

**ACTION SHEET
CITY COUNCIL MEETING OF 03/11/09
ITEM FROM FINANCE COMMITTEE MEETING OF 03/02/09**

ISSUE:

13. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT – PRAIRIE DOG RELOCATION SERVICES AT CITY PARKS AND MUNICIPAL AIRPORT; ECO SOLUTIONS (ROBERT WOODS)
- A. REQUEST FOR APPROVAL OF BUDGET INCREASE – CIP FUNDS

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 4 to professional services agreement for prairie dog relocation services at City Parks and Municipal Airport with ECO Solutions in the amount of \$89,022.55. Budget is available in CIP funds.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR WURZBURGER	X		
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	X		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ			

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, FEBRUARY 23, 2009**

ITEM 9

CITY PARKS AND MUNICIPAL AIRPORT PRAIRIE DOGS

- REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 4 WITH ECO SOLUTIONS IN THE AMOUNT OF \$89,022.55
- REQUEST FOR APPROVAL OF BUDGET ADJUSTMENT REQUESTS (**ROBERT WOOD**)

PUBLIC WORKS COMMITTEE ACTION: *Approved on Consent*

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON BUSHEE			
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	X		
COUNCILOR ROMERO	X		
COUNCILOR TRUJILLO	Excused		

City of Santa Fe, New Mexico

memo

DATE: February 12, 2009

TO: Public Works Committee

VIA: Robert Romero, Public Works Department Director *RR*
Fabian Chavez, Parks Division Director

FROM: Robert Wood, IPM Program Manager *RWood*

ISSUE: City Parks and Municipal Airport Prairie Dog – Professional Services Agreement Amendment and Budget Adjustment Requests

SUMMARY:

The Parks Division, along with the Municipal Airport, is in the process of amending the Professional Service Agreement dated 03/28/2007 with Eco Solutions to include:

Amendment # 4:

- 1) Scope of Work – incorporate Scope of Work based on Exhibit “E” and “F”.
- 2) Compensation – Increase of \$89,022.55.

Funding is identified as follows:

Description:	Business Unit/Line Item:	Amount:
FRANKLIN MILES PARK	423018.510300.0108400	\$14,666.89
LARRAGOITE PARK	423026.510300.0108400	\$ 8,000.00
SANTA FE MUNICIPAL AIRPORT	32216.510300	\$66,355.66
	TOTAL:	<u>\$89,022.55</u>

Due to the public safety concerns, it is essential we process this amendment. Should you have any questions, please contact me at ext. 2117.

ACTION:

Approval of Amendment No. 4 to the Professional Services Agreement with Eco Solutions and approval of attached Budget Adjustment Requests.

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME Public Works/				DATE 02/11/2009
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dept. Use Only)</small>	INCREASE	DECREASE
Professional Contracts	32216.510300		66,356	
JUSTIFICATION: <i>(use additional page if needed)</i>			TOTAL	\$ 66,356 \$ -

Move funds for prairie dog contract. Use unaudited fund balance from 32754 - Parks Maintenance of \$30,313 and unaudited fund balance from 32313 - Camino Alire Bridge of \$36,043

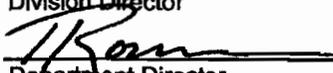
Bobbi Mossman Prepared By	02/11/09 Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/>	
Division Director Department Director	Date 2/12/09	City Council Approval Date <input type="text"/>	Budget Officer Date
		Agenda Item #: <input type="text"/>	Finance Director Date City Manager Date

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME Public Works/				DATE 02/11/2009	
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE	
Professional Contracts	423018.510300 .0108400		14,667		
WIP Construction	423018.572970 .0108400				14,667
JUSTIFICATION: <i>(use additional page if needed)</i>			TOTAL	\$ 14,667	\$ 14,667

Move funds for prairie dog contract.

Bobbi Mossman Prepared By	02/11/09 Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date <input type="text"/> Agenda Item #: <input type="text"/>	Budget Officer _____ Date _____ Finance Director _____ Date _____ City Manager _____ Date _____
Division Director  Department Director	_____ Date		

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME Public Works/				DATE 02/11/2009	
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE	
Professional Contracts	423026.510300 .0108400		8,000		
WIP Construction	423026.572970 .0108400				8,000
JUSTIFICATION: <i>(use additional page if needed)</i>			TOTAL	\$ 8,000	\$ 8,000

Move funds for prairie dog contract.

