

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 08/03/15
ITEM FROM FINANCE COMMITTEE MEETING OF 08/12/15

ISSUE:

6. Bid No. 15/30/B – Professional Services Agreement for Gunnison Prairie Dog Live Capture, Holding/Quarantine and Relocation for Parks and Recreation Departments; Eco Solutions, LLC. (Richard Thompson)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

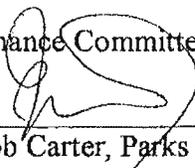
VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	Excused		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico
memo

DATE: June 13, 2015

TO: Finance Committee

VIA: 
Rob Carter, Parks & Recreation Department Director

FROM: Richard Thompson, Parks Division Director 
Florescia Ortega, Administrative Assistant 

SUBJECT: Request for approval RFB 15/30/B
Gunnison's Prairie Dog Live Capture, Holding/Quarantine and Relocation

SUMMARY:

The Request for Bids was advertised and received during the months of May 2015 and June 2015, with the following bid information being received:

Eco Solutions, LLC (Inclusive of GRT)

The Parks and Recreation/ Parks Department has reviewed the bid and recommends award to Eco Solutions, LLC., Santa Fe in the amount of \$25,200.00 annually for a four year period in the amount of \$100,800.00.

Budget for the first year will be in the available from the Quality of Life budget in account number 22513.510300 (Parks Tree Maintenance – Service Contracts).

Recommended Action:

It is requested that this recommendation of award to Eco Solutions, LLC., in the total amount of \$25,200.00 annually for a four year term be reviewed, approved and submitted to the City Council for its consideration.

Attachments:
Summary of contracts
PSA

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Eco Solutions , LLC

Procurement Title: Gunnison's Prairie Dog Live Capture, Holding/Quarantine and Relocation

Solicitation RFB#: 15/30/B

Department Requesting/Staff Member Parks & Recreation/ Parks Department / Florencia Ortega

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Departments Recommendation of Award Memo addressed to Finance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

Florencia Ortega – Administrative Assistant

Department Rep Printed Name and Title

Florencia Ortega
 Department Rep Signature attesting that all information included

Therese Rodriguez for
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final Bid Document |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final RFQ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of legal solicitation published in the newspaper, website, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All addendums |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Plan holders list |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Complete evaluation score sheets |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copies of all RFQ submittals |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copies of all bid submittals |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid Tab |

*

- x Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
- x Oral presentations (sign-in sheets, presentation materials, etc.)
- x Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
- x Reference Reviews/Reference Check Questionnaires
- x Individual evaluations included for each RFP.
- x Pricing evaluation
- x Final overall evaluation matrix or summary of evaluator scores
- Other: _____

AWARD*

YES N/A

- x Fully executed Memo to Committees from the Department with recommendation of award
- x Winning bid (this is a copy that has all confidential/proprietary information excluded)
- x Contract Award Notice
- x Email or notification sent to all Bidders/Offerors that award was made
- x Waiver or "No Action Taken" from Procurement Office
- x If IFB and not awarded to lowest responsive, responsible bidder; written explanation
- Other: _____

DISCLOSURES*

YES N/A

- x **Contractor Disclosures & Conflicts of Interest**
- x Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
- x **Contractor –Conflicts of Interest**
- x Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- x Conflict of Interest Form signed by all parties
- x Letter from Procurement Office regarding the potential conflict
- x **Subcontractor Disclosures**
- x Disclosures & Conflicts of Interest form of Subcontractor(s)
- x **Subcontractor –Conflicts of Interest**
- x Purchasing Officer Letter or email to designated individual regarding potential conflict
- x Conflict of Interest form signed by all parties
- x Letter from Legal Office regarding the potential conflict
- Other: _____

CONTRACT*

YES N/A

- x Copy of Executed Contract
- x Copy of all documentation presented to the Committees
- x Finalized Council Committee Minutes
- Other: _____

