overhead on direct labor, equipment, general and administrative expenses, and New Mexico gross receipts tax. A detailed breakdown of the estimated time and associated costs for each task and a schedule of Labor and equipment rates is provided on Page A-4 (Construction Phase Engineering Budget Table).

Unanticipated circumstances that arise during the course of the project—such as unforeseen site conditions, design modifications, or requests for additional services—may necessitate adjustments to the scope of work and result in additional fees. In such cases, AFE will coordinate closely with the City prior to implementing any changes or initiating work beyond the approved scope. Any additional services will be documented and authorized in advance, and the associated fees will be billed in accordance with the hourly rates outlined on page A-4 (Construction Phase Engineering Budget Table).

Construction Phase Engineering Budget Table

Santa Fe River Repairs at Cristobal Colon
City of Santa Fe

By: Agua Fria Engineering LLC
October 24, 2025

Task no.	Task Description	Labor Hours	Engineering Labor Cost	No. of trips	Travel Expenses	Equipment/Supplies	Total Cost
1	Project Management, communication, and Coordination	36	\$5,040.00	0	\$0.00	\$100.00	\$5,140.00
1.1	Regular Meetings with City Staff and Contractor PM	12					
1.2	Assist in coordinating with Adjacent Property Owners and stakeholders	6					
1.3	Approve contractor submittals	6					
1.4	Process Contractor's payment applications	8					
1.5	ENN Assistance	4				\$100.00	
2	Bidding Process Support	26	\$3,640.00	2	\$10.00	\$100.00	\$3,750.00
2.1	Verify and update construction documents including, plans, specifications, and	10		1		\$100.00	
2.2	Participate in Pre-bid meeting	4		1			
2.3	Respond to RFIs, issuing addenda, and amendments to construction documents	8					
2.4	Review and tabulate bids and assist the City with awarding the construction contract	4					
3	Construction Oversight	140	\$19,600.00	37	\$180.00	\$1,100.00	\$20,880.00
3.1	Site Visits: 3 per week and project milestones	124		36		\$750.00	
3.2	Project closeout tasks, as built drawings , drawdown requests and certifications	8		1		\$350.00	
3.3	Project documentation (logs, notes, and photos)	8					
SUBTOTAL:							\$29,770.00
NMGRT @ 6.8750%							\$2,046.69
CONSTRUCTION PHASE ENGINEERING TOTAL:							\$31,816.69

Schedule of Labor and Equipment Rates		
Item	Unit	Rate
Principal Engineer	Hourly	\$140.00
Vehicle Mileage	Per Mile	\$0.70
Total Station Survey Equipment	Per Day	\$400.00
RTK Survey Equipment	Per Day	\$250.00
UAS (Drone)	Per Day	\$50.00

This Agreement is hereby made and entered into by and between the CLIENT and AGUA FRIA ENGINEERING LLC a New Mexico company hereinafter referred to as the ENGINEER.

- 1) Agreement: This Agreement, including any Exhibits incorporated herein by reference represents the entire agreement between the ENGINEER and the CLIENT and supersedes all prior negotiations, representations, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both the CLIENT and the ENGINEER. In the event of conflict between this Agreement and any prior document, this Agreement shall govern and prevail.
- 2) Terms of Compensation. The CLIENT shall compensate the ENGINEER for the services described in Exhibit A. The ENGINEER shall submit monthly to the CLIENT for services rendered an itemized invoice showing charges for the work completed for each task. The CLIENT shall submit payment to the ENGINEER within thirty (30) days upon receipt of the ENGINEER invoice.
- 3) Taxes. ENGINEER acknowledges that it shall be liable for and shall pay to the New Mexico Taxation and Revenue Department, the applicable gross receipts tax on all monies paid to him under this Agreement.
- 4) Schedule and Term of Agreement: The work shall be completed in compliance with the schedule as agreed upon and outlined in this Agreement. This Agreement shall terminate six (6) months from the date of this Agreement, unless terminated pursuant to Section 5 or 11 of this Agreement. The CLIENT shall retain the right to extend this Agreement upon such terms and conditions acceptable to both parties.
- 5) Termination of Agreement: This Agreement may be terminated by either party upon fifteen (15) days written notice to the other. In the event of a termination, the CLIENT shall pay for all reasonable charges for work performed and demobilization by the ENGINEER to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
- 6) Changes and Delays in Work:
Work beyond the scope of services described in the Scope of Work (Exhibit A) included in this Agreement, or re-doing any part of the project scope through no fault of the ENGINEER, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by the ENGINEER at the commencement of this Agreement, the ENGINEER shall notify the CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. The CLIENT and the ENGINEER agree to negotiate in good faith any changes to the price, terms and conditions or schedule of this Agreement.
- 7) Permits, Utilities and Access: Unless otherwise agreed in writing, the CLIENT shall: 1) make all necessary arrangements for right of entry to provide the ENGINEER access to the site for all equipment and personnel at no charge to the ENGINEER; 2) make available to the ENGINEER all relevant information and documents under its control regarding past, present and proposed conditions of the site, including but not limited to survey's, topographic studies, hydraulic and hydrologic studies, and previous construction project plans and documents, and any new information that becomes available or any changes in plans. While the ENGINEER will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold the ENGINEER harmless for any damages required for right of entry and completion of work.

