



**ACTION SHEET**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 04/04/16**  
**FOR CITY COUNCIL MEETING OF 04/13/16**

**ISSUE:**

13. Request for Approval of Professional Services Agreement – Procure Services for the Santa Fe River and Watershed Improvements (RFP #16/20/P); YouthWorks!, Inc. (Melissa McDonald)

**FINANCE COMMITTEE ACTION:**

Approved as consent item.

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR VILLAREAL	X		
COUNCILOR IVES	X		
COUNCILOR LINDELL	Excused		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, MARCH 28, 2016**

**ITEM 14**

REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH  
YOUTHWORKS! INC., TO PROCURE SERVICES FOR THE SANTA FE RIVER AND  
WATERSHED IMPROVEMENTS AT \$20,000 PER YEAR FOR 4 YEARS FOR A TOTAL  
AMOUNT OF \$80,000 (MELISSA MCDONALD)

**PUBLIC WORKS COMMITTEE ACTION: Approved**

**FUNDING SOURCE: 22401.510310**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
<b>CHAIRPERSON IVES</b>			
<b>COUNCILOR MAESTAS</b>	<b>X</b>		
<b>COUNCILOR RIVERA</b>	<b>X</b>		
<b>COUNCILOR TRUJILLO</b>	<b>X</b>		
<b>COUNCILOR VILLARREAL</b>	<b>X</b>		

# City of Santa Fe, New Mexico

# memo

**DATE:** March 11, 2016

**TO:** Public Works Committee

**VIA:**

*Isaac J. Pino*

Isaac J. Pino, PE, Public Works Department Director

John J. Romero, PE, Trail Engineering Division Director *JJ*

Leroy Pacheco, PE, River, Watershed and Trails Section Supervisor *lp*

**FROM:** Melissa A. McDonald, RLA, River and Watershed Coordinator *mm*

**ITEM / ISSUE:**

REQUEST FOR PROFESSIONAL SERVICES AGREEMENT WITH ;YOUTHWORKS!, INC., for \$80,000 DOLLARS (20,000 PER FISCAL YEAR) TO PROCURE SERVICES FOR THE SANTA FE RIVER AND WATERSHED IMPROVEMENTS.

**BACKGROUND / SUMMARY:**

On January 25, 2016 the City of Santa Fe advertised RFP # '16/20/P for Professional Services Agreement for Youth Worker Training Program for watershed and stormwater improvements. ;YouthWorks! was the only qualified submittal. The terms of the PSA for ;YouthWorks! provides workforce supervision and labor for Santa Fe River and watershed improvement projects, as well as stormwater management projects, as identified by the City's river and watershed coordinator and the director of the city's Streets and Drainage Maintenance Division. ;YouthWorks! performs other additional tasks as assigned by the Public Works Department.

**RECOMMENDED ACTION:**

The Public Works Department recommends approval of a Professional Service Agreement with ;YouthWorks! , Inc. in the amount of \$80,000 dollars (\$20,000 per fiscal year) to procure services for the Santa Fe River and watershed improvements.

BU 22401.510310

Attachments: PSA Contract agreement  
Summary of Contracts  
Certificate of Insurance

**FINANCE DEPARTMENT-FINANCE COMMITTEE**

**Finance Packet Checklist**

The following information should be included in all packets to ensure your item is not pulled.

<b>Contracts/Agreements/Grants/BARS/Bids/RFPs</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
<b>Memo</b>			
Address memo to Finance Committee-Initiated by all Staff	<input checked="" type="checkbox"/>		pwc
Provide explanation if and when Budget available	<input checked="" type="checkbox"/>		
Include Funding Source-Business Unit and Line Item	<input checked="" type="checkbox"/>		
Include approval term if requesting more than 1 yr	<input checked="" type="checkbox"/>		
Verify term in memo matches term of Contract	<input checked="" type="checkbox"/>		
Include Vendor awarded the contract	<input checked="" type="checkbox"/>		
Include Bid/RFP # in memo	<input checked="" type="checkbox"/>		
Submit Originals to the City Clerk's office	<input checked="" type="checkbox"/>		
<b>Contracts and Agreements</b>			
Attach Initiated Memo addressed to Finance Committee	<input checked="" type="checkbox"/>		pwc
Need approval from legal-must be "Approved As To Form" by City Attorney	<input checked="" type="checkbox"/>		
Include CRS # in contract	<input checked="" type="checkbox"/>		
Include Business Registration # in contract	<input checked="" type="checkbox"/>		
Attach Summary of Contract and Agreement Form	<input checked="" type="checkbox"/>		
Attach Certificate of Insurance	<input checked="" type="checkbox"/>		
Attach Procurement Checklist	<input checked="" type="checkbox"/>		
Submit single sided copy of contract to Finance	<input checked="" type="checkbox"/>		
Forward Originals to the City Clerk's office	<input checked="" type="checkbox"/>		
<b>Bids/RFP's/Agreements/Grants</b>			
Route all contracts, MOU's and agreements through Purchasing 1st for "Procurement Checklist"	<input checked="" type="checkbox"/>		
Forward to City Attorney for "Approved as to Form" Approval	<input checked="" type="checkbox"/>		
Forward complete contract to Budget Officer for review and approval	<input checked="" type="checkbox"/>		
Forward BARS-to Accounting for review and signature (Grants or Special Projects)	<input checked="" type="checkbox"/>		
Forward all other BARS directly to Budget Office for review and approval	<input checked="" type="checkbox"/>		
Contracts >\$50k forward to Finance Committee-all others forward to Finance Department	<input checked="" type="checkbox"/>		

