City of Santa Fe

AGENDA

REGULAR MEETING OF THE FINANCE COMMITTEE AUGUST 03, 2020 AT 5:00 PM ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at santafe.primegov.com/portal/search.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

    a. Regular Finance Committee Minutes – July 20, 2020

7. **CONSENT AGENDA**

    a. Request for the Approval to Execute a Grant Agreement for the Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of $4,989,235 for Transit Operating Expenses; Federal Transit Administration.

- Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $4,989,235 (Thomas Martinez, Director of Operations, tamartinez@santafenm.gov, 955-2006)

COMMITTEE REVIEW
Finance Committee (Scheduled) 08/03/2020
Governing Body (Scheduled) 08/12/2020

b. Request for the Approval to Complete a Grant Application, and to Execute a Grant Agreement for the FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of $1,750,904 for Transit Operating Expenses; Federal Transit Administration. (Thomas Martinez, Director of Operations, tamartinez@santafenm.gov, 955-2006)

COMMITTEE REVIEW
Finance Committee (Scheduled) 08/03/2020
Governing Body (Scheduled) 08/12/2020

c. Request for the Approval Execute a Grant Agreement for the FFY2020 Congestion Mitigation Air Quality Funding in the Total Amount of $71,773 for the Riderfinders Program; Federal Transit Administration. (Thomas Martinez, Director of Operations, tamartinez@santafenm.gov, 955-2006)

COMMITTEE REVIEW
Finance Committee (Scheduled) 8/03/2020
Governing Body (Scheduled) 08/12/2020

d. Request for Approval of State of New Mexico, Aging and Long Term Services Department Intergovernmental Agreement (Grant) in the Amount of $304,000 for the Senior Volunteer Programs: Foster Grandparent Program, Senior Companion Program and the Retired Senior Volunteer Program. (Melanie Montoya, Program Manager, mmmontoya@santafenm.gov, 955-4761).

COMMITTEE REVIEW
Finance Committee (Scheduled) 08/03/2020
Governing Body (Scheduled) 08/12/2020

e. Request for Approval of a Professional Services Agreement with HEI, Inc. for Booster Station 3 and Booster Station 4 VFD/RTU Replacements in the

Amount of $774,604 excluding NMGRT. (Jonathan Montoya, Source of Supply Manager, jmmontoya@santafenm.gov, 955-4373)

· Request for a Budget Adjustment Resolution (BAR) for the Professional Services Agreement with HEI, Inc. in the amount of $774,604.00 plus NMGRT

COMMITTEE REVIEW

Finance Committee (Scheduled)	08/03/2020
Governing Body (Scheduled)	08/12/2020

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, August 17 2020**

12. **ADJOURN**

City of Santa Fe

MINUTES

REGULAR MEETING OF THE FINANCE COMMITTEE JULY 20, 2020

1. **CALL TO ORDER**

2. **ROLL CALL**

Members Present:

Councilor Roman, Abeyta
Councilor Renee, Villarreal
Councilor Carol, Romero-Wirth
Councilor Signe, Lindell
Councilor Jamie, Cassutt-Sanchez

Members Excused:

Others Attending:

Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Jeff Norris, Attendee

MOTION: moved, seconded by , to Approve the roll call as presented.

VOTE: The motion was on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

3. **APPROVAL OF AGENDA**

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

Consent Agenda approved with the exception of items b, c, d, e which are postponed and to be heard at the next Governing Body meeting. Motion made by Cnslr. Cassutt-Sanchez and second by Cnslr. Villarreal. All approved.

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee Meeting – June 29, 2020

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to Approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

7. **CONSENT AGENDA**

a. Consideration of Bill No. 2020-__: An Ordinance Amending Section 14-11.4 Of The Land Development Code To Adopt Civil Penalty Provisions, A Civil Fine Schedule, And Civil Citation Procedures For Land Use Code Enforcement Actions; And To Permit The Land Use Director To Order A One-Year Waiting Period For Application For Short-Term Rental Permit By A Person Who Has Violated The Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987. (Mayor Webber, Councilors Lindell, Romero-Wirth, Villarreal) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830) (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Committee Review:
Planning Commission (postponed): 6/18/20
Quality of Life Committee (approved): 7/1/20
Public Works and Utilities Committee (approved): 7/6/20
City Council (request to publish) (approved): 7/8/20
Finance Committee (scheduled): 7/20/20
Planning Commission (scheduled): 8/6/20
City Council (public hearing) (scheduled): 8/12/20

b. Request Approval of Amendment #3 – Alpha Southwest for FY 20/21 Emergency Repair On-Call in the Amount of $211,015.63 Inclusive of NMGRT. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, & Efren Morales, WWM Plant Superintendent, Public Utilities, emmorales@santafenm.gov, 955-4618)

c. Request Approval of Amendment # 1 – Carollo Engineers FY 20/21 On-Call Engineering in the Amount of $250,000 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

d. Request Approval of Amendment #1 – Hazen & Sawyer FY 20/21 On-Call Engineering in the Amount of $250,000 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

e. Request Approval of Amendment #4 – John Shoemaker & Associates Inc. for FY 20/21 in the Amount of $197,560 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

f. Recommendation of Approval for a Professional Services Agreement for an on-call vegetation management professional services contract not to exceed $600,000 annually per vendor exclusive of New Mexico gross receipts tax (NMGRT).

Request to Award of Invitation to Bid # 20/15/B for on-call vegetative management professional services contract not to exceed $600,000 annually per vendor:
· Proscapes Inc.
· Seeds of Wisdom LLC
· San Isidro Permaculture Inc.

(Melissa McDonald, River & Watershed Manager, mamcdonald@santafenm.gov ; 505-231-3770)

Committee Review:
PWC – approved 4-27-20
FCM – 07-20-20
GB – 07-29-20

g. Requesting Approval for Amendment #2 to Professional Service Agreement with Cannon Cochran Management Services, Inc 12-0718 in the Amount of $198,141 for Third Party Administrative and Adjusting Services for Our Workers Compensation and General Liability Claims. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW
Finance Committee (Scheduled)
07/20/2020

Governing Body (Scheduled)
07/29/2020

h. Requesting Approval for Amendment #1 to Professional Service Agreement with Arthur J. Gallagher & Co. 12-0405 in the Amount of $77,613.32 for Comprehensive Insurance Program Broker Services. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW
Finance Committee (Scheduled)
07/20/2020
Governing Body (Scheduled)
07/29/2020

i. Consideration of Bill No. 2020-19: An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Section 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and La Puerta Originals, LLC for an Economic Development Loan Project for Lease Payments to Provide Assistance for the Negative Financial Impacts of COVID-19. (Mayor Webber and Councilor Vigil Coppler) (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912)

j. Consideration of Bill No. 2020-__: An Ordinance Relating to the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; Amending Section 10-9.2 to Align the Intent with the Purpose of the Bill; Amending Section10-9.3 to Amend and Add Definitions; Amending Section 10-9.4 to Make the Property Owner Responsible; Repealing and Readopting a New Section 10-9.5 to Establish a Process for a Nuisance Investigation and Abatement Process; Repealing and Readopting a New Section 10-9.6 to Establish Tenants Rights; Amending Section 10-9.7 to Establish Enforcement Provisions to Hold the Property Owner Accountable; Amending Section 10-9.8 Regarding Reseration of Legal Options; Amending Section 10-9.9 Regarding Appeals; Amending Section 10-9.10 to Remove Reference to the City Filing a Civil Action in District Court or First Judicial Court; Repealing Section 10-9.11 Regarding Supplementary Remedies for Public Nuisances; and Amending Section 10-9.13 Regarding the Right of Entry. (Councilors Lindell, Villarreal, Romero-Wirth, Vigil Coppler) (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554; Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)
Committee Review:
Quality of Life Committee (Approved) 7/1/20