MISCELLANEOUS FILE*

YES N/A

- x Local Preference Form
- x New Mexico Residence Form
- x Veterans Exemption

*

Other: _____

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

PROTEST (If applicable)*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original bid(s) with no redactions

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Eco Solutions, LLC (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Live capture, holding/quarantine and relocation of the Gunnison prairie Dogs in accordance with Santa Fe Land Development Code, 14-8.12 Relocation of Gunnison Prairie Dogs as described in Exhibit "A" attached hereto and incorporated herein.
- B. Must obtain a Memorandum of Understanding with a credible Wildlife refuge.
- C. Solely for Property owned, controlled or operated by the City of Santa Fe.
- D. Provide separate itemized billing invoice for each Park, Trail and Open Space showing the amount of dogs released at the chosen wildlife refuge.
- E. Departments requesting service must be invoiced separately and sent to the requesting department, i.e., (Santa Fe Municipal Airport, Santa Fe Transit Department, Genoveva Chavez Community

Center, Santa Fe Water Department, to include but limited to the MRC Sports Complex, Rugby, Marty Sanchez Links etc...)

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred eight thousand dollars (\$100,800.00), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered as follows:

(1) Twenty five thousand two hundred dollars (\$25,200.00) annually.

(2) Eighty four dollars (\$ 84.00) per Prairie Dog successfully released in accordance with the City of Santa Fe Land Development Code, 14-8-12 RELOCATION OF GUNNISON'S PRAIRIE DOGS (Exhibit "A") attached hereto and incorporated herein by reference.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation

shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses,

Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with

the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to

property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as

defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that 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 the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Parks Division
1142 Siler Rd. Bld C
Santa Fe, NM 87504-0909

Contractor:
Eco Solutions
1616 Third St.
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
ECO SOLUTIONS

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

CRS#03078321006
City of Santa Fe Business
Registration # 15-00012782

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 7/6
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

12112.510310
Business Unit Line Item

14-8.12 RELOCATION OF GUNNISON'S PRAIRIE DOGS

Purpose and Intent

It is the purpose and Intent of the Gunnison's Prairie Dog relocation regulations to protect the diminishing populations of Gunnison's Prairie Dogs by ensuring their safe and humane relocation prior to the development of property within the city of Santa Fe to appropriate and protected habitat areas as designated by the city.

Applicability

(Ord. No. 2002-37 §101)

Except for single-lot, single-family residential development, compliance with these regulations is required for any public or private proposed development or phase of development approval, prior to grading or any other disturbance of property where Gunnison's Prairie Dogs are located. However, for family transfers, and all projects defined as development types 'A' and 'B' as set forth in this chapter, at no time shall the property owner or developer be responsible for relocation expenses, costs or fees that amount to more than one thousand five hundred (\$1500.00) dollars per acre. This amount shall be subject to periodic review at the discretion of the City Manager and may be amended to reflect increased costs due to inflation or other circumstances.

Exemptions

- (1) An exemption from these regulations may be granted by the Planning and Land Use Director or his or her designee under the following circumstances:
- (a) There is no city approved property available for a proposed relocation of Gunnison's Prairie Dogs; or

Exhibit "A"

- (b) There is no city certified relocater available within a reasonable time as determined by the city for a proposed relocation; or
- (c) A city certified relocater determines that the timing of the proposed project is such that the start of construction operations, including grading or other disturbance of property where Gunnison's Prairie Dogs are located, would have to be delayed more than 60 days.

(2) The Planning and Land Use Director or his or her designee may require written verification or other proof of such circumstances prior to granting an exemption from these regulations.

(D) Appeals

An appeal pursuant to the granting or denial of an exemption to these regulations shall be to the Board of Adjustment.

(E) Violations and Penalties

Violations of any provision of this section shall be punishable in accordance with Article 11 of Chapter 14, Section 14-11.5.