- 8) **Status of ENGINEER.** The ENGINEER acknowledges that it is an independent contractor and as such neither it nor its employees shall be considered employees or agents of the CLIENTS nor shall they be eligible to accrue leave, benefits, use of the CLIENT'S equipment or any other benefit provided CLIENTS' employees.
- 9) **Insurance.** The ENGINEER shall obtain and maintain, at the ENGINEER'S expense, insurance coverage sufficient to protect against claims arising from the performance of services under this Agreement. Such insurance shall include, at a minimum, the following coverages and limits:

Policy Type	Limits
General Liability	\$1,000,000 Per occurrence
	\$2,000,000 Aggregate
Professional Liability (Errors and omissions)	\$1,000,000 Per occurrence
	\$1,000,000 Aggregate
Workers Compensation	\$100,000 Each accident
	\$500,000 Aggregate

The ENGINEER shall provide the CLIENT with certificates of insurance evidencing the above coverage prior to commencing work. Such certificates shall be maintained current for the duration of this Agreement. All policies shall provide that the CLIENT will receive no less than thirty (30) days' written notice prior to cancellation, non-renewal, or material change in coverage.

- 10) **Standard of Care.** Notwithstanding any clause in this Agreement to the contrary, ENGINEER expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether ENGINEER performed its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.
- 11) **Dispute Resolution:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the New Mexico court system. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees. The procedures shall be the sole and exclusive procedures for the resolution of Disputes. To the extent not prohibited by law, the parties hereby waive trial by jury with respect to any action or proceeding brought in connection with this agreement.

From: [Vincent Steiner](#)
To: [JORDY, CLAIRE S.](#)
Cc: [ISAACSON, ZOE R.](#); [Alandren Etlantus](#); [Sarah Ganley](#)
Subject: RE: Quote for Construction Oversight - Santa Fe River Repair at Cristobal Colon
Date: Tuesday, October 28, 2025 12:46:29 PM
Attachments: [image001.png](#)

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

Hi Claire,

Thank you for the opportunity to provide a proposal for the construction phase/oversight services noted below. Unfortunately, considering that we did not perform the design for the referenced project and have not been part of the consultant team to date we **respectfully decline** to submit a proposal/quote.

Our BHI team values our relationship with the City of Santa Fe, particularly with the River and Watershed Section, and look forward to other opportunities to provide you with proposals for other work down the line.

Vince Steiner

Vice President
Surface Water

Bohannon Huston

p: 505-798-7862

Upcoming Out of Office: October 30-November 4, November 24-30

From: JORDY, CLAIRE S. <csjordy@santafenm.gov>
Sent: Tuesday, October 28, 2025 9:04 AM
To: Vincent Steiner <vsteiner@bhinc.com>
Cc: ISAACSON, ZOE R. <zrisaacson@santafenm.gov>
Subject: Quote for Construction Oversight - Santa Fe River Repair at Cristobal Colon

Hi Vince,

I'm wondering if you can provide a quote for the attached SOW for construction oversight of Santa Fe River Repair at Cristobal Colon for the City of Santa Fe. We are obtaining three quotes for the construction phase, which will include help with the pre-construction meeting and bid tabulation, approval of submittals, and construction management for plans. These plans (attached) were developed by William J. Miller Engineers.