Bobbi Mossman Prepared By	02/11/09 Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/>	Budget Officer Date
Division Director Department Director	Date 2/11/09	City Council Approval Date <input type="text"/> Agenda Item #: <input type="text"/>	Finance Director Date
			City Manager Date

**CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 29, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and Eco Solutions (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide capture and relocation of Gunnison's Prairie Dogs services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES.

Article 1 of the Agreement is amended to include the addition to paragraph F, so that Article 1, paragraph F reads as follows:

F. Capture and relocation of Gunnison Prairie Dogs. The specific tasks are attached hereto and incorporated herein as Exhibit "E" and Exhibit "F".

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of eighty nine thousand twenty two dollars and fifty five cents (\$89,022.55) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor payment for services rendered, the sum two hundred six thousand twenty dollars and seventeen cents (\$206,020.17) inclusive of applicable gross receipts taxes.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment and Amendments 1, 2 and 3, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

CITY OF SANTA FE:

By: _____
DAVID COSS, MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
ECO SOLUTIONS

By: _____
TED BOTKIN, OWNER

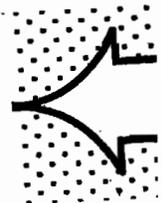
APPROVED AS TO FORM:



FRANK D. KATZ, CITY ATTORNEY

APPROVED:

DAVID N. MILLICAN, FINANCE DIRECTOR





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 Services

3 Complete information requested

Plus GRT

Inclusive of GRT

Original Contract Amount: \$36,113.56

Termination Date: December 31, 2007

Approved by Council Date: _____

or by City Manager Date: March 29, 2007

Contract is for: _____

Amendment # 4 to the Original Contract# 07-0191

Increase/(Decrease) Amount \$ \$89,022.55

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: EXTENDED SCOPE OF SERVICES

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

Plus GRT

Inclusive of GRT

Amount \$ 36,113.56 of original Contract# 07-0191 Termination Date: 12/31/2007

Reason: Prairie Dog Removal & Relocation

Amount \$ 0.00 amendment # 1 Termination Date: 06/30/2008

Reason: Extend Termination Date

Amount \$ 66,312.49 amendment # 2 Termination Date: 06/30/2010

Reason: Extended Scope of Services

Amount \$ 14,571.57 amendment # 3 Termination Date: 06/30/2010

Reason: Extended Scope of Services

Total of Original Contract plus all amendments: \$ 206,020.17



City of Cambridge
Summary of Contracts, Agreements, & Amendments

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

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source Eco Solutions Date: _____

Other _____

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

7 Funding Source: CIP **BU/Line Item:** 32754

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Robert Wood

Phone # 505-955-2117

10 Certificate of Insurance attached. (if original Contract)

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:

**Santa Fe Municipal Airport
Prairie Dog Relocation Project
2009 Work Proposal**

**Submitted by Eco Solutions
Trent Botkin, Owner**

Summary

1/5/09

Based on our relocation work completed in 2008, we estimate that the number of prairie dogs remaining in the RSA is approximately 100+, with an estimated 300 additional prairie dogs existing within 100 yards of the RSA (Impact Area). If prairie dog capture commences as soon as the prairie dogs emerge in the spring, we can expect to remove up to 250 animals from the RSA and Impact Area. Depending on seasonal precipitation, temperature, and other factors affecting the birthing season, we can expect to see 100-300 additional prairie dog juveniles within the RSA and Impact Area in May-June 2009.

Recommendation for 2008

Due to the success of our operations in 2008, it is recommended that we proceed with the airport relocation in 2009 under the same general framework: Breaking the season into pre-birthing season (April) and post-birthing season (June 15th – September).

Work Schedule

Eco Solutions plans on addressing the prairie dog situation at the Santa Fe Municipal Airport in two phases.

Phase 1

We anticipate working 4 days per week for a 6 week period during late March and April, resulting in an estimated 22 work days. This work period maximizes the time spent in the field, while taking into consideration a few inclement weather days where capture may not be possible, as well as days needed to complete releases. This work period is not definite, as it can be moved earlier or later due to climatic influences to the biological behavior of the prairie dogs.