Public Works and Utilities Committee (Approved)	7/6/20
City Council (Request to Publish) (Approved)	7/8/20
Finance Committee (Scheduled)	7/20/20
City Council (Public Hearing) (Scheduled)	7/29/20

k. Request for the Approval of Amendment #1 to Service Contract 20-0027 in the Total Amount of $500,000.00 Plus Applicable NMGRT for On-Call HVAC, Mechanical, Plumbing and Electrical Services at Midtown and Other City Facilities as Needed; B&D Industries, Inc (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

l. Request approval of contracts awarded through RFP 20/15 to use affordable housing trust funds (AHTF) and general funds to support housing contracts, as follows:
NMIF Housing Corp $200,000
NM Coalition to end Homelessness $180,000
(Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

m. Request for Approval of a Resolution Incorporating the Fourth Quarter Budget Amendments for Fiscal Year 2019/2020, and associated Department of Finance & Administration/Local Government Division (DFA/LGD) schedule. (Andy Hopkins, Principal Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

8. **DISCUSSION AGENDA**

9. **PRESENTATION**

a. Claims Presentation - AJ Gallagher and Cannon Cochran Management Services (Nasreen Kopecky
Nasreen_Kopecky@AJG.com

10. **MATTERS FROM STAFF**

11. **MATTERS FROM THE COMMITTEE**

MATTERS FROM THE CHAIR

NEXT MEETING:

12. **ADJOURN**

City of Santa Fe,New Mexico

memo

DATE: June 4, 2020

TO: Public Works Committee
Finance Committee
Governing Body

THRU: John Romero
John Romero, Acting Public Works Department Director

FROM: Keith Wilson, Transit Division Director of Administration and Grants
(kpwilson@santafenm.gov; 505-955-2223)
Thomas Martinez, Transit Division Director of Operations and Maintenance
(tamartinez@santafenm.gov; 505-955-2006)

SUBJECT: **Request for the Approval to Execute a Grant Agreement for the Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of $4,989,235 for Transit Operating Expenses; Federal Transit Administration.**

a) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $4,989,235.

ITEM

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. The CARES Act allocated $25 billion in federal funding to help the nation's public transportation systems respond to the COVID-19 outbreak. The Act provides the funding at 100% federal share, requiring no local match. These funds can be used to support capital, operating, and other eligible expenses under the Section 5307 funding program incurred since January 20, 2020 in response to economic or other conditions caused by COVID-19. Note, administrative leave for transit personnel incurred is an eligible expense.

Distribution of the CARES ACT funding is administered by the New Mexico Department of Transportation (NMDOT) and the City of Santa Fe Transit Division has been allocated $4,989,235. To provide some level of scale, this allocation is almost 3 times our typical annual appropriation of Section 5307 formula funding and is in addition to that annual. From an attached email from David Harris, NMDOT Transit and Rail Division Director, "*It is the New Mexico DOT's express intent that these 100% funds are utilized in a way that keeps your transit system intact and temporarily replaces local revenue to reduce revenue loss, so when the public emergency starts to recede, Santa Fe Trails is well-positioned to assume its robust service that supports it community and Santa Fe's economy.*"

Also attached is a letter from the Chair and Ranking Member of the House of Representatives Committee on Transportation and Infrastructure in which they said: "*The funding allows public transit agencies to reimburse operating costs and maintain service so essential workers – including frontline healthcare workers, law enforcement, first responders, and other safety personnel – can get to their jobs. As this pandemic continues to keep most Americans at home, we are ever more cognizant of the important role that grocery store workers, warehouse workers, delivery drivers, and others play in our daily lives, and we thank you for assisting them in getting to work during these challenging times.*"

Throughout this crisis the Transit Division has worked hard to maintain the safety of our employees and the travelling public, while continuing to provide transit services seven days a week to meet the needs of essential employees and those needing to make essential trips. Our employees, without exception, have recognized the importance of the services they provide, and provided these services in a safe and professional manner.

With Councils approval, the Public Works Department Director, as the designated CEO for these matters, will execute the Grant Agreement.

BUDGET

The Transit Division has identified that the majority of its expenses (between $600,000 and $700,000 per month) are eligible for reimbursement through this grant, including all salaries and benefits that have been incurred since January 20, 2020. The intent of the use of this grant is to offset the loss of revenues budgeted for the Division and cover additional operating costs incurred due to the COVID-19 crisis. A Budget Adjustment in the amount of $4,989,235 to Fund/Business Unit/Line Item: 540.5400491.490550 accompanies this request. Funding not reimbursed for expenses incurred in this budget year will be carried forward for use in the next budget year.

ACTION REQUESTED

Request for the Approval to complete a Grant Application, and to Execute a Grant Agreement for the Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of $4,989,235 for Transit Operating Expenses; Federal Transit Administration.

a) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $4,989,235.

Attachments:
New Mexico Department of Transportation CARES Act Suballocation Letter
Grant Agreement: NM-2020-011-00
Summary of Contracts
Designation of Signature Authority for FTA Assistance Awards
David Harris, NMDOT Transit and Rail Division Director Email
Chair and Ranking Member of the House of Representatives Committee on Transportation and Infrastructure Letter
CARES Act Legislation (Transit Funding Section)
Budget Adjustment Resolution

NEW MEXICO DEPARTMENT OF TRANSPORTATION

April 8, 2020

Regina Wheeler
City of Santa Fe
Public Works
500 Market Station, Suite 200
Santa Fe, NM 87501

RE: Federal Transit Administration (FTA) Small Urbanized Section 5307 CARES ACT Suballocation Letter FULL YEAR FY 2020

Dear Ms. Wheeler,

As identified in this Suballocation Letter, New Mexico Department of Transportation (NMDOT) as the Designated Recipient, authorizes the allocation of Section 5307 CARES ACT funding to City of Santa Fe as the Direct Recipient. The undersigned agree to the Suballocation Letter and the amounts allocated to the Direct Recipient.

The Direct Recipient is responsible for its application to the FTA to receive CARES ACT Section 5307 small urbanized funds and assumes the responsibilities associated with any award for these funds. The timeline for direct recipients to apply for awarded funds through TrAMS is current award year plus five years. The recipient is responsible for entering the period of performance end date when applying for the grant.