**CITY OF SANTA FE RFP PROCUREMENT CHECKLIST**

Contractor Name: YouthWorks

Procurement Title: Youth Worker Training Program

Solicitation RFP#: '16/20/P

Department Requesting/Staff Member: Public Works-River, Watershed & Trails – Melissa McDonald (955-6840)

**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 checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<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: _____

Melissa McDonald, River & Watershed Coordinator  
Department Rep Printed Name and Title

  
Department Rep Signature attesting that all information included

Chuley Rodriguez  
Purchasing Officer attesting that all information is reviewed  
03/16/16

**REQUIRED DOCUMENTS FOR BID FILE\***

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFP Document
<input type="checkbox"/>	<input checked="" 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"/>	Copies of all RFP submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

- Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
- Reference Reviews/Reference Check Questionnaires
- Pricing evaluation
- Final overall evaluation matrix or summary of evaluator scores
- Other: \_\_\_\_\_

**AWARD\***

YES    N/A

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

**DISCLOSURES\***

YES    N/A

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

**CONTRACT\***

YES    N/A

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

**MISCELLANEOUS FILE\***

YES    N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- Other: \_\_\_\_\_

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

\*

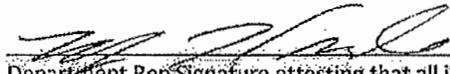
**PROTEST (If applicable)\***

- | 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 checked="" 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 proposal (s) with no redactions |

Melissa A. McDonald , River & Watershed Coordinator  
Department Rep Printed Name and Title

  
\_\_\_\_\_  
Department Rep Signature attesting that all information included

**Youth Worker Training Program**  
**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 YouthWorks! (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

A. The Contractor shall provide the services for the City with regard to the Youth Worker and Training Program for Watershed and Stormwater Improvement (the "Project"), in conjunction with EXHIBIT "A", attached hereto and made a part thereof.

B. The City shall issue to the Contractor a written authorization to proceed for each project assignment or task. If the times for completion of any project assignment or task are exceeded for reasons beyond the control of the Contractor, then the parties may agree to amend the schedule to extend the time within which Contractor shall complete the project or phase thereof.

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 eighty thousand dollars (\$80,000), inclusive of applicable gross receipts taxes in total for the term of this agreement. Payment shall be made in the sum of twenty thousand dollars (\$20,000) per year.

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 and approval by the City of detailed statements containing a report of services completed and in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. 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 terminate on April 20, 2020, which is four (4) years hence from the date of signature, unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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, 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, then 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

B. 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 contract.

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 will be notified within 10 days 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:  
John Romero, PE  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

CONTRACTOR:  
Youthworks  
1000 Cordova Pl. 415  
Santa Fe, NM 87501

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A- Scope of Work

Exhibit B -Unit Rate Schedule

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

CITY OF SANTA FE:

CONTRACTOR:  
YOUTHWORKS

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS # 02-471161-00-6  
City of Santa Fe Business  
Registration # 16-00091367

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 3/16/16  
KELLEY A. BRENNAN,  
CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ,  
FINANCE DIRECTOR

22401.510310  
Business Unit/Line Item

Exhibit A  
Scope of Services

**SCOPE OF SERVICES**

A. Primary Activities and Work Plans

1. Recruit, hire, train and supervise youth workers (suggested age range for the youth workers is 16 to 24 years of age) to perform river and watershed clean-up and restoration activities; work with staff of the Engineering Division- River, Watershed & Trails, City's Streets and Drainage Division to implement storm water improvement projects; participate in other work projects as may be requested by the City of Santa Fe Public Works Department;
  
