Purchasing Memo

Date: July 14, 2026

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

Via: Sam Burnett, Public Works Department Director JOHN BURNETT

Carol Swenson, Public Works Business Operations Manager CS YVONNE SWENSON

Melissa McDonald, Parks and Open Space Division Director MMc

From: Scott Overlie, Parks and Open Space Project Manager III SaO SaO

Subject: On-Call General Landscaping, Irrigation, and Snow Removal Services

Vendor Name: San Isidro Permaculture Inc.

Munis Vendor Number: 8009

ACTIONS:

Request for Approval of a Construction Contract with San Isidro Permaculture Inc. for On-Call Landscape Management Services in the Total Amount of $4,000,000 for Four Years. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

<u>Committee Review</u>

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

CONTRACT NUMBER:

The MUNIS FY27 contract number is #3260421.

BACKGROUND AND SUMMARY

The City of Santa Fe currently contracts with six landscape management companies for on-call services. On-call services are utilized in parks, open spaces, trails, rights of way, medians, waterways and floodplains throughout Santa Fe. These services help streamline processes to efficiently address routine operations, illegal dumping and emergency maintenance on an as-needed basis. Services provided through these contracts include, but are not limited to: mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, storm water best management practices, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, and landscape and irrigation installation.

The four-year contracts currently in place will expire in FY27. To ensure continuity of operations, the Parks and Open Space Division issued a follow-on invitation to bid to update service needs and prices. Eight companies responded and three were selected to be put under contract based on fully-responsive, lowest bids for the range of task items needed.

An On-call contract is not a guarantee of payment to the awarded vendor and is used on a per task order basis assuming funding is available. The requesting department/ division shall provide, at a minimum, a detailed scope of work and/or drawings. The vendor then provides a quote, which is vetted and negotiated by staff as needed. Once an agreed upon cost is negotiated, a purchase order is produced for the scope of work. All City of Santa Fe Departments will be authorized to utilize this on-call contract. All must submit a detailed scope of work and receive written approval from the Parks and Open Space Division Director before commencing work.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/03/2026

Budget Officer Comment/Exceptions: ______

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

Invitation to Bid (ITB) - This procurement was conducted through a competitive sealed bid process in accordance with NMSA 1978, Section 13-1-103, Section 13-1-110, and Section 13-1-111. The Invitation to Bid was released on March 27, 2026 through the City's OpenGov portal, and bids were due on April 20, 2026. The OpenGov Project ID is FY26-COCITB-081. Bids were publicly opened on April 20, 2026 at the designated time. The following vendors submitted the lowest responsive and responsible bids that met all specifications. Accordingly, the award of the contract is recommended to:

Cassidy's Landscaping Inc.
High Desert Landscape Maintenance
Seeds of Wisdom LLC

Chief Procurement Officer (CPO)/Designee: ______ **Date:** 08/04/2026

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: State and Local funds will likely be used. TBD

Approval: **Title:**
Date:

Comment/Exceptions:

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number:

Approval: **Title:**
Date:

Comment/Exceptions:

ATTACHMENTS:
Construction Contract
ITB Cost Proposal/Exhibit A
ITB Award Process
ITB Bid Tab
Horizons Declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Non-Collusion Affidavit of Subcontractor

CITY OF SANTA FE

CONSTRUCTION CONTRACT

On-Call General Landscaping, Irrigation, and Snow Removal Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and San Isidro Permaculture Inc., 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

I. <u>SCOPE OF WORK</u>

A. The Contractor shall perform the following work:

1. The Contractor shall perform all the work required by the Contract Documents for on-call Vegetation Management, Landscape Construction, Irrigation Installation and Repair, Encampment Clean-up, and Snow Plowing/Shoveling and Ice Control Services upon the request of the City (FY26-COCITB-081). Once a need is identified, the City will issue a Written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form) cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one

week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

2. Contractor is responsible for all required permits and licenses required to perform this work. This may include but is not limited to the Contractor being a licensed GB-98 General Building Contractor, Licensed Urban Forester or Licensed Arborist.

3. Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, and NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

4. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater Best Management Practices.

5. Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

II. 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 to pay the Contractor $3,697,284.81.

The services in the contract require Gross Receipts Tax (GRT). The GRT on this contract is levied at the rate of 8.1875% equating $302,715.19.