All the best,

Claire Jordy

Project Manager II

River and Watershed Section

City of Santa Fe

phone: 505-469-8849

email: csjordy@santafenm.gov



CITY OF SANTA FE
RIVER & WATERSHED

From: [Ashton, Tyler](#)
To: [JORDY, CLAIRE S.](#)
Cc: [ISAACSON, ZOE R.](#)
Subject: RE: Quote for Construction Oversight - Santa Fe River Repair at Cristobal Colon
Date: Tuesday, November 4, 2025 12:13:20 PM
Attachments: [image001.png](#)

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

Hey Claire,

At this time, we don't have the capacity to take on this project, but we are very interested in future opportunities with the City.

Thanks,

Tyler

Tyler Ashton, PE, CFM, PMP

Civil Practice Lead, Southwest Region | Wilson & Company, Inc., Engineers & Architects | 505-348-4121 (direct) | 505-205-4859 (cell)

From: JORDY, CLAIRE S. <csjordy@santafenm.gov>
Sent: Monday, October 27, 2025 3:55 PM
To: Ashton, Tyler <Tyler.Ashton@wilsonco.com>
Cc: ISAACSON, ZOE R. <zrisaacson@santafenm.gov>
Subject: Quote for Construction Oversight - Santa Fe River Repair at Cristobal Colon

You don't often get email from csjordy@santafenm.gov. [Learn why this is important](#)

WARNING!: This email originated from outside of the organization. DO NOT click links, open attachments, or respond unless you are absolutely certain the content is safe. Recognition of the sender's name does NOT guarantee safety as account compromise must be considered.

Hi Tyler,

My name is Claire Jordy – I am a Project Manager with the City of Santa Fe's River & Watershed Section, with Zoe Isaacson. We are wondering if you can provide a quote for the attached SOW for construction oversight of Santa Fe River Repair at Cristobal Colon. We are obtaining three quotes for the construction phase, which will include help with the pre-construction meeting

and bid tabulation, approval of submittals, and construction management for plans. These plans (attached) were developed by William J. Miller Engineers.

All the best,

Claire Jordy

Project Manager II
River and Watershed Section
City of Santa Fe

phone: 505-469-8849

email: csjordy@santafenm.gov



Confidential/Proprietary Note: The information in this email is confidential and may be legally privileged. Access to this email by anyone other than the intended addressee is unauthorized. If you are not the intended recipient of this message, any review, disclosure, copying, distribution, retention, or any action taken or omitted to be taken in reliance on it is prohibited and may be unlawful. If you are not the intended recipient, please reply to or forward a copy of this message to the sender and delete the message, any attachments, and any copies thereof from your system. Thank you.



Services Offered to the City of Santa Fe (FY26)

Engineers, construction mgmt - not included in services

Approved:

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

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

Permissive:

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

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

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



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

Date: _____

Emily Oster, Finance Director

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2025

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C. No. Ext): (855) 222-5919		FAX (A/C. No.):
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Next Insurance US Company			16285
INSURED Agua Fria Engineering LLC 3937 Agua Fria St Santa Fe, NM 87507	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 939120800

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXYTQTHQ4-00-GL	03/17/2025	03/17/2026	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
							MED EXP (Any one person) \$15,000.00
							PERSONAL & ADV INJURY \$1,000,000.00
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <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						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is City of Santa Fe. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Santa Fe
 200 Lincoln Ave.
 Santa Fe, NM 87504

LIVE CERTIFICATE



Click or scan to view

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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CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Santa Fe River Repair at Cristobal Colon

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and Agua Fria Engineering, 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 Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Section 13-1-125, Small Purchase; and

WHEREAS, the CPO has determined that is contract qualifies as a “small purchase” under the procurement code, NMSA 1978, section 13-1-125.

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 Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services for the City:

Task 1 – Project Management, Communication, and Coordination

Contractor will manage all aspects of project administration and coordination throughout the construction phase

to ensure that the project proceeds efficiently, accurately, and in accordance with design intent. Responsibilities will include:

- Regular update meetings between City staff and the Contractor’s Project Manager (PM).
- Assist in informing and coordination with adjacent property owners and stakeholders.
- Approval of construction/material submittals.
- Process Contractor’s Pay Applications to approve quantities and confirm cost, assist with tracking construction budget, and work with contractor to prepare and submit Change Orders.
- Prior to start of construction, help coordinate, plan and conduct an ENN, if deemed necessary by the City.