2. Provide adequate and appropriate training and supervision of employees. The contractor must maintain a ratio of at least one qualified and senior, supervisory staff person per ten (10) youth workers at all times. The qualified supervisor must have specific knowledge appropriate to the work: e.g., knowledge of plant identification, pruning and planting techniques; ability to recognize erosion symptoms and implement appropriate interventions; familiarity with techniques for handling of bio-hazardous materials; and must be capable of directing the youth workers in a safe, effective and efficient manner. Submittal of resume for supervisor is required to ensure adequate certification or training exists.  
  
The contractor shall ensure adequate staffing levels so that no unnecessary strain is placed upon City staff and departmental resources; Contractor shall verify work completed by crews.
  
3. Obtain any permits and permissions that may be required. The Contractor must comply with applicable codes, laws and standards, including but not limited to those in force under: the City of Santa Fe, Santa Fe County, New Mexico Environment Department, FEMA, Army Corps of Engineers, and other federal or local agency requirements as appropriate.
  
4. Coordinate and collaborate with City of Santa Fe staff to support City projects and programs for Santa Fe River and watershed restoration, stormwater management and other public works projects as may be agreed upon by the City and the Contractor.

B. Supplies, Equipment, Materials

The Contractor must possess/provide the supplies, tools, equipment and materials appropriate for the implementation of all projects. These shall include but are not limited to:

1. Shovels, rakes, wheelbarrows, pruning tools (and replacements if broken or worn down), trash bags, trash cans;
2. Hard hats, boots, gloves, and any other appropriate safety apparel;
3. Construction materials such as rocks/boulders/gravel, wire products, wood products, fasteners, etc;
4. Sufficient, reliable vehicles to transport all youth workers and their supervisors throughout the contract;
5. Cell phone service for communication in the field;
6. At least one digital camera for documenting work in progress and completed work;
7. Other specialized equipment which may be required from time to time such as rental truck, wood chipper, water tank, and trailer; chain saw (if the contractor can provide a properly trained chain saw operator). City of Santa Fe may be able to provide such equipment on an as-needed basis and as coordinated with the appropriate city department.

Heavy equipment such as earth movers, dump trucks, and lifts may be provided by the City of Santa Fe on an as-needed basis and as coordinated with the appropriate city department.

C. Coordination with City of Santa Fe Staff

1. Upon selection of the Contractor an initial meeting will be held with the City and Contractor to establish agreements for effective coordination between the two parties.
2. Regular meetings will be scheduled for coordination, to review progress and upcoming, planned activities, and to make any timely modifications to work plans.
3. City departments, divisions and programs that the Contractor may be asked to work with include the Public Works Dept., the Parks & Recreation Division, Streets and Drainage, Stormwater Management, Constituent Services and the Adopt-the-River program.
4. Additional work that the Contractor may be called upon to perform includes preparation for the Fishing Derby, fabrication and installation of signs, trash can installation, graffiti removal, refilling pet waste bag dispensers, cleaning

and clearing of streets, sidewalks and other public spaces.

5. City staff will review work plans and design documents. If extensive technical review is required, the City may back-charge the contractor for review services.

D. Reporting Requirements

1. Daily work completed will be documented using the "Storm Water and Watershed Improvements, Daily Worker Log and Daily Job Log."

Contractor's senior, supervisory staff will be in frequent contact with the City's river and watershed coordinator, as initiated by the Contractor, to report on day-to-day progress and discuss future plans.

2. Contractor shall prepare a summary, monthly progress report that shall include the periodic invoice, employee work hour reports, summaries of work performed. Submittal of digital photos of work in progress and completed.

E. Applications for Payment

Applications for Payment shall include:

1. An invoice;
2. Employee work hour reports for the time period being invoiced;
3. Copies of daily activity logs documenting the nature and locations of the work performed; plus other information including number of Contractor's employees, dates and hours worked, city staff involved.