The total not to execeed compensation on the Contract including GRT is $4,000,000.

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 or via direct deposit as the Contractor designates in the City of Santa Fe MUNIS financial system. 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 may 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.

E.

III. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to the Termination or Appropriations articles of this Contract. This Contract for construction services may not exceed ten (10) 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.

IV. 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.

1. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", 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.

B. 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; <u>provided</u>, <u>however</u>, 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. <u>*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.*</u>

V. 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.

VI. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing construction 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.

VII. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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 "Termination" herein, or to agree to the reduced funding.

XV. CHANGE ORDERS

A. Changes. The Contractor may only make changes or revisions within the Scope of Work and/or Exhibit A after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Contract compensation, as outlined in "Compensation"; or
5. Contract termination, as outlined in "Termination".

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

   a. the name of the person requesting the change;
   b. a summary of the required change;
   c. the start date for the change;
   d. the reason and necessity for change;
   e. the elements to be altered; and
   f. the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

XVI. 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.

<u>All terms and conditions of the **ITB** and the Contractor's response to such document(s) are incorporated herein by reference and are included in the order of precedence.</u>

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

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.

XXII. 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.

XXIII. INDEMNIFICATION

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

XXIV. 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.

XXV. 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 affect-ed and shall be valid and enforceable.

XXVI. 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.

XXVII. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Department: Public Works, Parks and Open Space Division Carlos Saiz, Project Manager 1142-C Siler Road Santa Fe, NM 87507 crsaiz@santafenm.gov (505)795-2556	**To the Contractor:** Jeremiah Kidd San Isidro Permaculture Inc. 29 Hidden Valley Road Santa Fe, NM 87505 jeremiah@sipermaculture.com (505)501-4769

XXVIII. 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 into a binding contract.

XXIX. PROGRESS PAYMENTS

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

XXX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

XXXI. SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

XXXII. GENERAL AND SPECIAL PROVISIONS

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements

C. appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

D. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

E. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. 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 illegal payments.

F. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

G. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

H. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

I. construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

J. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

K. Certificates and Documents Incorporated. All certificates and documentation required by the

L. provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

M. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

N. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or

O. trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

P. Relationship of Contract Documents. The Contract Documents are complementary, and any

Q. requirement of one Contract Document shall be as binding as if required by all.

R. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

S. Pursuant to NMSA 1978, Section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

[SIGNATURE PAGE TO FOLLOW]

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:

____

MICHAEL GARCIA, MAYOR

CONTRACTOR:
SAN ISIDRO PERMACULTURE INC.

Jeremiah Kidd
Jeremiah Kidd (Jun 22, 2026 17:34:33 MDT)

JEREMIAH KIDD, PRESIDENT

DATE: 06/22/2026

NMBTIN: __________________

ATTEST:

____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Jun 23, 2026 08:35:35 MDT) 06/23/2026

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Monica Maestas

~~ANDREA PHILLIPS, INTERIM~~ FINANCE DIRECTOR

MONICA MAESTAS

Exhibit A

Exhibit A - San Isidro Permaculture Inc. Price Schedule				
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**
Vegetation Management - Items 1-26- Unit Price must be all-encompassing to include (Hourly Rate, equipment needed, etc.) Cal. = Caliper				
1	Brush Removal	1	Hourly	$52.00
2	Clear and Grubbing	1	Hourly	$52.00
3	Pruning Herbaceous Plants	1	Hourly	$52.00
4	Pruning Woody Plants	1	Hourly	$52.00
5	Mowing W/ String Line	1	Hourly	$52.00
6	Weed Eating	1	Hourly	$52.00
7	Mechanical Stump Grinding	1	Hourly	No Bid
8	Chipping	1	Hourly	No Bid
9	Fertilization	1	Hourly	No Bid
10	Turf Aeration	1	Hourly	No Bid
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	$52.00
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$70.00
13	Baseball/Softball Field Standard Infield Drag/Rake Out	1	Hourly	No Bid
14	Tree Removal- 0"-3" Cal.	1	Each	$31.44
15	Tree Removal- 4"-7" Cal.	1	Each	$62.88
16	Tree Removal- 8"-9" Cal.	1	Each	$125.75
17	Tree Removal- 10"-12" Cal.	1	Each	$251.50
18	Tree Removal- 13"-14" Cal.	1	Each	$503.00
19	Tree Removal- 17"-24" Cal.	1	Each	$758.51
20	Tree Removal- 25"-30" Cal.	1	Each	$1,173.00
21	Tree Removal- 31"-36" Cal.	1	Each	$1,373.00
22	Tree Removal- 37"-42" Cal.	1	Each	$1,673.00
23	Tree Removal- 43"-48" Cal.	1	Each	$2,020.00
24	Re-Vegetation Seeding by Hand	1	SF	$.19
25	Re-Vegetation Seeding Hydroseed	1	SF	$.39
26	Establishment of Watering for New Seeding	1	1000 SF	$961.21
27	Green Waste Tipping Fee	1	Ton	$470.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
28	General Waste Tipping Fee	1	Ton	$455.00
29	Port-a-potty Rental	1	1 Week	$470.96
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no discount is offered.		%	0%
Landscape Construction Projects - Items 31-42- Unit Price must be all-encompassing to include (Hourly Rate, Equipment needed, line items under vegetation management, etc.)				
Under $60,000				
31	Superintendent- Regular Hourly Rate	1	Hourly	$70.00
32	Superintendent- Overtime Hourly Rate	1	Hourly	$105.00
33	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$60.00
34	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$90.00
35	Laborer- Regular Hourly Rate	1	Hourly	$52.00
36	Laborer- Overtime Hourly Rate	1	Hourly	$78.00
Over $60,000				
37	Superintendent- Regular Hourly Rate	1	Hourly	$70.00
38	Superintendent- Overtime Hourly Rate	1	Hourly	$105.00
39	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$60.00
40	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$90.00
41	Laborer- Regular Hourly Rate	1	Hourly	$52.00
42	Laborer- Overtime Hourly Rate	1	Hourly	$78.00
Irrigation Install/Repair - Items 43-48 & 50-55- Unit Price must be all encompassing to include (Hourly Rate, equipment needed, etc.)				
Under $60,000				
43	Superintendent- Regular Hourly Rate	1	Hourly	$70.00
44	Superintendent- Overtime Hourly Rate	1	Hourly	$105.00
45	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$60.00
46	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$90.00
47	Laborer- Regular Hourly Rate	1	Hourly	$52.00
48	Laborer- Overtime Hourly Rate	1	Hourly	$78.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
49	% Discount off of all parts and materials. Invoices will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no discount is offered.		%	0%
Over $60,000				
50	Superintendent- Regular Hourly Rate	1	Hourly	$70.00
51	Superintendent- Overtime Hourly Rate	1	Hourly	$105.00
52	Journeyman or Experienced Worker- Regular Hourly Rate	1	Hourly	$60.00
53	Journeyman or Experienced Worker- Overtime Hourly Rate	1	Hourly	$90.00
54	Laborer- Regular Hourly Rate	1	Hourly	$52.00
55	Laborer- Overtime Hourly Rate	1	Hourly	$78.00
56	% Discount off for hourly rates and materials. Invoices will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no discount is offered.		%	0%
Encampment Clean Up - Items 57-63- Unit Price must be all encompassing to include (Hourly Rate, equipment needed, etc.)				
	No Bid			
Snow Plow, Sidewalk Services and Ice Control - Items 66-70- Unit Price must be all encompassing to include (Hourly Rate, equipment, etc.)				
	No Bid			

MEMO

To: Travis Dutton-Leyda, Finance Department, Chief Purchasing Officer

From: Kat Kincade, Parks and Open Space Division, Contract Administrator KLK

Subject: Selection Process for ITB FY26-COCITB-081

Date: 07/31/2026

When Invitation to Bid (ITB) FY26-COCITB-081 for On-Call General Landscaping, Irrigation, and Snow Removal Services closed April 20, 2026, there were 8 companies that had submitted bids. Below is the list of bidders and attached is the “Bid Tab” that shows the amounts the bidders submitted for the various sub-tasks.