Task 2 – Bidding Support and Requests for Information (RFIs)

Prior to construction, the Engineer will assist the City in finalizing the bid package and managing the bid process. Work under this task will include:

- Verify and update construction documents including plans, specifications, and bidding materials
- Participating in the pre-bid meeting
- Responding to contractors’ requests for information (RFI) and amending construction documents, as needed
- Review and tabulate bids and assist the City with awarding a construction contract

Task 3 – Construction Oversight

During the active construction phase, the Engineer will perform regular field observation and documentation to ensure work is completed in substantial compliance with the plans and specifications. Activities will include:

- Conducting at least three site visits per week to monitor progress, review workmanship, and identify any field adjustments required as well as attending and documenting milestone meetings with the Construction contractor and City (no fewer than five, including preconstruction, progress, and closeout meetings).
- Supporting project closeout activities, including final walkthrough, development and verification of completion of itemized punch lists, certification of quantities, and preparation of as-built drawings.
- Provide documentation of construction phase engineering activities including field notes, communication logs, and any other relevant documents.

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to Santa Fe River Repair at Cristobal Colon for the City, as set forth in this Contract. 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. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A. For the services described in the scope of work, the City agrees pay the Contractor \$29,770.00. The services in the contract include GRT levied at the rate of 6.875% equaling \$2,046.69. The total compensation for the contract including GRT is \$31,816.69.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

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 the Termination and Appropriations articles of this contract. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- B. Notice; City Opportunity to Cure.
 - 1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.

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

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, NMSA 1978, Chapter 10, Article 16.
- 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 Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, 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 **2025-011 - Santa Fe River Repair at Cristobal Colon** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract 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

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.

22.1. 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 \$1,000,000 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.

22.2. 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.

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, NMSA 1978, Section 41-4-1, et. seq., 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:

<u>To the City:</u> Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Claire Jordy River & Watershed Section Project Manager II 1142 Siler Rd Santa Fe, NM 87507 csjordy@santafenm.gov (505) 469-8849	<u>To the Contractor:</u> Andy Strasser Agua Fria Engineering 3937 Agua Fria St Santa Fe, NM 87507 andy@aguafriaengineering.com 505-469-3111
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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 Contract, 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 Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract 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 Contract 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 Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of 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 Contract.

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

CITY OF SANTA FE:

CONTRACTOR:
AGUA FRIA ENGINEERING

BRIAN MOYA

CHIEF BRIAN MOYA 01/27/2026
INTERIM CITY MANAGER

Andy Strasser

ANDY STRASSER
OWNER

DATE: Jan 25, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS

GERALYN CARDENAS, INTERIM CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault

Kevin L. Nault (Jan 26, 2026 09:16:41 MST)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA

FINANCE DIRECTOR

Exhibits List

Exhibit A – Engineering Services Proposal

Exhibit B – Standard Terms and Conditions

Exhibit A

**Engineering Services Proposal – Agua
Fria Engineering**



October 24, 2025

Zoë Issacson
River and Watershed Manager
City of Santa Fe
1142 Siler Road
Santa Fe, NM 87507
Email: zrisaacson@santafenm.gov

Subject: Engineering Services Proposal for the Santa Fe River Repair at Cristobal Colon Project

Dear Ms. Isaacson:

I am pleased to submit this Engineering Services Proposal for the Santa Fe River Repair at Cristobal Colon Project. The proposed cost to provide engineering services is \$31,816.69. I am prepared to begin work on the Project immediately upon receiving a work order and Notice to Proceed. This Engineering Services Proposal includes the following attached documents:

1. Exhibit A – Engineering Services Proposal
2. Exhibit B – Standard Terms and Conditions

I appreciate the opportunity to submit this proposal and look forward to working with the City on this important project. Please call me at (505)469-3111, or email me at andy@aguafriaengineering.com if you have any questions or if additional information would be helpful.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andy Strasser", is written over a light blue circular stamp.