Full Year FY 2020 $4,989,235

Designated Recipient

Kevin E Olinger Digitally signed by Kevin E Olinger Date: 2020.04.08 16:44:36 -06'00'

Date: 4/8/2020

Kevin Olinger
NMDOT Transit Manager

Grant Recipient

John Romero Digitally signed by John Romero Date: 2020.04.14 11:10:38 -06'00'

Date: 04-14-20

Signature

John Romero

Print Name

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma Espinoza Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	NM-2020-011-00
Temporary Application Number	2066-2020-1
Application Name	Santa Fe FY2020 Section 5307 CARES Act Operating
Application Status	Final Concurrence / Reservation
Application Budget Number	0

Period of Performance Start Date	N/A	
Original Period of Performance End Date	6/30/2021	
Current Period of Performance End Date	N/A	Revision #: N/A

Part 1: Recipient Information

Name: Santa Fe, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2066	City	CITY OF SANTA FE	069420818

Location Type	Address	City	State	Zip
Headquarters	200 LINCOLN AVE	SANTA FE	NM	875041904
Physical Address	200 LINCOLN AVE	SANTA FE	NM	87504
Mailing Address	200 LINCOLN AVE	SANTA FE	NM	87504

Union Information

Union Name	AMERICAN FEDERATION OF STATE, MUNICIPAL AND COUNTY EMPLOYEES
Address 1	P.O. Box 10110
Address 2	
City	Santa Fe
State	NM
Zipcode	87504
Contact Name	Michelle Gutierrez
Telephone	(505) 819-1002

Fax	
E-mail	afscme3999@gmail.com
Website	

Part 2: Application Information

Application Point of Contact Information

Title: Santa Fe FY2020 Section 5307 CARES Act Operating

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
NM-2020-011-00	Final Concurrence / Reservation	Grant	5/19/2020	5/19/2020	No

Application Executive Summary
This grant application represents the Section 5307 CARES Act appropriation of $4,989,235 at 100% federal share to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe from January 20, 2020 until fully expended.
(Note: the Santa Fe UZA was apportioned $5,315,047. Through the Santa Fe MPO, $4,989,235 was allocated to the City of Santa Fe and $325,812 was allocated to the North Central Regional Transit District.)
The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.
Per the CARES Act, the project(s) in this application is not required to be programmed in the Long-Range Transportation Plan or Statewide Transportation Improvement Program.

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

First Name	Last Name	Title	E-mail Address	Phone
Keith	Wilson	Transit Division	kpwilson@santafenm.gov	505-955-2223
Daniel	Peschell	Transportation Program Specialist	daniel.peschell@dot.gov	817-978-0563
David	Bartels	General Engineer	david.bartels@dot.gov	817-978-0572

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$4,989,235
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,989,235**

Application Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-011-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$4,989,235.00	$0.00	$4,989,235.00	0
NM-2020-011-01-00		30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	$4,989,235.00	$0.00	$4,989,235.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: FY2020 Section 5307 CARES Act Funding

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2020-011-01-00	2066-2020-1-P1	5/21/2020	1/20/2020	12/31/2020

Project Description
For the operating expenses of City of Santa Fe Transit Division related to the response to a coronavirus public health emergency as described in section 319 of the Public Health Service Act, including, beginning on January 20, 2020, reimbursement for operating costs to maintain service due to the coronavirus public health emergency, including the purchase of personal protective equipment, and paying the administrative leave of operations personnel due to reductions in service.

Project Benefits
Supports the operations of the City of Santa Fe Transit and Paratransit Operations during the Coronavirus Public Health Emergency

Additional Information
100 percent federal share for all projects funded by CARES Act

Location Description
The City of Santa Fe Transit Division provides Fixed Route and Paratransit service within the Santa Fe UZA.

Security
No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353790	Santa Fe, NM

Congressional District Information

State	District	Representative
New Mexico	3	Ben R Lujan

Program Plan Information

STIP/TIP
Date: Not Provided
Description: Not Required for the CARES ACT Funding

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$4,989,235
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,989,235**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-011-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$4,989,235.00	$0.00	$4,989,235.00	0
NM-2020-011-01-00	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	$4,989,235.00	$0.00	$4,989,235.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	0

Extended Budget Description

To Support the operating costs of the City of Santa Fe Transit and Paratransit Operations starting on January 20, 2020 until funds have been fully expended.
Funds will be used to reimburse:
Salaries and Benefits
Utilities
Communications
Fuel, Fluids and Tires
Repair and Maintenance Supplies and Services
Operating Supplies
Cleaning and Disinfectant Supplies
Personal Protective Equipment
Operational Software Support

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$4,989,235
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,989,235**

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Date when Operating Expenditures can be expended from.
End Date	12/31/2020	Date all funds will have been disbursed and the grant will be closed out.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date

Class IIc CE Approved	5/21/2020

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Comments for DOL

Comment By	Daniel Peschell
Comment Type	DOL Review for Certification
Date	5/28/2020
Comment	Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact information is: Keith Wilson 505-955-2223 kpwilson@santafenm.gov UNION INFO: American Federation of State, Municipal and County Employees PO Box 10110 Santa Fe, NM 87504 Michelle Gutierrez 505-819-1002 afscme3999@gmail.com Person to notify at FTA: Daniel Peschell, Trans Program Specialist 819 Taylor Street, Room 14A02 Fort Worth, Texas 76102 Phone: (817) 978-0563

Application Review Comments

Comment By	Daniel Peschell
Comment Type	FTA Post Review Comments for Grantee
Date	5/22/2020
Comment	Please revise per my 5/22/20 email. Daniel Peschell Transportation Program Specialist 817-978-0563

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM FTA AWARD OR AWARD IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, AWARD ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

DUNS No: 069420818

Application Information

Federal Award Identification Number: NM-2020-011-00

Application Name: Santa Fe FY2020 Section 5307 CARES Act Operating

Application Start Date: N/A

Original Award End Date: 6/30/2021

Current Award End Date: N/A

Application Executive Summary: This grant application represents the Section 5307 CARES Act appropriation of $4,989,235 at 100% federal share to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe from January 20, 2020 until fully expended.
(Note: the Santa Fe UZA was apportioned $5,315,047. Through the Santa Fe MPO, $4,989,235 was allocated to the City of Santa Fe and $325,812 was allocated to the North Central Regional Transit District.)
The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.
Per the CARES Act, the project(s) in this application is not required to be programmed in the Long-Range Transportation Plan or Statewide Transportation Improvement Program.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and rec eive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: $4,989,235.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $4,989,235.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $4,989,235.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$4,989,235
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,989,235**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Santa Fe, City Of

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item:
540.5400491.490550

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **N/A**

Contractor: **Federal Transit Administration**

Description: **Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of $4,989,235 for Transit Operating Expenses;**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **On Execution** Term End Date: **Once Expended**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **N/A**

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **Federal Transit Administration** **Org / Object:** **540.5400491.490550**

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Keith Wilson** Phone # **505-955-2223**

Email: **kpwilson@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

RE: DESIGNATION OF SIGNATURE AUTHORITY FOR FTA ASSISTANCE AWARDS

The *City of Santa Fe* hereby designates ***Regina Wheeler, Public Works Director*** as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR — DATE 7/6/2018

GENO ZAMORA, CITY ATTORNEY — DATE 7/10/18

WILSON, KEITH P.