Carrasco Project Management CPM
Cassidy's Landscaping Inc
High Desert Landscape Maintenance
J&B Gardens LLC
San Isidro Permaculture Inc
Seeds of Wisdom, LLC
Southwest Fire Defense LLC
Very Good Tree Service

Southwest Fire Defense LLC did not have the lowest price for any of the subtasks, and so was withdrawn from award consideration. J&B Gardens LLC and Seeds of Wisdom, LLC did not provide proof of the required construction license, and so were also removed from consideration. Procurement Analysts reached out to Carrasco Project Management CPM, and Very Good Tree Service to confirm that they were willing to honor extremely low subtask bid prices if awarded contracts. They had not understood the all-inclusive nature of the quoted line items and withdrew their bids. In this way, five of the eight bidders were not chosen for on-call contracts.

High Desert Landscape Maintenance was a low bidder on several subtasks, but did not submit proof that they are registered with the New Mexico Department of Workforce Solutions. This was not disqualifying, but it was decided that they would only be eligible to work on projects costing less than $60,000. This left two fully responsive bidders who had the lowest prices for some of the subtask line items:

Cassidy's Landscaping Inc, and San Isidro Permaculture Inc

The attached contract is a resulting proposed award to a responsive low bidder.

Line Item	Description	Quantity	Unit of Measure	Carrasco Project Management CPM Unit Cost	Cassidy's Landscaping Inc Unit Cost	High Desert Landscape Maintenance Unit Cost	J&B Gardens LLC Unit Cost	San Isidro Permaculture Inc Unit Cost	Seeds of Wisdom, LLC Unit Cost	Southwest Fire Defense LLC Unit Cost	Very Good Tree Service Unit Cost
1	Brush Removal	1	Hourly	$238.00	$45.00	$49.25	$50.00	$52.00	$52.00	$450.00	$627.00
2	Clear and Grubbing	1	Hourly	$395.00	$45.00	$49.25	$50.00	$52.00	$52.00	No Bid	$0.00
3	Pruning Herbaceous Plants	1	Hourly	$205.00	$45.00	$49.25	$60.00	$52.00	$52.00	No Bid	$0.00
4	Pruning Woody Plants	1	Hourly	$410.00	$45.00	$49.25	$60.00	$52.00	$80.00	No Bid	$627.00
5	Mowing W/ String Line	1	Hourly	$220.00	$45.00	$49.25	$75.00	$52.00	$90.00	No Bid	$0.00
6	Weed Eating	1	Hourly	$269.00	$45.00	$49.25	$65.00	$52.00	$65.00	No Bid	$0.00
7	Mechanical Stump Grinding	1	Hourly	$370.00	$416.00	No Bid	$120.00	No Bid	$425.00	$350.00	$0.00
8	Chipping	1	Hourly	$347.00	$416.00	No Bid	$140.00	No Bid	$500.00	$350.00	$0.00
9	Fertilization	1	Hourly	$275.00	$135.00	$49.25	$80.00	No Bid	$52.00	No Bid	$375.00
10	Turf Aeration	1	Hourly	$250.00	$135.00	$49.25	$110.00	No Bid	$90.00	No Bid	$0.00
11	Spraying (Integrated Pest Management Approved) License/Certification needed	1	Hourly	$300.00	$150.00	No Bid	No Bid	$52.00	No Bid	No Bid	$0.00
12	Diagnosis, Project Estimates and Troubleshooting	1	Hourly	$205.00	$90.00	$65.00	$95.00	$70.00	$85.00	No Bid	$150.00
13	Baseball/Softball Field Standard Infield Drag/Rake	1	Hourly	$195.00	$135.00	$49.25	$65.00	No Bid	No Bid	No Bid	$0.00
14	Tree Removal- 0"-3" Cal.	1	Each	$900.00	$52.00	$50.00	$120.00	$31.44	$55.00	$225.00	$627.00
15	Tree Removal- 4"-7" Cal.	1	Each	$1,500.00	$1,104.00	$70.00	$190.00	$62.88	$100.00	$425.00	$627.00
16	Tree Removal- 8"-9" Cal.	1	Each	$1,650.00	$95.00	No Bid	$250.00	$125.75	$155.00	$575.00	$627.00
17	Tree Removal- 10"-12" Cal.	1	Each	$2,000.00	$286.00	No Bid	$380.00	$251.50	$310.00	$775.00	$627.00
18	Tree Removal- 13"-14" Cal.	1	Each	$2,400.00	$845.00	No Bid	$450.00	$503.00	$375.00	$1,049.00	$627.00
19	Tree Removal- 17"-24" Cal.	1	Each	$2,800.00	$1,040.00	No Bid	$680.00	$758.51	$710.00	$1,950.00	$627.00
20	Tree Removal- 25"-30" Cal.	1	Each	$3,300.00	$1,820.00	No Bid	$1,100.00	$1,173.00	$1,300.00	$3,000.00	$627.00
21	Tree Removal- 31"-36" Cal.	1	Each	$3,700.00	$2,860.00	No Bid	$1,700.00	$1,373.00	$2,000.00	$4,499.00	$627.00
22	Tree Removal- 37"-42" Cal.	1	Each	$4,300.00	$3,640.00	No Bid	$2,600.00	$1,673.00	$2,500.00	$6,800.00	$627.00
23	Tree Removal- 43"-48" Cal.	1	Each	$4,800.00	$4,160.00	No Bid	$4,200.00	$2,020.00	$4,000.00	$8,500.00	$627.00
24	Re-Vegetation Seeding by Hand	1	SF	$.50	$34.00	No Bid	$12.00	$.19	$8.00	$1.85	$0.00
25	Re-Vegetation Seeding Hydroseed	1	SF	$.80	$34.00	No Bid	$60.00	$.39	No Bid	$2.25	$0.00
26	Establishment of Watering for New Seeding	1	1000 SF	$2.10	$1,125.00	No Bid	$1,600.00	$961.21	$200.00	$350.00	$0.00
27	Green Waste Tipping Fee	1	Ton	$220.00	$100.00	$65.00	$180.00	$470.00	$400.00	No Bid	$0.00
28	General Waste Tipping Fee	1	Ton	$270.00	$120.00	$65.00	$250.00	$455.00	$450.00	No Bid	$0.00
29	Port-a-potty Rental	1	1 Week	$290.00	$150.00	No Bid	$50.00	$470.96	$150.00	No Bid	$0.00
30	% Discount off for Items (1-29) all parts and materials. Invoice will include copies of all purchases for parts and materials, including contractor and date purchased. Enter zero if no	1	%	$1.00	$0.00	No Bid	No Bid	$0.00	No Bid	No Bid	$0.00
				$31,813.40	$19,212.00	$758.25	$14,792.00	$10,763.83	$14,256.00	$29,302.10	$8,049.00