(F) City Approved Lands

The city shall approve relocation sites which are:

- (1) Private lands protected as wildlife habitat by a conservation easement held in a land trust or other conservation organization; or protected by organizational by-laws or other legal vehicles; or
- (2) Public lands protected for the purpose of indefinite, long-term prairie dog habitation; or
- (3) Private or public lands which meet best management practices criteria for suitability.

(G) Certified Trappers/Relocators

The city shall certify Gunnison's Prairie Dog trappers/relocators to be hired by owners or developers of private property who meet the following minimum requirements:

- (1) Training by a qualified and experienced trapper/relocator in:
 - (a) Two trapping methods (flushing and live trapping); and
 - (b) Two methods of relocation (use of existing holes and augured holes); and

- (c) Participation and attendance at a day of orientation to include prairie dog facts and proper techniques for trapping and relocating; and
 - (d) Fifteen days of on-the-job training in both trapping and relocating; and
- (2) Written verification of the above by the trainer.
 - (3) A person considered to be a qualified and experienced trainer shall at a minimum have had the training described above.

- (4) Certification is considered a privilege and shall not be construed as a property right. Failure to comply with Santa Fe City Code will authorize the city manager at his or her discretion to withdraw such certification.

General Requirements

- (1) **Intent.** It is prohibited to intentionally destroy or otherwise harm the Gunnison's Prairie Dog on any lands within the city of Santa Fe at any time in relation to an applicable development herein unless an exemption has been granted.
- (2) **Procedures and submittals**
- (a) **Pre-application inspection.** As a pre-application requirement, an inspection of the site for prior grading and the existence of prairie dogs shall be performed by city staff. If prairie dogs are found on the property, then the owner or developer shall contact a certified trapper/relocator who shall develop a relocation schedule and plan.
- (b) **Submittals.** The owner or developer shall submit a relocation schedule and plan for review and approval as part of any development submittal which addresses all of the requirements listed in this section before any development of property takes place. Approval of the plan is required before a grading permit or any other building permit is issued by the city.
- (c) **The preferred relocation times are June 15th through September 15th. The Gunnison's Prairie Dog may also be relocated in April, but may not be relocated or otherwise disturbed between May 1st and June 15th, which is the breeding season of the Gunnison's Prairie Dog, unless exempted under section 14-8.12(C). Owners and developers of property shall make every effort to coordinate their development stages and operations with this schedule.**
- (d) **Only a person certified by the City as a prairie dog**

trapper/relocator may perform the relocation services.

- (e) The property owner or developer is responsible for all relocation expenses, costs, and fees related to the relocation of Gunnison's Prairie Dogs.
- (f) Upon completion of the prairie dog relocation, the owner or developer shall submit written notice to the city from the certified relocator hired for the relocation work that the relocation has occurred.

Additional Requirements

If any development of the property does not occur within one year of the plat or development plan approval or the issuance of a building or grading permit, and reestablishment of the Gunnison's Prairie Dog colony occurs, the applicant shall-

again be required to be in compliance with the requirements as set forth in this section.

(J) **Effective Date of Ordinance**

This ordinance shall become effective 30 days after its adoption by the governing body. (Ord. No. 2001-38 §2)

(Ord. No. 2001-38 §2)



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Eco Solutions LLC

3 Complete information requested Plus GRT
 Inclusive of GR1

Original Contract Amount: \$25,200.00

Termination Date: June 30, 2019

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Gunnison's Prairie Dog Live Capture, Holding/Quarantine and Relocation BID 15/30/B

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GR1

Amount \$ _____ of original Contract# _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ _____



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other RFB # 15/30/B Date: June 15, 2015

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: Quality of Life BU/Line Item: 22513.510300.

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Florencia Ortega

Phone # 955-2102

10 Certificate of Insurance attached. (if original Contract) [X]

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Large empty rectangular box for comments.

Endorsements/Exclusions: (include, but are not limited to, the following terms, conditions and exclusions.)