From: Harris, David C, NMDOT <DavidC.Harris@state.nm.us>
Sent: Thursday, April 23, 2020 4:37 PM
To: WILSON, KEITH P.
Subject: Use of CARES Act funds and other measures under FTA's Emergency Relief
Attachments: 2020-04-23 PAD and Graves Ltr to Transit Agencies.pdf; FTA 5307 suballocation letter FY20 CARES Act 042020 SF.pdf

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

Hi Mr. Wilson,

The New Mexico DOT, as administrator of the Governor's apportionment under Federal Transit Administration (FTA) Section 5307 small urban, approved and allocated to the City of Santa Fe (Santa Fe Trails) $4,989,235 in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. These funds which are approximately three times your annual allocation were provided to your transit system at a 100-percent federal share, with no local match required, and are available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19. See attached letter from my staff at New Mexico DOT.

Operating expenses incurred beginning on January 20, 2020, are also eligible, including operating expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

It is the New Mexico DOT's express intent that these 100% funds are utilized in a way that keeps your transit system intact and temporarily replaces local revenue to reduce revenue loss, so when the public emergency starts to recede, Santa Fe Trails is well-positioned to assume its robust service that supports it community and Santa Fe's economy.

FTA has also established other tools to keep transit systems at the ready to lessen the impact of revenue loss and expedite a proactive response:

- FTA has waived the remaining local share requirement for previously appropriated Urbanized Area Formula Grants (49 U.S.C. 5307) for COVID-19-related expenses. This includes many different types of services normally not eligible, such as incidental use (meal delivery), charter service, purchase of personal protective equipment, as well as administrative leave for transit personnel. This 100 percent federal share applies to all FY 2020 and prior year funds under these formula programs and is available for operating expenses or capital projects. This authority is only available for COVID-19-related expenses. *See FTA's Responses to FAQs ER16 – ER20.*
- Existing federal procurement standards established in 2 CFR part 220.317-326 permit the use of a noncompetitive (sole source) procurement when the circumstances of an emergency (or public exigency) would not permit a delay resulting from competitive solicitation.

Link to FTA COVID-19 resource page and FAQs and highlights:

https://www.transit.dot.gov/coronavirus
https://www.transit.dot.gov/frequently-asked-questions-fta-grantees-regarding-coronavirus-disease-2019-covid-19

Lastly, the bipartisan leadership of the Committee on Transportation and Infrastructure of the U.S. House of Representatives, Chairman Peter DeFazio and Ranking Member Sam Graves, has distributed the attached letter regarding use of public transportation funding provided under the CARES Act and the COVID-19 response.

Please let me know if you require any additional information and assistance as we continue to support New Mexico's public transit agencies.

Best,
David Harris

David C. Harris, AICP
Transit and Rail Division
New Mexico Department of Transportation
505.699.4350
davidc.harris@state.nm.us

Committee on Transportation and Infrastructure
U.S. House of Representatives
Washington, DC 20515

Peter A. DeFazio
Chairman

Sam Graves
Ranking Member

Katherine W. Dedrick, Staff Director

Paul J. Sass, Republican Staff Director

April 23, 2020

Dear Transit Agencies:

As you know, the *CARES Act* (P.L. No. 116-136) provided $25 billion for public transit agencies to prevent, prepare for and respond to the novel coronavirus (COVID-19) pandemic. The funding allows public transit agencies to reimburse operating costs and maintain service so essential workers – including frontline healthcare workers, law enforcement, first responders, and other safety personnel – can get to their jobs. As this pandemic continues to keep most Americans at home, we are ever more cognizant of the important role that grocery store workers, warehouse workers, delivery drivers, and others play in our daily lives, and we thank you for assisting them in getting to work during these challenging times.

While Congress provided you with broad flexibility in using these funds, we encourage you to protect your frontline workers' safety, wages and benefits and to not postpone your use of this money. We also believe this applies to the frontline employees of smaller public transit agencies that may not typically receive federal funds and private companies who contract with public transit agencies to provide public transit service. We note that state Departments of Transportation (DOTs) and designated recipients have the flexibility to use *CARES Act* funding or state and local funds to protect transit workers at all transit systems, no matter how they traditionally operated or where their funding traditionally originated from.

In addition, the Federal Transit Administration (FTA) recently added new guidance on its COVID-19 webpage clarifying that transit agencies can amend their transit service contracts to allow these federal funds to cover pay for expenses to maintain readiness, including the pay of employees and other fixed expenses of private operators, whose operations have been reduced or eliminated.[1] We strongly encourage you to take advantage of this flexibility.

We recognize transit agencies are struggling to provide personal protective equipment (PPE) for your workers. As you know, funds from the *CARES Act* and formula grants for urbanized and rural areas are available to pay for PPEs. We believe that you should strive to adhere to FTA's recently updated safety advisory regarding safety protections for transit workers and riders and the

[1] https://www.transit.dot.gov/frequently-asked-questions-fta-grantees-regarding-coronavirus-disease-2019-covid-19

recommendations from the Centers for Disease Control and Prevention (CDC) as much as you are able. [2]

Absent your ability to meet the FTA safety advisory and CDC guidelines due to the lack of available supplies, we ask that you remain flexible with your workforce and allow those workers who are at higher risk of complications from the coronavirus to take extra precautions, which could include limiting their contact with the public. In fact, federal law provides a range of protections to the transit workforce in Section 1142 of Title 6, which Congress included in the Implementing Recommendations of the *9/11 Commission Act of 2007*.

Again, thank you for your efforts to provide critical service during this pandemic. The Committee appreciates the desire by transit agencies to follow the law and we want to make clear that the Congressional intent of this funding and the law is to ensure the safe continuation of transit services as well as protecting the transportation workforce from massive layoffs and operational disruptions. Should you have any questions or require additional information from the Committee please contact Auke Mahar-Piersma (Majority) at auke.mahar-piersma@mail.house.gov or Michael Falencki at Michael.falencki@mail.house.gov (Minority).

Sincerely,



Peter DeFazio
Chairman



Sam Graves
Ranking Member

[2] https://www.transit.dot.gov/regulations-and-programs/safety/fta-safety-advisory-20-01-recommended-actions-reduce-risk

America's Surface Transportation Act (division A of Public Law 114–94): *Provided*, That a State shall not be required to pay the National Railroad Passenger Corporation more than 80 percent of the amount paid in fiscal year 2019 under section 209 of the Passenger Rail Investment and Improvement Act of 2008 (Public Law 110–432) and that not less than $239,000,000 of the amounts made available under this heading in this Act shall be made available for use in lieu of any increase in a State's payment: *Provided further*, That amounts made available under this heading in this Act may be transferred to and merged with "Northeast Corridor Grants to the National Railroad Passenger Corporation" to prevent, prepare for, and respond to coronavirus: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