Andy Strasser, P.E.
Principal

Attachments: Exhibit A – Engineering Services Proposal
Exhibit B – Standard Terms and Conditions

INTRODUCTION

The Santa Fe River Repairs at Cristobal Colón Project, henceforth Project, involves stabilization and repair of failed grade-control structures along an approximately 1,000-linear-foot reach of the Santa Fe River extending from Camino de la Vuelta to Camino Rio. The project is being implemented by the City of Santa Fe (henceforth “City”) to restore channel stability, protect the adjacent trail and banks from erosion, and improve the long-term resiliency of the Santa Fe River corridor.

The scope of construction includes reestablishing five (5) failed grade control structures with grouted boulder ramps with integrated still basins, cutoff sills, and subsurface drain tiles. The project also includes revegetation and tree planting along the channel banks adjacent to the grade control structures and construction access and staging areas. The construction plans and specifications were developed by William J Miller Engineers, Inc., on June 27, 2025 (certified by Andrew Strasser, P.E. Lic. # 26807).

Agua Fria Engineering, LLC (henceforth, “AFE”) proposes to provide the City with construction-phase engineering and oversight services to ensure that all construction work conforms to the approved plans, specifications, and contract documents. The Engineer’s services will also facilitate the effective coordination among the City, the construction contractor, and adjacent property owners throughout the construction process.

QUALIFICATIONS STATEMENT

Agua Fria Engineering, LLC is a Santa Fe–based civil and water-resources engineering firm specializing in acequia infrastructure, river restoration, drainage design, and hydraulic and hydrological analysis. Founded by Andrew M. Strasser, P.E., the firm combines engineering expertise with a deep understanding of Northern New Mexico’s unique hydrologic, geomorphic, and cultural landscapes. AFE provides a full range of professional services including hydrologic and hydraulic modeling, site grading and drainage design, irrigation system improvements, permitting assistance, and construction-phase engineering support.

Mr. Strasser brings local experience with the Santa Fe River and its restoration corridor. He has previously assisted the City of Santa Fe with the design development and construction oversight for the restoration segment extending from Ricardo Bridge to La Joya Street, gaining first-hand familiarity with the site’s hydraulic conditions, riparian systems, and unique constructability constraints. He also serves as the Engineer of Record for the current plan set for the forthcoming Santa Fe River Restoration Project, ensuring design continuity, technical accuracy, and effective implementation oversight.

SCOPE OF WORK

AFE proposes to provide construction-phase engineering services consisting of the following tasks, based on the Request for proposal provided by the City of Santa Fe River and Watershed Division on October 20, 2025:

Task 1 – Project Management, Communication, and Coordination

AFE will manage all aspects of project administration and coordination throughout the construction phase to ensure that the project proceeds efficiently, accurately, and in accordance with design intent. Responsibilities will include:

- 1.1. Regular update meetings with City staff and the Contractor’s Project Manager (PM)
- 1.2. Assist in informing and coordination with adjacent property owners and stakeholders
- 1.3. Approve construction/material submittals
- 1.4. Process Contractor’s Pay Applications to approve quantities and confirm cost, assist with tracking construction budget, and work with contractor to prepare and submit Change Orders
- 1.5. Prior to start of construction, help coordinate, plan and conduct an ENN, if deemed necessary by the City.

Task 2 – Bidding Support and Requests for Information (RFIs)

Prior to construction, the Engineer will assist the City in finalizing the bid package and managing the bid process. Work under this task will include:

- 2.1 Verify and update construction documents including plans, specifications, and bidding materials
- 2.2 Participating in the pre-bid meeting
- 2.3 Responding to contractors’ requests for information (RFI), issuing addenda, and amending construction documents, as needed
- 2.4 Review and tabulate bids and assist the City with awarding a construction contract

Task 3 – Construction Oversight

During the active construction phase, the Engineer will perform regular field observation and documentation to ensure work is completed in substantial compliance with the plans and specifications. Activities will include:

- 3.1. Conducting at least three site visits per week to monitor progress, review workmanship, and identify any field adjustments required as well as attending and documenting milestone meetings with the Contractor and City (no fewer than five, including pre-construction, progress, and closeout meetings).
- 3.2. Supporting project closeout activities, including final walkthrough, development and verification of completion of itemized punch lists, certification of quantities, and preparation of as-built drawings.
- 3.3. Provide documentation of construction phase engineering activities including field notes, communication logs, and any other relevant documents.