Outlook

Re: City of Santa Fe On-Call Landscape Management

From Matt Loehman <mloehman@horizonsofnewmexico.org>
Date Tue 5/5/2026 8:41 AM
To KINCADE, KATHERINE L. <klkincade@santafenm.gov>

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 -

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 220
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 Mon, May 4, 2026 at 5:33 PM KINCADE, KATHERINE L. <klkincade@santafenm.gov> wrote:

> The City of Santa Fe is seeking On-Call contractors to enter into four-year contracts for vegetation management , landscape and irrigation design for less than $10,000, landscape construction, irrigation installation and repair, encampment clean-up, and snow plowing/shoveling and ice control services

for the City of Santa Fe parks, open spaces, trails, right of ways and medians, rivers, arroyos, drainages and floodplains in Santa Fe, New Mexico.

This work will include- but is not limited to, mowing, weed eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying, excavation, erosion control, fine grading, cleanup and green waste / waste disposal, snow plowing and sidewalk shoveling, ice control, landscape and irrigation design.

Do you have contractors who would like to provide bids for this work? Thank you.

Kat Kincade, CPO (she/her)
Contract Administrator
Parks and Open Space Division
Public Works Department
505-637-2112
klkincade@santafenm.gov
1142 Siler Road, Building C (Antonio Roybal Bldg.)
Santa Fe, NM 87507

Outlook

RE: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Thu 3/19/2026 1:21 PM
To SAIZ, CARLOS R. <crsaiz@santafenm.gov>; Purchasing ITB <purchasing_itb@santafenm.gov>

Greetings,
Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.
This determination is subject to change if the scope of work is modified from the original submission.
The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- 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, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and

contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.

- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,

Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] https://cityofsantafenm.tylerportico.com/va/vendor-access

[We Are Live With OpenGov] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: SAIZ, CARLOS R. <crsaiz@santafenm.gov>
Sent: Thursday, March 19, 2026 1:03 PM
To: Purchasing ITB <purchasing_itb@santafenm.gov>
Subject: Determination Request for ITB On-Call General Landscaping, Irrigation, and Snow Removal Services

Good afternoon,

I am seeking an ITB Determination letter for the following SOW:

A. Once a need is identified, an authorized City representative will request quotes or estimates from the awarded Contractors detailing the required services. If the quote is acceptable, the City will issue a Written Task Order.

B. Upon receiving a request for quotes, Contractors shall promptly provide an estimate based on the rates submitted in the Bid Form (and as listed in their Price Agreement), along with a cost summary and project schedule necessary to complete the assignment. Project schedules, negotiated pricing, and completion dates will be determined on a project-by-project basis and depend on the urgency of the task. Work may be required to be performed in phases.

C. Unless otherwise agreed upon, the Contractor shall provide the required labor, equipment, and materials within one week of the Notice to Proceed. For emergency work, the Contractor must provide required labor within 24 hours.

D. The Contractor is responsible for obtaining all necessary permits and licenses to perform the work. This may include, but is not limited to, holding a valid GB-98 General Building Contractor license, or certification as a Registered Landscape Architect, Licensed Urban Forester, or Licensed Arborist.

E. The Contractor shall adhere to all applicable Contract Documents, Construction Documents, Specifications, and approved directives. Compliance includes, but is not limited to, ANSI 300 standards for tree work, NMDOT standards for revegetation and seeding, and the City of Santa Fe's Integrated Pest Management Program.

F. The Contractor shall also comply with all applicable local, county, state, and federal requirements, including the City's Stormwater Pollution Prevention Program and Stormwater BMPs. Contractors are responsible for verifying existing site conditions, measurements, and dimensions prior to bidding, as well as obtaining any required permits, paying related fees, and scheduling all necessary State and/or City inspections.

G. Both the Contractor and the City shall comply with NMSA 1978, Section 13-4-1 et seq., and any other applicable laws and rules. Requirements for subcontractors, bonding, and wage decisions will apply at the Task Order level if the amounts meet the statutory threshold outlined in NMSA 1978, Section 13-4-1 et seq. POs shall be considered contracts as it relates to this statute.

Please let me know if there are any questions.

Cheers,

Carlos Saiz, Project Manager I
City of Santa Fe Parks and Open Space Division
1142 Siler Road, Bldg. C
Santa Fe, NM 87505
(505) 637-2163

CITY OF SANTA FE
PARKS & OPEN SPACE

ACORD®

SANISID-01 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2026

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 License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Mutual Insurance Company	23787
INSURER B : New Mexico Employer's Assurance Company	13674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
San Isidro Permaculture Inc
29 Hidden Valley Rd
Santa Fe, NM 87505

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	X COMMERCIAL GENERAL LIABILITY	X	X	ACP CG017226340980	9/30/2025	9/30/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ACP BA017226340980	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			81410.113	1/23/2026	1/23/2027	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Rented or Leased			ACP CI017226340980	9/30/2025	9/30/2026	$500 Ded	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe and their officials, officers, employees, and agents are named as additional insureds. Coverage is primary and noncontributory. Waiver of subrogation is included,
30 days cancellation is included.

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

Non-Collusion Affidavit of Prime Bidder

STATE OF) New Mexico
) ss.
COUNTY OF) Santa Fe

Jeremiah Kidd, being first duly sworn, deposes and says that:

1) He is the President of San Isidro Permaculture Inc the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: Jeremiah Tobias Kidd

Title: President

Subscribed and sworn to before me this 10 day of April, 20 26

Leslie Luna Martinez
Notary Public

My Commission expires: Sep 19, 2026

LESLIE JEANETTE LUNA MARTINEZ
Notary Public - State of New Mexico
Commission # 1138811
My Comm. Expires Sep 19, 2026

San Isidro Permaculture Contract 3260421 Package for PW sigs

Final Audit Report 2026-07-16

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Agreement completed.

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