FEDERAL TRANSIT ADMINISTRATION

TRANSIT INFRASTRUCTURE GRANTS

For an additional amount for "Transit Infrastructure Grants", $25,000,000,000, to remain available until expended, to prevent, prepare for, and respond to coronavirus: *Provided*, That the Secretary of Transportation shall provide funds appropriated under this heading in this Act as if such funds were provided under section 5307 of title 49, United States Code, and section 5311 of title 49, United States Code and apportion such funds in accordance with section 5336 of such title (other than subsections (h)(1) and (h)(4)), section 5311 (other than subsection (b)(3) and (c)(1)(A)), section 5337 and section 5340 of title 49, United States Code, and apportion such funds in accordance with such sections except that funds apportioned under section 5337 shall be added to funds apportioned under 5307 for administration under 5307: *Provided further*, That the Secretary shall allocate the amounts provided in the preceding proviso under sections 5307, 5311, 5337, and 5340 of title 49, United States Code, among such sections in the same ratio as funds were provided in the fiscal year 2020 appropriations: *Provided further*, That funds apportioned under this heading in this Act shall be apportioned not later than 7 days after the date of enactment of this Act: *Provided further*, That funds shall be apportioned using the fiscal year 2020 apportionment formulas: *Provided further*, That not more than three-quarters of 1 percent, but not to exceed $75,000,000, of the funds for transit infrastructure grants provided under this heading in this Act shall be available for administrative expenses and ongoing program management oversight as authorized under sections 5334 and 5338(f)(2) of title 49, United States Code, and shall be in addition to any other appropriations for such purpose: *Provided further*, That notwithstanding subsection (a)(1) or (b) of section 5307 of title 49, United States Code, funds provided under this heading are available for the operating expenses of transit agencies related to the response to a coronavirus public health emergency as described in section 319 of the Public Health Service Act, including, beginning on January 20, 2020, reimbursement for operating costs to maintain service and lost revenue due to the coronavirus public health emergency, including the purchase of personal protective equipment, and paying the administrative leave of operations personnel due

to reductions in service: *Provided further*, That such operating expenses are not required to be included in a transportation improvement program, long-range transportation, statewide transportation plan, or a statewide transportation improvement program: *Provided further*, That the Secretary shall not waive the requirements of section 5333 of title 49, United States Code, for funds appropriated under this heading in this Act or for funds previously made available under section 5307 of title 49, United States Code, or sections 5311, 5337, or 5340 of such title as a result of the coronavirus: *Provided further*, That unless otherwise specified, applicable requirements under chapter 53 of title 49, United States Code, shall apply to funding made available under this heading in this Act, except that the Federal share of the costs for which any grant is made under this heading in this Act shall be, at the option of the recipient, up to 100 percent: *Provided further*, That the amount made available under this heading in this Act shall be derived from the general fund and shall not be subject to any limitation on obligations for transit programs set forth in any Act: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

MARITIME ADMINISTRATION

OPERATIONS AND TRAINING

For an additional amount for "Operations and Training", $3,134,000, to remain available until September 30, 2021, to prevent, prepare for, and respond to coronavirus: *Provided*, That of the amounts made available under this heading in this Act, $1,000,000 shall be for the operations of the United States Merchant Marine Academy: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

STATE MARITIME ACADEMY OPERATIONS

For an additional amount for "State Maritime Academy Operations", $1,000,000, to remain available until September 30, 2021, to prevent, prepare for, and respond to coronavirus: *Provided*, That amounts made available under this heading in this Act shall be for direct payments for State Maritime Academies: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

OFFICE OF INSPECTOR GENERAL

SALARIES AND EXPENSES

For an additional amount for "Office of Inspector General", $5,000,000, to remain available until expended, to prevent, prepare for, and respond to coronavirus: *Provided*, That the funding made available under this heading in this Act shall be used for conducting audits and investigations of projects and activities carried out with

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Transit/Fund 540	6/4/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
REVENUES				*{enter as negative #}*	*{enter as positive #}*
U.S. Dept of Transportation	5400491	490550		4,989,235	
				$ 4,989,235	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Increase budget to match grant award.
Funds will be used to offset loss in Revenues due to COVID Emergency. Remaining balance at end of fiscal year will be carried forward.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
540	4,989,235
TOTAL:	**4,989,235**

{Use this form for Finance Committee/ City Council agenda items ONLY}

Keith Wilson 6/4/2020
Prepared By *{print name}* Date

Keith P. Wilson 06/04/2020
Division Director Signature *{optional}* Date

John Romero 06-08-20
Department Director Signature Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe, New Mexico

memo

DATE: June 4, 2020

TO: Public Works Committee
Finance Committee
Governing Body

THRU: John Romero
John Romero, Acting Public Works Department Director

FROM: Keith Wilson, Transit Division Director of Administration and Grants
(kpwilson@santafenm.gov; 505-955-2223)
Thomas Martinez, Transit Division Director of Operations and Maintenance
(tamartinez@santafenm.gov; 505-955-2006)

SUBJECT: **Request for the Approval to Execute a Grant Agreement for the Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of $4,989,235 for Transit Operating Expenses; Federal Transit Administration.**

a) **Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $4,989,235.**

ITEM

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. The CARES Act allocated $25 billion in federal funding to help the nation's public transportation systems respond to the COVID-19 outbreak. The Act provides the funding at 100% federal share, requiring no local match. These funds can be used to support capital, operating, and other eligible expenses under the Section 5307 funding program incurred since January 20, 2020 in response to economic or other conditions caused by COVID-19. Note, administrative leave for transit personnel incurred is an eligible expense.

Distribution of the CARES ACT funding is administered by the New Mexico Department of Transportation (NMDOT) and the City of Santa Fe Transit Division has been allocated $4,989,235. To provide some level of scale, this allocation is almost 3 times our typical annual appropriation of Section 5307 formula funding and is in addition to that annual. From an attached email from David Harris, NMDOT Transit and Rail Division Director, *"It is the New Mexico DOT's express intent that these 100% funds are utilized in a way that keeps your transit system intact and temporarily replaces local revenue to reduce revenue loss, so when the public emergency starts to recede, Santa Fe Trails is well-positioned to assume its robust service that supports it community and Santa Fe's economy."*

[1] Finance Committee CR
CR

Also attached is a letter from the Chair and Ranking Member of the House of Representatives Committee on Transportation and Infrastructure in which they said: *"The funding allows public transit agencies to reimburse operating costs and maintain service so essential workers – including frontline healthcare workers, law enforcement, first responders, and other safety personnel – can get to their jobs. As this pandemic continues to keep most Americans at home, we are ever more cognizant of the important role that grocery store workers, warehouse workers, delivery drivers, and others play in our daily lives, and we thank you for assisting them in getting to work during these challenging times."*

Throughout this crisis the Transit Division has worked hard to maintain the safety of our employees and the travelling public, while continuing to provide transit services seven days a week to meet the needs of essential employees and those needing to make essential trips. Our employees, without exception, have recognized the importance of the services they provide, and provided these services in a safe and professional manner.

With Councils approval, the Public Works Department Director, as the designated CEO for these matters, will execute the Grant Agreement.