SCHEDULE

AFE is prepared to assist the City with implementing any necessary revisions to the construction documents and initiating the bidding process immediately upon receiving a work order or Notice to Proceed (NTP). After receiving the NTP, AFE will coordinate closely with the City to establish a bidding and construction schedule that aligns with project constraints such as project site weather conditions, river flows, and community needs

The following table outlines the anticipated schedule of deliverables for the construction-phase engineering services. These milestones represent key tasks to be completed by AFE in coordination with the City and the Contractor to ensure timely and effective project execution. The schedule is intended to serve as a guideline and may be adjusted as needed based on actual construction progress, field conditions, and coordination with project stakeholders.

Task/subtask no.	Task Description	Deliverable	Completion Time
1.3	Approve Contractors submittals	Approval form and email to Contractor	3 days after receiving submittal
1.4	Process contractors Payment applications	Memorandum to City PM recommending payment	3 days after receiving notification pay application
2.1	Verify and update Construction Documents	Updated plans, specifications and construction documents	14 days after receiving feedback from the City
2.3	Respond to RFI	Addenda or Clarification Memorandum	1 day after receiving a valid RFI
2.4	Review and Tabulate bids	Bid tabulation and contract award recommendation	2 days after reviving bids
3.2	Project Closeout activities	As-built drawings	30 days after project completion
3.3	Provide Project Documentation	Transmittal of photos, notes, etc.	5 days after receiving request from the City

ENGINEERING COST

The total cost to provide construction phase engineering services is **\$31,816.69**. This cost includes the cost of labor, overhead on direct labor, equipment, general and administrative expenses, and New Mexico gross receipts tax. A detailed breakdown of the estimated time and associated costs for each task and a schedule of Labor and equipment rates is provided on Page A-4 (Construction Phase Engineering Budget Table).

Unanticipated circumstances that arise during the course of the project—such as unforeseen site conditions, design modifications, or requests for additional services—may necessitate adjustments to the scope of work and result in additional fees. In such cases, AFE will coordinate closely with the City prior to implementing any changes or initiating work beyond the approved scope. Any additional services will be documented and authorized in advance, and the associated fees will be billed in accordance with the hourly rates outlined on page A-4 (Construction Phase Engineering Budget Table).

Construction Phase Engineering Budget Table

Santa Fe River Repairs at Cristobal Colon
City of Santa Fe

By: Agua Fria Engineering LLC
October 24, 2025

Task no.	Task Description	Labor Hours	Engineering Labor Cost	No. of trips	Travel Expenses	Equipment/Supplies	Total Cost
1	Project Management, communication, and Coordination	36	\$5,040.00	0	\$0.00	\$100.00	\$5,140.00
1.1	Regular Meetings with City Staff and Contractor PM	12					
1.2	Assist in coordinating with Adjacent Property Owners and stakeholders	6					
1.3	Approve contractor submittals	6					
1.4	Process Contractor's payment applications	8					
1.5	ENN Assistance	4				\$100.00	
2	Bidding Process Support	26	\$3,640.00	2	\$10.00	\$100.00	\$3,750.00
2.1	Verify and update construction documents including, plans, specifications, and	10		1		\$100.00	
2.2	Participate in Pre-bid meeting	4		1			
2.3	Respond to RFIs, issuing addenda, and amendments to construction documents	8					
2.4	Review and tabulate bids and assist the City with awarding the construction contract	4					
3	Construction Oversight	140	\$19,600.00	37	\$180.00	\$1,100.00	\$20,880.00
3.1	Site Visits: 3 per week and project milestones	124		36		\$750.00	
3.2	Project closeout tasks, as built drawings , drawdown requests and certifications	8		1		\$350.00	
3.3	Project documentation (logs, notes, and photos)	8					
SUBTOTAL:							\$29,770.00
NMGRT @ 6.8750%							\$2,046.69
CONSTRUCTION PHASE ENGINEERING TOTAL:							\$31,816.69

Schedule of Labor and Equipment Rates		
Item	Unit	Rate
Principal Engineer	Hourly	\$140.00
Vehicle Mileage	Per Mile	\$0.70
Total Station Survey Equipment	Per Day	\$400.00
RTK Survey Equipment	Per Day	\$250.00
UAS (Drone)	Per Day	\$50.00

Exhibit B

Standard Terms and Conditions – Agua Fria
Engineering

This Agreement is hereby made and entered into by and between the CLIENT and AGUA FRIA ENGINEERING LLC a New Mexico company hereinafter referred to as the ENGINEER.