Phase 2

We anticipate working 3 days per week for a 6 week period from June 1st to July 11th to capture as many mothers and juveniles as possible before they begin to expand their habitat, followed by 2 days per week from July 12th to September 30th.

Exhibit E

Explanation of Planned Work

The prairie dog birthing season of 2008 produced a record number of juveniles within the RSA area, despite historical progress at removing prairie dogs from this area.

This population explosion was consistent with other population trends in the city.

It is necessary to continue relocation efforts within the RSA and into the Impact Area for the entire length of the season, the result of which may be a smaller relocation workload and budget in the coming years.

Vehicles/Materials

Eco Solutions will provide all materials necessary to complete the capture operations.

Retention Facility

To maintain the same efficiency as was achieved in 2008, Eco Solutions requests continued access to the retention facility located in the storage room at the airport.

Relocation Site

While it is the responsibility of the contractor to arrange for and maintain a relocation site, Eco Solutions requests the assistance of the City of Santa Fe in arranging for a release site on public land in 2009. Eco Solutions may have a private land site to relocate all prairie dogs from the airport, but it is not a reliable location due to shifting political influences. If the city of Santa Fe can provide a reliable relocation site, the projected budget could be reduced by up to 10%. Reserving and preserving a relocation site is a time intensive and finance-straining task.

Trent Botkin, Owner - Eco Solutions 1/5/09
PO Box 2813
Santa Fe, NM 87505
575-644-2210
trent.ecosolutions@gmail.com

EXHIBIT "E" PAGE 1

Prairie dog Relocation Budget					
City of Santa Fe 2009					
Eco Solutions					
STAGE 1; PRE-BIRTHING					
Capture	Hrs / day	Total Days	Total Hrs	Amt / hr.	Total Amt
Supervisor	8	21	168	25	4,200
Assistant	8	21	168	25	4,200
Processing	1	21	21	25	525
Removal Sub Tl.		22	374		\$8,925
Airport Releases					
Action	Hrs / day	Total Days	Total Hrs	Amt / hr.	Total Amt
Release	8	10	80	\$30	2,400
Release asst.	8	10	80	\$30	2,400
Monitoring	8	10	80	\$30	2,400
Release Sub Tl.		20	240		\$7,200
Airport Land Prep					
Action	Hrs / day	Total Days	Total Hrs	Amt / hr.	Total Amt
Trenching/augering	10	6	60	\$30	1,800
Burrow Instl.	10	6	60	\$20	1,200
Labor assist (2)	20	6	120	\$18	2,160
Burrow Constr	8	4	32	\$18	576
Land Prep Sub Tl.					5,736
Land Prep Labor Total:					\$5,736
Airport Equipment and Supplies		Cost	Days/#		
Backhoe/auger		500	5		2,500
Water truck		100	35		3,500

EXHIBIT "E" PAGE 2

Water	10	32			320
Soap	3	250			750
Nest box	12	100			1,800
Tubing	35	5			175
Hay	13	30			390
Feed	10	42			420
Holding Tanks		2			300
mileage (2,000 mi. @\$0.48)					960
Supply Sub Total.					\$11,715
Project Management	Hrs /	Total	Total	Amt /	Total Amt
	day	Days	Hrs	hr.	
Airport	1	22	22	50	1,100
Project Management. Total:					1,100
STAGE 1 TOTAL:					\$33,476.00
STAGE 2: POST-BIRTHING					
(3 Days per week for 6 weeks, 2 days per week for 11 weeks)					
Capture	Hrs /	Total	Total	Amt /	Total Amt
	day	Days	Hrs	hr.	
Supervisor	7	40	280	25	7,000
Assistant	7	40	280	25	7,000
Processing	1	40	40	25	1,000
Removal Sub Total.		40	680		\$15,000
(Cont.)					