BUDGET

The Transit Division has identified that the majority of its expenses (between $600,000 and $700,000 per month) are eligible for reimbursement through this grant, including all salaries and benefits that have been incurred since January 20, 2020. The intent of the use of this grant is to offset the loss of revenues budgeted for the Division and cover additional operating costs incurred due to the COVID-19 crisis. A Budget Adjustment in the amount of $4,989,235 to Fund/Business Unit/Line Item: 540.5400491.490550 accompanies this request. Funding not reimbursed for expenses incurred in this budget year will be carried forward for use in the next budget year.

ACTION REQUESTED

Request for the Approval to complete a Grant Application, and to Execute a Grant Agreement for the Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of $4,989,235 for Transit Operating Expenses; Federal Transit Administration.

a) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $4,989,235.

Attachments:
New Mexico Department of Transportation CARES Act Suballocation Letter
Grant Agreement: NM-2020-011-00
Summary of Contracts
Designation of Signature Authority for FTA Assistance Awards
David Harris, NMDOT Transit and Rail Division Director Email
Chair and Ranking Member of the House of Representatives Committee on Transportation and Infrastructure Letter
CARES Act Legislation (Transit Funding Section)
Budget Adjustment Resolution

New Mexico DEPARTMENT OF TRANSPORTATION

April 8, 2020

Regina Wheeler
City of Santa Fe
Public Works
500 Market Station, Suite 200
Santa Fe, NM 87501

RE: Federal Transit Administration (FTA) Small Urbanized Section 5307 CARES ACT Suballocation Letter FULL YEAR FY 2020

Dear Ms. Wheeler,

As identified in this Suballocation Letter, New Mexico Department of Transportation (NMDOT) as the Designated Recipient, authorizes the allocation of Section 5307 CARES ACT funding to City of Santa Fe as the Direct Recipient. The undersigned agree to the Suballocation Letter and the amounts allocated to the Direct Recipient.

The Direct Recipient is responsible for its application to the FTA to receive CARES ACT Section 5307 small urbanized funds and assumes the responsibilities associated with any award for these funds. The timeline for direct recipients to apply for awarded funds through TrAMS is current award year plus five years. The recipient is responsible for entering the period of performance end date when applying for the grant.

Full Year FY 2020 $4,989,235

Designated Recipient

Kevin E Olinger Digitally signed by Kevin E Olinger Date: 2020.04.08 16:44:36 -06'00'

Date: 4/8/2020

Kevin Olinger
NMDOT Transit Manager

Grant Recipient

John Romero Digitally signed by John Romero Date: 2020.04.14 11:10:38 -06'00'

Date: 04-14-20

Signature

John Romero

Print Name

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma Espinoza Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

DOT FTA

U.S. Department of Transportation | Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	NM-2020-011-00
Temporary Application Number	2066-2020-1
Application Name	Santa Fe FY2020 Section 5307 CARES Act Operating
Application Status	Final Concurrence / Reservation
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	6/30/2021
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: Santa Fe, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2066	City	CITY OF SANTA FE	069420818

Location Type	Address	City	State	Zip
Headquarters	200 LINCOLN AVE	SANTA FE	NM	875041904
Physical Address	200 LINCOLN AVE	SANTA FE	NM	87504
Mailing Address	200 LINCOLN AVE	SANTA FE	NM	87504

Union Information

Union Name	AMERICAN FEDERATION OF STATE, MUNICIPAL AND COUNTY EMPLOYEES
Address 1	P.O. Box 10110
Address 2	
City	Santa Fe
State	NM
Zipcode	87504
Contact Name	Michelle Gutierrez
Telephone	(505) 819-1002

Fax	
E-mail	afscme3999@gmail.com
Website	

Part 2: Application Information

Application Point of Contact Information

Title: Santa Fe FY2020 Section 5307 CARES Act Operating

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
NM-2020-011-00	Final Concurrence / Reservation	Grant	5/19/2020	5/19/2020	No

Application Executive Summary
This grant application represents the Section 5307 CARES Act appropriation of $4,989,235 at 100% federal share to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe from January 20, 2020 until fully expended.
(Note: the Santa Fe UZA was apportioned $5,315,047. Through the Santa Fe MPO, $4,989,235 was allocated to the City of Santa Fe and $325,812 was allocated to the North Central Regional Transit District.)
The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.
Per the CARES Act, the project(s) in this application is not required to be programmed in the Long-Range Transportation Plan or Statewide Transportation Improvement Program.

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

First Name	Last Name	Title	E-mail Address	Phone
Keith	Wilson	Transit Division	kpwilson@santafenm.gov	505-955-2223
Daniel	Peschell	Transportation Program Specialist	daniel.peschell@dot.gov	817-978-0563
David	Bartels	General Engineer	david.bartels@dot.gov	817-978-0572

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$4,989,235
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,989,235**

Application Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-011-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$4,989,235.00	$0.00	$4,989,235.00	0
NM-2020-011-01-00	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	$4,989,235.00	$0.00	$4,989,235.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: FY2020 Section 5307 CARES Act Funding

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2020-011-01-00	2066-2020-1-P1	5/21/2020	1/20/2020	12/31/2020

Project Description
For the operating expenses of City of Santa Fe Transit Division related to the response to a coronavirus public health emergency as described in section 319 of the Public Health Service Act, including, beginning on January 20, 2020, reimbursement for operating costs to maintain service due to the coronavirus public health emergency, including the purchase of personal protective equipment, and paying the administrative leave of operations personnel due to reductions in service.

Project Benefits
Supports the operations of the City of Santa Fe Transit and Paratransit Operations during the Coronavirus Public Health Emergency

Additional Information
100 percent federal share for all projects funded by CARES Act

Location Description
The City of Santa Fe Transit Division provides Fixed Route and Paratransit service within the Santa Fe UZA.

Security
No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353790	Santa Fe, NM

Congressional District Information

State	District	Representative
New Mexico	3	Ben R Lujan

Program Plan Information

STIP/TIP
Date: Not Provided
Description: Not Required for the CARES ACT Funding

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$4,989,235
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,989,235**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-011-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$4,989,235.00	$0.00	$4,989,235.00	0
NM-2020-011-01-00	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	$4,989,235.00	$0.00	$4,989,235.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	0

Extended Budget Description

To Support the operating costs of the City of Santa Fe Transit and Paratransit Operations starting on January 20, 2020 until funds have been fully expended.
Funds will be used to reimburse:
Salaries and Benefits
Utilities
Communications
Fuel, Fluids and Tires
Repair and Maintenance Supplies and Services
Operating Supplies
Cleaning and Disinfectant Supplies
Personal Protective Equipment
Operational Software Support

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$4,989,235
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,989,235**

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Date when Operating Expenditures can be expended from.
End Date	12/31/2020	Date all funds will have been disbursed and the grant will be closed out.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date

Class IIc CE Approved	5/21/2020

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Comments for DOL

Comment By	Daniel Peschell
Comment Type	DOL Review for Certification
Date	5/28/2020
Comment	Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact information is: Keith Wilson 505-955-2223 kpwilson@santafenm.gov UNION INFO: American Federation of State, Municipal and County Employees PO Box 10110 Santa Fe, NM 87504 Michelle Gutierrez 505-819-1002 afscme3999@gmail.com Person to notify at FTA: Daniel Peschell, Trans Program Specialist 819 Taylor Street, Room 14A02 Fort Worth, Texas 76102 Phone: (817) 978-0563