BLANKET ADDITIONAL INSURED	MEGL 0009-01 04 11
CGL COV FORM (OCC)	CG 00 01 (12-07)
CHANGES - CIVIL UNION	MEIL 1225 10 11
COMBINATION GENERAL ENDORSEMENT	MEGL 0001 08 14
COMMERCIAL GL DEC	MDGL 1008 08 11
COMMON DECLARATIONS	MDIL 1000 08 11
COMMON POLICY CONDITIONS	IL 00 17 11 98
CONTRACTUAL LIAB LIMITATION	CG 21 39 10 93
EMPLOYMENT-RELATED PRACTICES EXCL	CG 21 47 (12-07)
EXCL NEW ENT	CG 21 36 (03-05)
EXCL-EXTERIOR INSULATION AND FINISH SYS	CG 21 86 (12-04)
EXCLUSION - RESIDENTIAL NEW CONSTRUCTION	ME 300 01 09
EXCLUSION OF ACTS OF TERRORISM	CG 21 73 (01-08)
EXTERMINATORS/PESTICIDE/HERBICIDE APPL EXCL	ME 083 01 09
FORMS SCHEDULE	MDIL 1001 08 11
MINIMUM EARNED PREMIUM AMENDMENT ENDORSEMENT	MEIL 1211 06 10
NUCLEAR ENERGY LIAB EXCL ENDT	IL 00 21 09 08
PESTICIDE OR HERBICIDE	CG 22 64 07 98
POLICY JACKET	MJIL 1000 08 10
PRE-EXISTING INJURY LOSS OR DAMAGE EXCLUSION	ME 008 01 09
PRIVACY NOTICE	MPIL 1007 03 14
RECORDING AND DISTRIBUTION OF MATERIAL OR INFO	CG 00 68 05 09
SERVICE OF SUIT	MEIL 1200 01 10
TAINTED DRYWALL/GYPSUM CONTAINING BLDG MATERIALS EXCLUSION	MEGL 1361 08 10
TOTAL POLLUTION FORM	CG 21 49 (09-99)

Conditions: (include, but are not limited to, the following terms, conditions and exclusions.)

100% Minimum & Deposit

25% Minimum Earned Premium

Completed/Signed Affidavit

Including, but not limited to, the attached schedule of forms.

No Flat Cancellations

Payment in Full must be received within 20 days of binding.

Policy cannot be cancelled flat after inception

Policy Fees are 100% Fully Earned

Policy is subject to audit

Subject to completed, signed and dated Acord & Company Specific applications signed by both the insured and the producer with coverage and exposures matching quote bound. If any differences the binder and/or policy prevail.

No Loss Letter stating no losses between dates of 12/1/ and today.

Subject to No Losses

Special Provisions:

This binder is effective from 12/18/2014 to 01/17/2015 12:01 a.m. It is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the binder and to review with the insured the terms of the binder carefully, as the coverage, terms and conditions may be different than those you requested. Standard Company and/or ISO forms are applicable. The issued policy will replace the binder. If changes or corrections are required, please notify our office in writing immediately. Changes may require carrier approval and will be issued by endorsement as your office is not granted binding authority.

Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

12/29/14
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The annual premium is due with your Hull & Company, Inc. statement, unless otherwise noted.

If the retail agent issues a certificate of insurance or evidence of insurance it must be according to the terms of this binder and the insurance policy. Any request to change, endorse or modify the terms of this binder or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. Hull & Company, Inc., Denver ("Broker") disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. Broker will provide copies of certificates or evidence of insurance issued by the retail agent to the respective insurance companies only if required by such insurance company. Be advised that the insurance company/ies may or may not review and/or approve a certificate or evidence of insurance. If Producer provides copies of certificates or evidence of insurance to Broker, Broker will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the Insurance company's office does not constitute approval of the certificate or evidence.

Shannon Mikita for Kelly Urling
(877)409-4855 ext. 3098
shannon.mikita@hullden.com