EXHIBIT "E" PAGE 3

(Cont.)					
Airport Releases					
Action	Hrs / day	Total Days	Total Hrs	Amt / hr.	Total Amt
Release	8	10	80	\$25	2,000
Release asst.	8	10	80	\$25	2,000
Monitoring	8	10	80	\$25	2,000
Release Sub Tl.		20	240		\$6,000
Airport Equipment and Supplies					
	Cost	Days/#			
Water truck	100	40			4,000
mileage (2,000 mi. @ \$0.48)					960
Supply Sub Tl.					\$4,960
Project Management					
	Hrs / day	Total Days	Total Hrs	Amt / hr.	Total Amt
Airport	1	40	40	50	2,000
Project Management. Total:					\$2,000
STAGE 2 TOTAL:					\$27,960.00
PROJECT TOTAL:					\$61,476.00*

*GRT Tax is in addition to this amount

Trent Botkin Trent Botkin 1/5/09

EXHIBIT "E" PAGE 4

Proposal for Relocation of Prairie Dogs from City Parks/Fire Station
Prepared by Eco Solutions
1/05/09

Franklin Miles

Estimated # of Prairie Dogs at the Park: 150

Comments: This year our strategy will be an endgame for Franklin Miles Park. Our plan is to capture all prairie dogs within the park by the end of July, with +90% being removed during April prior to the breeding season. One crew will work all available weekdays during April, supplemented by an additional crew when possible. This budget is for all the prairie dogs in the park, including those that exceed the 150 estimate at no additional cost.

Cost: \$15,000 + GRT

Larragoite Park

Estimated # of Prairie Dogs to be Relocated: 50

Comments: The primary objective will be to capture all prairie dogs located on and adjacent to the old ball field. After these dogs have been caught, we will utilize the remainder of the budget to capture additional prairie dogs within the park.

Cost: \$5,000 + GRT

West Alameda Fire Station

Estimated # of Prairie Dogs to be Relocated: 12

Comments: All prairie dogs will be relocated from the designated area.

Cost: \$1,000 + GRT

Trent Botkin
Owner - Eco Solutions
575-644-2210
PO Box 2813
Santa Fe, NM 87504
trent.ecosolutions@gmail.com



Eco Solutions, LLC PHONE: (575) 644-2210
1616 Third St. E-MAIL: trent.ecosolutions@gmail.com
Santa Fe, NM 87505 WEBSITE: <http://www.ecosolutionsnm.com>

EXHIBIT "F" PAGE 1

Proposal with GRT inclusion: present rate 7.9375%

Proposal for Relocation of Prairie Dogs from City Parks/Fire Station
Prepared by Eco Solutions
1/05/09

Franklin Miles

Estimated # of Prairie Dogs at the Park: 150

Comments: This year our strategy will be an endgame for Franklin Miles Park. Our plan is to capture all prairie dogs within the park by the end of July, with +90% being removed during April prior to the breeding season. One crew will work all available weekdays during April, supplemented by an additional crew when possible. This budget is for all the prairie dogs in the park, including those that exceed the 150 estimate at no additional cost.

Cost: \$15,000 + GRT (GRT = \$1,190.63) (TOTAL = \$16,190.63)

Larragoite Park

Estimated # of Prairie Dogs to be Relocated: 50

Comments: The primary objective will be to capture all prairie dogs located on and adjacent to the old ball field. After these dogs have been caught, we will utilize the remainder of the budget to capture additional prairie dogs within the park.

Cost: \$5,000 + GRT (GRT = \$396.88) (TOTAL = \$5,396.88)

West Alameda Fire Station

Estimated # of Prairie Dogs to be Relocated: 12

Comments: All prairie dogs will be relocated from the designated area.

Cost: \$1,000 + GRT (GRT = \$79.38) (TOTAL = \$1,079.38)

Proposal Parks/Fire Station total request = \$22,666.89

Airport proposal \$61,476.00 + GRT = \$66,355.66

Total proposals with GRT = \$89,022.55

EXHIBIT "F" PAGE 2

Amendment #	Original Contract #	Amount	Termination Date	Reason	Total Request	Progressive Total
	07-0191	\$36,113.56	12/31/2007	Prairie Dog Removal & Relocation	\$36,113.56	\$36,113.56
	1	\$0.00	06/30/2008	Extended Termination Date	\$0.00	\$36,113.56
	2	\$66,312.49	06/30/2010	Extended Scope of Services	\$66,312.49	\$102,426.05
	3	\$14,571.57	08/30/2010	Extended Scope of Services	\$14,571.57	\$116,997.62
	4	\$89,022.55	06/30/2010	Extended Scope of Services	\$89,022.55	\$206,020.17

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 28, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and Eco Solutions (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include paragraph E, so that Article 1 paragraph E reads as follows:

E. Capture and relocation of Gunnison Prairie Dogs from City Parks. The specific tasks are attached hereto and incorporated herein as Exhibit "D".