Application Review Comments

Comment By	Daniel Peschell
Comment Type	FTA Post Review Comments for Grantee
Date	5/22/2020
Comment	Please revise per my 5/22/20 email. Daniel Peschell Transportation Program Specialist 817-978-0563

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM FTA AWARD OR AWARD IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, AWARD ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

DUNS No: 069420818

Application Information

Federal Award Identification Number: NM-2020-011-00

Application Name: Santa Fe FY2020 Section 5307 CARES Act Operating

Application Start Date: N/A

Original Award End Date: 6/30/2021

Current Award End Date: N/A

Application Executive Summary: This grant application represents the Section 5307 CARES Act appropriation of $4,989,235 at 100% federal share to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe from January 20, 2020 until fully expended.
(Note: the Santa Fe UZA was apportioned $5,315,047. Through the Santa Fe MPO, $4,989,235 was allocated to the City of Santa Fe and $325,812 was allocated to the North Central Regional Transit District.)
The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.
Per the CARES Act, the project(s) in this application is not required to be programmed in the Long-Range Transportation Plan or Statewide Transportation Improvement Program.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and rec eive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: $4,989,235.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $4,989,235.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $4,989,235.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$4,989,235
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,989,235**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Santa Fe, City Of

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2020 09:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item:
540.5400491.490550 AL
AL

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: **Federal Transit Administration**

Description: **Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of $4,989,235 for Transit Operating Expenses;**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **On Execution** Term End Date: **Once Expended**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** N/A

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** Federal Transit Administration **Org / Object:** 540.5400491.490550

Alexis Lotero

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Keith Wilson Phone # 505-955-2223

Email: kpwilson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

RE: DESIGNATION OF SIGNATURE AUTHORITY FOR FTA ASSISTANCE AWARDS

The *City of Santa Fe* hereby designates ***Regina Wheeler, Public Works Director*** as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR — DATE 7/10/2018

GENO ZAMORA, CITY ATTORNEY — DATE 7/10/18

WILSON, KEITH P.

From:	Harris, David C, NMDOT <DavidC.Harris@state.nm.us>
Sent:	Thursday, April 23, 2020 4:37 PM
To:	WILSON, KEITH P.
Subject:	Use of CARES Act funds and other measures under FTA's Emergency Relief
Attachments:	2020-04-23 PAD and Graves Ltr to Transit Agencies.pdf; FTA 5307 suballocation letter FY20 CARES Act 042020 SF.pdf

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

Hi Mr. Wilson,

The New Mexico DOT, as administrator of the Governor's apportionment under Federal Transit Administration (FTA) Section 5307 small urban, approved and allocated to the City of Santa Fe (Santa Fe Trails) $4,989,235 in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. These funds which are approximately three times your annual allocation were provided to your transit system at a 100-percent federal share, with no local match required, and are available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19. See attached letter from my staff at New Mexico DOT.

Operating expenses incurred beginning on January 20, 2020, are also eligible, including operating expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

It is the New Mexico DOT's express intent that these 100% funds are utilized in a way that keeps your transit system intact and temporarily replaces local revenue to reduce revenue loss, so when the public emergency starts to recede, Santa Fe Trails is well-positioned to assume its robust service that supports it community and Santa Fe's economy.

FTA has also established other tools to keep transit systems at the ready to lessen the impact of revenue loss and expedite a proactive response:

- FTA has waived the remaining local share requirement for previously appropriated Urbanized Area Formula Grants (49 U.S.C. 5307) for COVID-19-related expenses. This includes many different types of services normally not eligible, such as incidental use (meal delivery), charter service, purchase of personal protective equipment, as well as administrative leave for transit personnel. This 100 percent federal share applies to all FY 2020 and prior year funds under these formula programs and is available for operating expenses or capital projects. This authority is only available for COVID-19-related expenses. *See FTA's Responses to FAQs ER16 – ER20.*
- Existing federal procurement standards established in 2 CFR part 220.317-326 permit the use of a noncompetitive (sole source) procurement when the circumstances of an emergency (or public exigency) would not permit a delay resulting from competitive solicitation.

Link to FTA COVID-19 resource page and FAQs and highlights:

https://www.transit.dot.gov/coronavirus
https://www.transit.dot.gov/frequently-asked-questions-fta-grantees-regarding-coronavirus-disease-2019-covid-19

Lastly, the bipartisan leadership of the Committee on Transportation and Infrastructure of the U.S. House of Representatives, Chairman Peter DeFazio and Ranking Member Sam Graves, has distributed the attached letter regarding use of public transportation funding provided under the CARES Act and the COVID-19 response.

Please let me know if you require any additional information and assistance as we continue to support New Mexico's public transit agencies.

Best,
David Harris

David C. Harris, AICP
Transit and Rail Division
New Mexico Department of Transportation
505.699.4350
davidc.harris@state.nm.us

Committee on Transportation and Infrastructure
U.S. House of Representatives
Washington, DC 20515

Peter A. DeFazio
Chairman

Katherine W. Dedrick, Staff Director

Sam Graves
Ranking Member

Paul J. Sass, Republican Staff Director

April 23, 2020

Dear Transit Agencies:

As you know, the *CARES Act* (P.L. No. 116-136) provided $25 billion for public transit agencies to prevent, prepare for and respond to the novel coronavirus (COVID-19) pandemic. The funding allows public transit agencies to reimburse operating costs and maintain service so essential workers – including frontline healthcare workers, law enforcement, first responders, and other safety personnel – can get to their jobs. As this pandemic continues to keep most Americans at home, we are ever more cognizant of the important role that grocery store workers, warehouse workers, delivery drivers, and others play in our daily lives, and we thank you for assisting them in getting to work during these challenging times.

While Congress provided you with broad flexibility in using these funds, we encourage you to protect your frontline workers' safety, wages and benefits and to not postpone your use of this money. We also believe this applies to the frontline employees of smaller public transit agencies that may not typically receive federal funds and private companies who contract with public transit agencies to provide public transit service. We note that state Departments of Transportation (DOTs) and designated recipients have the flexibility to use *CARES Act* funding or state and local funds to protect transit workers at all transit systems, no matter how they traditionally operated or where their funding traditionally originated from.

In addition, the Federal Transit Administration (FTA) recently added new guidance on its COVID-19 webpage clarifying that transit agencies can amend their transit service contracts to allow these federal funds to cover pay for expenses to maintain readiness, including the pay of employees and other fixed expenses of private operators, whose operations have been reduced or eliminated.[1] We strongly encourage you to take advantage of this flexibility.