# Exhibit "B"

## B. WORK-HOUR AND FEE PROPOSAL WORKSHEET

YouthWorks WORK HOUR AND FEE PROPOSAL WORKSHEET

Staff Member	Hours	Rate/Hr	Total Cost
Program Manager, M. Santillanes	50	\$24.00	<i>Included in the 16.5% in admin. fee</i>
Administrator, M. Schuyler	50	\$33.85	
Field Supervisor 1,	216	\$14.74	<i>In-kind match</i>
Youth Worker 1, TBA	210	\$12.87	
Youth Worker 2, TBA	210	\$12.87	\$3,183.84
Youth Worker 3, TBA	210	\$12.87	\$2,702.70
Youth Worker 4, TBA	210	\$12.87	\$2,702.70
Youth Worker 5, TBA	210	\$12.87	\$2,702.70
<b>Subcontractor/Consultant</b>			
Dona Absher, Accountant	20	\$45.00	<i>Included in the 16.5% in admin. fee</i>
<b>Total Hours and Subtotal Cost</b>			\$16,697.30
<b>Administrative Fees-</b>		16.50%	\$3,300.00
<b>Total Fee Proposal</b>			\$19,997.30

### Work Hour and Fee Proposal Explanation

The work hour and fee proposal is based on a contract size of \$20,000. The structure of this cost proposal can be scaled up or down proportionally depending on the amount of funding available.

- YouthWorks wage calculations are based on an hourly rate of \$12.50 for the Field Supervisor, and the 2016 living wage of \$10.91 for Youth Workers.
- Wage rate per hour includes YouthWorks' current fringe costs- FICA (7.65%), Workman's Compensation rate (6.27%) and State Unemployment Tax (4%).
- Limiting the Youth Work Crew to 5 Youth Workers establishes a 1 to 5 supervisor to youth worker.

In addition, YouthWorks has included a maximum 16.5% rate to cover administrative fees including replacement equipment, vehicle insurance, maintenance, mileage as well as crew supplies as needed for successful project

**SELLER'S/LESSOR'S COPY**

New Mexico Taxation and Revenue Department  
PO Box 5557, Santa Fe, New Mexico 87502-5557

Certificate Type: **TYPE 9** Certificate Number: **B-2471161-09-00002** Date Issued: **06/12/2008** Expires Date:

**EXECUTED BY:**

Buyer's New Mexico CRS ID#: <b>02-471161-00-6</b>			
Company Name: <b>!YOUTHWORKS!</b>			
Address <b>551 W CORDOVA RD #415</b>			
City: <b>SANTA FE</b>	State: <b>NM</b>	Country: <b>USA</b>	Zip: <b>87505-0000</b>
Contract/Account Number:			

**EXECUTED TO:** (Enter same information into BUYER'S COPY below)

Seller's New Mexico CRS ID#: <b>01-710541-00-2</b>			
Company Name: <b>SANTA FE CITY OF</b>			
Address <b>PO BOX 909</b>			
City: <b>SANTA FE</b>	State: <b>NM</b>	Country: <b>USA</b>	Zip: <b>87504-0909</b>
Date Certificate Executed: (cannot be prior to date issued)		<b>03/14/2016</b>	

A seller may not accept this nontaxable transaction certificate to support a deduction from gross receipts unless the seller has a good-faith belief that the buyer will resell, lease or use the property or service sold or leased in the manner represented by the nontaxable transaction certificate.

**TYPE 9 CERTIFICATES MAY BE EXECUTED:**

For the purchase of tangible personal property only and may not be used for the purchase of services, for the lease of property or to purchase construction materials for the use in construction projects. The following may execute Type 9 NTTCs:

- 1) Governmental agencies. (7-9-54);
- 2) 501(c)(3) organizations. (7-9-60) These organizations register with the Taxation and Revenue Department and submit proof of Internal Revenue Service 501(c) nonprofit determination before they may execute Type 9 NTTCs;
- 3) Federal or state-chartered credit unions. (7-9-54 and 7-9-61.2), formerly Type 14;
- 4) Indian tribes, nations or pueblos when purchasing tangible personal property for use on Indian reservations or pueblo grants. (7-9-54).

**CAUTION:**

- A person who misuses this certificate may be subject to suspension of the right to use nontaxable transaction certificates (Section 7-9-44 NMSA 1978).
- A person who executes a nontaxable transaction certificate to acquire property or a service, but then converts that property or service to use in a manner other than that provided by the NTTC, is liable for compensating tax (Section 7-9-7 NMSA 1978).

----- CUT HERE ----- CUT HERE ----- CUT HERE -----

**BUYER'S COPY**

The information below **MUST** be entered into the New Mexico Taxation and Revenue Department's NTTC.NET web-site at: [www.tax.newmexico.gov](http://www.tax.newmexico.gov) or you can send a copy of this form to the Department at the address below.