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fourteen thousand, five hundred seventy one and fifty seven cents (\$14,571.57) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor payment for services rendered, the sum one

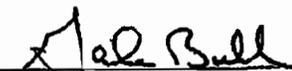
hundred sixteen thousand, nine hundred ninety seven dollars and sixty two cents (\$116,997.62), inclusive of applicable gross receipts taxes.

2. AGREEMENT IN FULL FORCE.

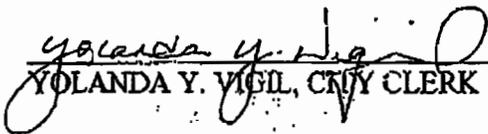
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

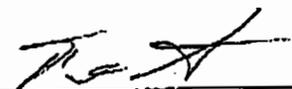
CITY OF SANTA FE:

By: 
GALÉN BULLER, CITY MANAGER
Date: 6/20/08

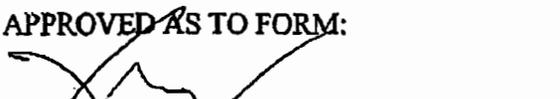
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
Eco Solutions

By: 
Date: 6/20/08

APPROVED AS TO FORM:


FRANK D. KATZ, CITY ATTORNEY

APPROVED:


KATHRYN RAVELING, FINANCE DIRECTOR

Proposal for the Relocation of Prairie Dogs from City Parks
Prepared by Eco Solutions
6/11/08

Larragoite Park

Estimated # of Prairie Dogs to be Relocated: 40

Comments: The primary objective will be to capture all prairie dogs located on and adjacent to the ball field. After these dogs have been caught, we will utilize the remainder of the budget to capture additional prairie dogs within the park. Due to frequent use of the park by patrons, Larragoite Park is a difficult park

Cost: \$4,500 + GRT 357.19 = 4,857.19

Frenchy's Field

Estimated # of Prairie Dogs to be Relocated: 35

Comments: The objective will be to capture all prairie dogs located on the designated project site near the northern boundary of the park. The capture of prairie dogs from such a site is always more difficult due to limited visibility, diverse landscapes, uneven ground, and unanticipated circumstances.

Cost: \$4,000 + GRT 317.50 = 4,317.50

Franklin Miles

Estimated # of Prairie Dogs at the Park: 50+

Comments: Due to a very low capture rate at this park in the past, we cannot guarantee results. We will be focusing on the ball fields. The deep burrows, frequent use by patrons, and years of flushing have created very difficult working conditions for prairie dog capture. However, this year we will be utilizing a new trapping system as well as flushing, and placing wire mesh (below ground level) over empty burrows to discourage the reinhabitation of the burrows by prairie dogs from nearby burrows.

Cost: \$5,000 + GRT 396.88 = 5,396.88

\$ 14,571.57

Trent Botkin
Owner - Eco Solutions
505-644-2210
PO Box 2813
Santa Fe, NM 87504
trent.ecosolutions@gmail.com

Proposal for the Relocation of Prairie Dogs from City Parks
Prepared by Eco Solutions
6/11/08

Larragoite Park

Estimated # of Prairie Dogs to be Relocated: 40

Comments: The primary objective will be to capture all prairie dogs located on and adjacent to the ball field. After these dogs have been caught, we will utilize the remainder of the budget to capture additional prairie dogs within the park. Due to frequent use of the park by patrons, Larragoite Park is a difficult park

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Cost: \$5,000 + GRT 396.88 = 5,396.88

\$ 14,571.57

Trent Botkin
Owner - Eco Solutions
505-844-2210
PO Box 2813
Santa Fe, NM 87504
trent.ecosolutions@gmail.com

Exhibit "D"

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DS
EC030-1

DATE (MM/DD/YYYY)
01/17/08

PRODUCER
Null & Company, Inc.
Albuquerque Office
t Office Box 90365
Albuquerque NM 87199-0365
Phone: 505-889-9111 Fax: 505-889-9353

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Scottsdale Insurance Co	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

INSURED

Eco Solutions
200 Navajo Drive
Santa Fe NM 87505

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000, Ded.	CLS1188489	11/18/07	11/18/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000
	<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLS1188489	11/18/07	11/18/08	PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> IMRD AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO-ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ADD \$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> OTHER				WC STATUTORY LIMIT <input type="checkbox"/> DIF. EN E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is added as Additional Insured with regard to General Liability.