- 1) Agreement: This Agreement, including any Exhibits incorporated herein by reference represents the entire agreement between the ENGINEER and the CLIENT and supersedes all prior negotiations, representations, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both the CLIENT and the ENGINEER. In the event of conflict between this Agreement and any prior document, this Agreement shall govern and prevail.
- 2) Terms of Compensation. The CLIENT shall compensate the ENGINEER for the services described in Exhibit A. The ENGINEER shall submit monthly to the CLIENT for services rendered an itemized invoice showing charges for the work completed for each task. The CLIENT shall submit payment to the ENGINEER within thirty (30) days upon receipt of the ENGINEER invoice.
- 3) Taxes. ENGINEER acknowledges that it shall be liable for and shall pay to the New Mexico Taxation and Revenue Department, the applicable gross receipts tax on all monies paid to him under this Agreement.
- 4) Schedule and Term of Agreement: The work shall be completed in compliance with the schedule as agreed upon and outlined in this Agreement. This Agreement shall terminate six (6) months from the date of this Agreement, unless terminated pursuant to Section 5 or 11 of this Agreement. The CLIENT shall retain the right to extend this Agreement upon such terms and conditions acceptable to both parties.
- 5) Termination of Agreement: This Agreement may be terminated by either party upon fifteen (15) days written notice to the other. In the event of a termination, the CLIENT shall pay for all reasonable charges for work performed and demobilization by the ENGINEER to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
- 6) Changes and Delays in Work:
Work beyond the scope of services described in the Scope of Work (Exhibit A) included in this Agreement, or re-doing any part of the project scope through no fault of the ENGINEER, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by the ENGINEER at the commencement of this Agreement, the ENGINEER shall notify the CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. The CLIENT and the ENGINEER agree to negotiate in good faith any changes to the price, terms and conditions or schedule of this Agreement.
- 7) Permits, Utilities and Access: Unless otherwise agreed in writing, the CLIENT shall: 1) make all necessary arrangements for right of entry to provide the ENGINEER access to the site for all equipment and personnel at no charge to the ENGINEER; 2) make available to the ENGINEER all relevant information and documents under its control regarding past, present and proposed conditions of the site, including but not limited to survey's, topographic studies, hydraulic and hydrologic studies, and previous construction project plans and documents, and any new information that becomes available or any changes in plans. While the ENGINEER will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold the ENGINEER harmless for any damages required for right of entry and completion of work.

- 8) **Status of ENGINEER.** The ENGINEER acknowledges that it is an independent contractor and as such neither it nor its employees shall be considered employees or agents of the CLIENTS nor shall they be eligible to accrue leave, benefits, use of the CLIENT'S equipment or any other benefit provided CLIENTS' employees.
- 9) **Insurance.** The ENGINEER shall obtain and maintain, at the ENGINEER'S expense, insurance coverage sufficient to protect against claims arising from the performance of services under this Agreement. Such insurance shall include, at a minimum, the following coverages and limits:

Policy Type	Limits	
General Liability	\$1,000,000	Per occurrence
	\$2,000,000	Aggregate
Professional Liability (Errors and omissions)	\$1,000,000	Per occurrence
	\$1,000,000	Aggregate
Workers Compensation	\$100,000	Each accident
	\$500,000	Aggregate

The ENGINEER shall provide the CLIENT with certificates of insurance evidencing the above coverage prior to commencing work. Such certificates shall be maintained current for the duration of this Agreement. All policies shall provide that the CLIENT will receive no less than thirty (30) days' written notice prior to cancellation, non-renewal, or material change in coverage.

- 10) **Standard of Care.** Notwithstanding any clause in this Agreement to the contrary, ENGINEER expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether ENGINEER performed its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.
- 11) **Dispute Resolution:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the New Mexico court system. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees. The procedures shall be the sole and exclusive procedures for the resolution of Disputes. To the extent not prohibited by law, the parties hereby waive trial by jury with respect to any action or proceeding brought in connection with this agreement.

Signature: *Erika Quintana*

Email: efquintana@santafenm.gov