Certificate Type: **TYPE 9** Certificate Number: **B-2471161-09-00002** Date Issued: **06/12/2008** Expires Date:

**EXECUTED BY:**

Buyer's New Mexico CRS ID#: <b>02-471161-00-6</b>			
Company Name: <b>!YOUTHWORKS!</b>			
Address <b>551 W CORDOVA RD #415</b>			
City: <b>SANTA FE</b>	State: <b>NM</b>	Country: <b>USA</b>	Zip: <b>87505-0000</b>
Contract/Account Number:			

**EXECUTED TO:**

Seller's New Mexico CRS ID#: <b>01-710541-00</b>			
Company Name: <b>SANTA FE CITY OF</b>			
Address <b>PO BOX 909</b>			
City: <b>SANTA FE</b>	State: <b>NM</b>	Country: <b>USA</b>	Zip: <b>87504-0909</b>
Date Certificate Executed: (cannot be prior to date issued)		<b>03/14/2016</b>	

New Mexico Taxation and Revenue Department  
PO Box 5557, Santa Fe, New Mexico 87502-5557

BUYER'S COPY: NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992



# City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC 1987

City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

Official Document  
Please Post

Business Name: YOUTH WORKS

Location: 1504 CERRILLOS RD

Class: NON-PROFIT

Comment: SOCIAL SERVICES / YOUTH

Control Number: 0043189

License Number: 16-00091367

Issue Date February 23, 2016

Expiration Date December 31, 2016

YOUTH WORKS  
1000 CORDOVA PL 415

SANTA FE NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

RESIDENT VETERANS PREFERENCE CERTIFICATION

Youth Works, Inc. (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

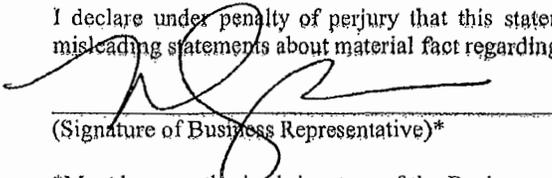
I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

  
\_\_\_\_\_  
(Signature of Business Representative)\*

02/23/16  
(Date)

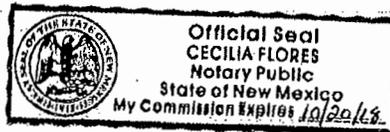
\*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS 23 DAY OF February, ~~2012~~ 2016.

Cecilia Flores  
NOTARY PUBLIC

My Commission Expires:  
10/20/2018



## YouthWorks Tabulation for RFP '16/20/P

Richard Thompson, Parks & Recreation	863.5
David Catanach, Public Works- Streets Division	1023
Melissa McDonald, Public Works,-River, Watershed & Trails	1001
<u>Leroy Pacheco, Public Works,- River, Watershed &amp; Trails</u>	<u>737</u>
<b>Combined Total Score (out of possible 4000)</b>	<b>3624.5</b>



**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 | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT          | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT    | <input type="checkbox"/>            | LICENSE AGREEMENT           | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/>            | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT  | <input type="checkbox"/>            | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
| GRANT AGREEMENTS         | <input type="checkbox"/>            | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor YouthWorks!

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$20,000.00

Termination Date: April 20, 2020

Approved by Council Date: pending  
 or by City Manager Date: \_\_\_\_\_

Contract is for: Youth Worker Training Program for Watershed and Stormwater Improvements, Bid Doc '16/20/P

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 GRT

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  RFQ  Sole Source  Other

6 **Procurement History:** First year of a 4 year contract

7 **Funding Source:** Operational Funds - Stormwater **BU/Line Item:** 22401.51031

8 **Any out-of-the ordinary or unusual issues or concerns:**  
N/A

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Melissa A. McDonald Phone # 955-6840

**Division Contract Administrator:** Christine Gomez

**Division Director:** John Romero PE

**Department Director:** Issac Pino PE

10 **Certificate of Insurance attached.** (if original Contract)

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Public RFP procurement was followed

12 **Prior year's contract amount?:** n/a

13 **Describe service impact from an ongoing commitment to the contractor:** The City of SF has worked with YouthWorks! in the past and in the river and other areas of the city.

14 **Why staff cannot perform the work?:** City staff does not train for youth workers

15 **If extending contract, why?:** N/A

16 **Was a Santa Fe company awarded contract? If not, why?:** Yes, YouthWorks is a local non-profit

17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes

18 **Is this for City Manager or Council approval?:** City Council

To be recorded by City Clerk:

Contract # \_\_\_\_\_

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