CERTIFICATE HOLDER

CITYOPS
 City of Santa Fe
 Jackie Gonzales
 PO Box 909
 Santa Fe NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Timothy D. [Signature]

FORM 101 (2001/08)

© ACORD CORPORATION 1988



Summary of Contracts, Agreements, & Amendments

*City
Intranet
Finance
DOES*

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

3 Complete information requested

Plus GRT

Inclusive of GRT

Original Contract Amount: \$36,113.56

Termination Date: December 31, 2007

Approved by Council Date: _____

or by City Manager Date: March 29, 2007

Contract is for: Prairie Dog Removal and Relocation

Amendment # 1 to the Original Contract# 07-0191

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: June 30, 2008

Approved by Council Date: _____

or by City Manager Date: January 15, 2008

Amendment is for: Extend Termination Date

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

Plus GRT

Inclusive of GRT

Amount \$ 36,113.56 of original Contract# 07-0191 Termination Date: 12/31/2007

Reason: Prairie Dog Removal & Relocation

Amount \$ 0.00 amendment # 1 Termination Date: 06/30/2008

Reason: Extend Termination Date

Amount \$ 66,312.49 amendment # 2 Termination Date: 06/30/2010

Reason: Extended Scope of Services

Amount \$ 14,571.57 amendment # 3 Termination Date: 06/30/2010

Reason: Extended Scope of Services

Total of Original Contract plus all amendments: \$ 116,997.62



Summary of Contracts, Agreements, & Amendments

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

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source Eco Solutions Date: March 29, 2007

Other _____

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

7 Funding Source: CIP **BU/Line Item:** 32754

8 Any out-of-the ordinary or unusual issues or concerns:
None
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jackie Gonzales
Phone # 955-2119

10 Certificate of Insurance attached. (if original Contract)

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:

ROMERO, IRENE K.

From: GONZALES, JACKIE L
t: Thursday, June 12, 2008 9:38 AM
To: ROMERO, IRENE K
Cc: CHAVEZ, FABIAN V
Subject: Eco Solutions Amendment # 3 - \$14,571.57

Dear Irene:

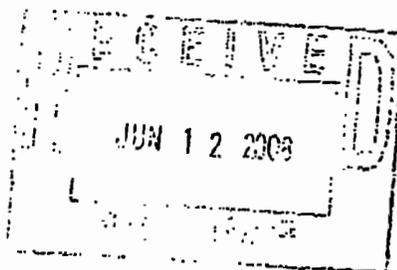
Could you please review the attached amendment # 3 to Eco Solutions PSA for an increased amount of \$14,571.57? The original PSA Contract and all amendments (1 - 3) total \$116,997.62.

Upon your review - please let me know of any additional changes that need to be made.

thank you in advanced for your continued assistance and expertise.

THANKS

JACKIE



5/12/2008

Revised 4/06

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 28, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and Eco Solutions (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include paragraph E, so that Article 1 paragraph E reads as follows:

E. Provide all other services in accordance with the Scope of Work contained in Exhibit C outlined of Stage 1; Pre-Birthing and Stage 2; Post-Birthing attached hereto and incorporated herein.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty six thousand, three hundred twelve dollars and forty nine cents

(\$66,312.49) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor payment for services rendered, the sum one hundred two thousand, four hundred twenty six dollars and five cents (\$102,426.05), inclusive of applicable gross receipts taxes.

3. TERM

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2010, unless terminated pursuant to Article 6 infra.

4. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: David Coss
DAVID COSS, MAYOR
Date: 2/18/08

ATTEST:

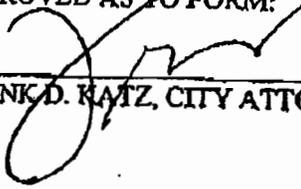
Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
ccmty 2/13/08

CONTRACTOR:
Eco Solutions

By: 

Date: 3/14/8

APPROVED AS TO FORM:


FRANK D. KATZ, CITY ATTORNEY

APPROVED:


KATHRYN RAVELING, FINANCE DIRECTOR

Inc./Agreement/Amendment #2 Eco Solutions 15-08

Exhibit C - Eco Solutions

Prairie Dog Relocation Budget
City of Santa Fe 2008
Eco Solutions

Stage 1 - Pre Birthing

Airport Equipment & Supplies	Cost	Days#		
Backhoe/Auger	500	5		2,500.00
Water Truck	100	35		3,500.00
Water	10	32		320
Soap	3	250		750
Nest Box	12	150		1,800.00
Tubing	35	5		175.00
Hay	13	30		390.00
Feed	10	42		420.00
Holding Tanks		6		900.00
Mileage (2,000 mi. @ \$.48)				960.00
SUPPLIES SUB-TOTAL:				11,500.00

	Hrs/Days	Total Days	Total Hrs.	Am/ Hr.	Total Amt.
Relocate Site Land Prep					
Trenching/Augering	10	6	60	30.00	1,800.00
Burrow Instl.	10	6	60	20.00	1,200.00
Labor Assist (2)	20	6	120	18.00	2,160.00
Burrow Construction	8	4	32	18.00	576.00
LAND PREP SUB-TOTAL:					5,736.00

Capture					
Supervisor	8	21	168	25.00	4,200.00
Assistant	8	21	168	25.00	4,200.00
Processing	1	21	21	25.00	525
CAPTURE SUB-TOTAL:					8,925.00

Airport Relocation					
Release	8	10	80	25.00	2,000.00
Release Asst.	8	10	80	25.00	2,000.00
Monitoring	8	10	80	25.00	2,000.00
AIRPORT RELOCATION SUB-TOTAL:					6,000.00

Project Management					
Airport	1	22	22	50	1,100.00
PROJECT MANAGEMENT SUB-TOTAL:					1,100.00
STAGE 1 SUB-TOTAL:					33,476.00
Gross Receipts Tax					2,657.16
STAGE 1 GRAND-TOTAL:					36,133.16

Stage 2 - Post Birthing	(3 days per week for 6 weeks, 2 days per weeks for 11 weeks)			
Airport Equipment & Supplies	Cost	Days#		
Water Truck	100	40		4,000.00
Mileage (2,000 mi. @ \$.48)				960
AIRPORT EQUIPMENT & SUPPLIES SUB-TOTAL:				4,960.00

Capture					
Supervisor	7	40	280	25.00	7,000.00
Assistant	7	40	280	25.00	7,000.00
Processing	1	40	40	25.00	1,000.00
CAPTURE SUB-TOTAL:					15,000.00

**Prairie Dog Relocation Budget
 City of Santa Fe 2008
 Eco Solutions**

Airport Releases					
Release	B	10	80	25.00	2,000.00
Release Assl.	B	10	80	25.00	2,000.00
Monitoring	B	10	80	25.00	2,000.00
AIRPORT RELEASES SUB TOTAL					6,000.00
Project Management					
Airport	1	40	40	50.00	2,000.00
PROJECT MANAGEMENT SUB TOTAL					2,000.00
STAGE 2 SUB TOTAL					27,960.00
Gross Receipts Tax					2,219.33
STAGE 2 GRAND TOTAL					30,179.33
PROJECT TOTAL					56,312.49

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NR
ECOSO-1

DATE (MM/DD/YYYY)
11/19/08

PRODUCER
Hull & Company, Inc.
New Mexico Office
Post Office Box 90365
Albuquerque NM 87199-0365
Phone: 505-889-9111 Fax: 505-889-9353

INSURED

Eco Solutions
1616 Third Street
Santa Fe NM 87505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Evanston Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	CL021000007	11/18/08	11/18/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Pest Control Services *Except 10 Days for Non-Payment
 Certificate Holder is listed as Additional Insured.

CERTIFICATE HOLDER

CITY OF S

 City of Santa Fe
 Attn: Jackie Gonzales
 PO Box 909
 Santa Fe NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Timothy D. Neff



FAX

To: BOWEN, GERALDINE F.

From: WOOD, ROBERT W.

Fax: 505-955-6748

Pages: 28 INCLUDING COVER

Phone:

Date: 01/09/2009

Re: Amendment # 4 -- additional documents **CC:**

Urgent For Review Please Comment Please Reply

Sending the additional requested documents for Amendment #4 to 07-0191

Robert Wood
IPM Program Manager
505-955-2117
505-489-6352

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 28, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and Eco Solutions (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2008, unless terminated pursuant to Article 6, infra.

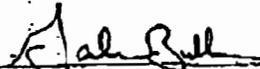
2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of

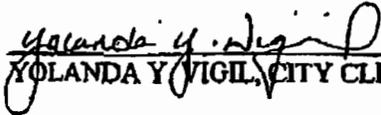
Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

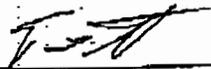
By: 
GALEN BULLER, CITY MANAGER

Date: 1/15/08

ATTEST:

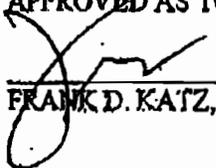

YOLANDA Y. VIGIL, CITY CLERK *mcw*

CONTRACTOR:
Eco Solutions

By: 

Date: 1/16/08

APPROVED AS TO FORM:


FRANK D. KATZ, CITY ATTORNEY

Itac/Agreement/Amendment #1 Eco Solutions

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 (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Live capture and relocation of Gunnison's Prairie Dogs from within the Santa Fe Municipal Airport Runway Safety Area (RSAs) and contiguous source colonies, as identified and directed by the Airport Manager or his designee.

B. Attend airport ground training in order to operate or otherwise be allowed to conduct field work on both airport movement (runways) and non movement areas.

C. Provide a relocation site for all of the captured Gunnison Prairie Dogs conforming to all applicable Ordinances relating to Private and Public Lands.

D. Provide all other services in accordance with the Scope of Work contained in the Request for Proposals attached hereto as Exhibit A and Contractor's Proposal attached hereto as Exhibit B and made part of this Agreement.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience, knowledge and personnel 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, the sum of thirty six thousand one hundred thirteen dollars and fifty-six cents (\$36,113.56), inclusive of applicable gross receipts taxes.

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. Compensation shall be paid only for services actually performed.

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 December 31, 2007 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, 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

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 Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003, as well as any subsequent changes to the ordinance 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 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 or other evidence of Contractor's compliance with the provisions of this section 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 of one million dollars (\$1,000,000) per occurrence.

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

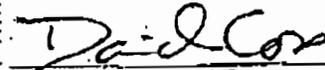
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Parks, Trails & Watershed Division
PO Box 909
Santa Fe, New Mexico 87504-0909

Contractor:
Eco Solutions
PO Box 2813
Santa Fe, NM 87504

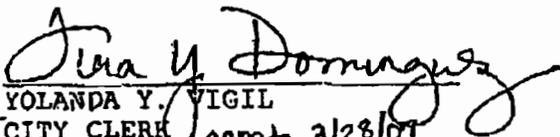
IN WITNESS WHEREOF, the parties have executed this Agreement
on the date set forth below.

CITY OF SANTA FE:

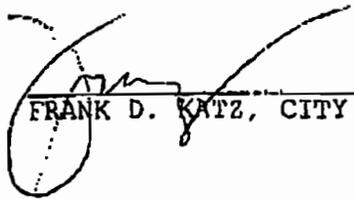

DAVID COSS, MAYOR

DATE: 3/29/07

ATTEST:


for YOLANDA Y. VIGIL
CITY CLERK *comty 3/28/07*

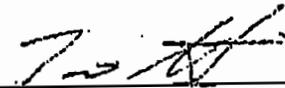
APPROVED AS TO FORM:


FRANK D. KATZ, CITY ATTORNEY

APPROVED:


KATHRYN L. RAVELING,
FINANCE DIRECTOR

CONTRACTOR:
ECO SOLUTIONS

By: 
Trent Botkin, Owner

CRS # 03-078321006

City of Santa Fe Business
Registration # 50699

07-12782

**City of Santa Fe, New Mexico
P.O. Box 909
Santa Fe, New Mexico 87504 - 0909**

**City Attorney's Office
Fax Cover Sheet
Fax # (505) 955 - 6748**

Date 11/26/08 Time 3:01
To: Jarkis
Company: _____
Telecopler No. 2111
Re: _____
From: Julie
Number of Pages (Including cover sheet) _____

**Please call (505) 955 - 6511 if there are any difficulties in receiving the transmission.*

Note: The information contained in this facsimile message is attorney privilege and confidential information intended only for the used of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the address listed above via the U.S. Postal Service.

Urgent For review Please Comment Please Reply

Comments:

Date will be 3/28/07.