We recognize transit agencies are struggling to provide personal protective equipment (PPE) for your workers. As you know, funds from the *CARES Act* and formula grants for urbanized and rural areas are available to pay for PPEs. We believe that you should strive to adhere to FTA's recently updated safety advisory regarding safety protections for transit workers and riders and the

[1] https://www.transit.dot.gov/frequently-asked-questions-fta-grantees-regarding-coronavirus-disease-2019-covid-19

recommendations from the Centers for Disease Control and Prevention (CDC) as much as you are able.[2]

Absent your ability to meet the FTA safety advisory and CDC guidelines due to the lack of available supplies, we ask that you remain flexible with your workforce and allow those workers who are at higher risk of complications from the coronavirus to take extra precautions, which could include limiting their contact with the public. In fact, federal law provides a range of protections to the transit workforce in Section 1142 of Title 6, which Congress included in the Implementing Recommendations of the *9/11 Commission Act of 2007*.

Again, thank you for your efforts to provide critical service during this pandemic. The Committee appreciates the desire by transit agencies to follow the law and we want to make clear that the Congressional intent of this funding and the law is to ensure the safe continuation of transit services as well as protecting the transportation workforce from massive layoffs and operational disruptions. Should you have any questions or require additional information from the Committee please contact Auke Mahar-Piersma (Majority) at auke.mahar-piersma@mail.house.gov or Michael Falencki at Michael.falencki@mail.house.gov (Minority).

Sincerely,



Peter DeFazio
Chairman



Sam Graves
Ranking Member

[2] https://www.transit.dot.gov/regulations-and-programs/safety/fta-safety-advisory-20-01-recommended-actions-reduce-risk

America's Surface Transportation Act (division A of Public Law 114–94): *Provided*, That a State shall not be required to pay the National Railroad Passenger Corporation more than 80 percent of the amount paid in fiscal year 2019 under section 209 of the Passenger Rail Investment and Improvement Act of 2008 (Public Law 110–432) and that not less than $239,000,000 of the amounts made available under this heading in this Act shall be made available for use in lieu of any increase in a State's payment: *Provided further*, That amounts made available under this heading in this Act may be transferred to and merged with "Northeast Corridor Grants to the National Railroad Passenger Corporation" to prevent, prepare for, and respond to coronavirus: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

FEDERAL TRANSIT ADMINISTRATION

TRANSIT INFRASTRUCTURE GRANTS

For an additional amount for "Transit Infrastructure Grants", $25,000,000,000, to remain available until expended, to prevent, prepare for, and respond to coronavirus: *Provided*, That the Secretary of Transportation shall provide funds appropriated under this heading in this Act as if such funds were provided under section 5307 of title 49, United States Code, and section 5311 of title 49, United States Code and apportion such funds in accordance with section 5336 of such title (other than subsections (h)(1) and (h)(4)), section 5311 (other than subsection (b)(3) and (c)(1)(A)), section 5337 and section 5340 of title 49, United States Code, and apportion such funds in accordance with such sections except that funds apportioned under section 5337 shall be added to funds apportioned under 5307 for administration under 5307: *Provided further*, That the Secretary shall allocate the amounts provided in the preceding proviso under sections 5307, 5311, 5337, and 5340 of title 49, United States Code, among such sections in the same ratio as funds were provided in the fiscal year 2020 appropriations: *Provided further*, That funds apportioned under this heading in this Act shall be apportioned not later than 7 days after the date of enactment of this Act: *Provided further*, That funds shall be apportioned using the fiscal year 2020 apportionment formulas: *Provided further*, That not more than three-quarters of 1 percent, but not to exceed $75,000,000, of the funds for transit infrastructure grants provided under this heading in this Act shall be available for administrative expenses and ongoing program management oversight as authorized under sections 5334 and 5338(f)(2) of title 49, United States Code, and shall be in addition to any other appropriations for such purpose: *Provided further*, That notwithstanding subsection (a)(1) or (b) of section 5307 of title 49, United States Code, funds provided under this heading are available for the operating expenses of transit agencies related to the response to a coronavirus public health emergency as described in section 319 of the Public Health Service Act, including, beginning on January 20, 2020, reimbursement for operating costs to maintain service and lost revenue due to the coronavirus public health emergency, including the purchase of personal protective equipment, and paying the administrative leave of operations personnel due

to reductions in service: *Provided further*, That such operating expenses are not required to be included in a transportation improvement program, long-range transportation, statewide transportation plan, or a statewide transportation improvement program: *Provided further*, That the Secretary shall not waive the requirements of section 5333 of title 49, United States Code, for funds appropriated under this heading in this Act or for funds previously made available under section 5307 of title 49, United States Code, or sections 5311, 5337, or 5340 of such title as a result of the coronavirus: *Provided further*, That unless otherwise specified, applicable requirements under chapter 53 of title 49, United States Code, shall apply to funding made available under this heading in this Act, except that the Federal share of the costs for which any grant is made under this heading in this Act shall be, at the option of the recipient, up to 100 percent: *Provided further*, That the amount made available under this heading in this Act shall be derived from the general fund and shall not be subject to any limitation on obligations for transit programs set forth in any Act: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

MARITIME ADMINISTRATION

OPERATIONS AND TRAINING

For an additional amount for "Operations and Training", $3,134,000, to remain available until September 30, 2021, to prevent, prepare for, and respond to coronavirus: *Provided*, That of the amounts made available under this heading in this Act, $1,000,000 shall be for the operations of the United States Merchant Marine Academy: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

STATE MARITIME ACADEMY OPERATIONS

For an additional amount for "State Maritime Academy Operations", $1,000,000, to remain available until September 30, 2021, to prevent, prepare for, and respond to coronavirus: *Provided*, That amounts made available under this heading in this Act shall be for direct payments for State Maritime Academies: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

OFFICE OF INSPECTOR GENERAL

SALARIES AND EXPENSES

For an additional amount for "Office of Inspector General", $5,000,000, to remain available until expended, to prevent, prepare for, and respond to coronavirus: *Provided*, That the funding made available under this heading in this Act shall be used for conducting audits and investigations of projects and activities carried out with

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Transit/Fund 540	6/4/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
REVENUES				*{enter as negative #}*	*{enter as positive #}*
U.S. Dept of Transportation	5400491	490550		4,989,235	
JUSTIFICATION: *(use additional page if needed)* *–Attach supporting documentation/memo*				$ 4,989,235	$ -

Increase budget to match grant award.
Funds will be used to offset loss in Revenues due to COVID Emergency. Remaining balance at end of fiscal year will be carried forward.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
540	4,989,235
TOTAL:	4,989,235

Keith Wilson — 6/4/2020
Prepared By *{print name}* — Date

Keith P. Wilson — 06/04/2020
Division Director Signature *{optional}* — Date

John Romero — 07/30/2020
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero — 7/30/20
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Section 5307 CARES ACt Council Memo 06-04-2020 For Signature

Final Audit Report 2020-06-08

Created:	2020-06-08
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9AAI9TGoiZV90HWKkIKxjzI2ZtNJEQi5

"Section 5307 CARES ACt Council Memo 06-04-2020 For Signature" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-08 - 2:45:47 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-08 - 2:46:11 PM GMT

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2020-06-08 - 3:07:02 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-08 - 3:07:14 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-08 - 3:07:14 PM GMT

Adobe Sign

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: N/A Grant

Procurement Title: Grant – Section 5307 CARES

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *N/A Grant*

Exempt ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☒

Department Requesting PW/Transit Staff Name Thomas Martinez & David Chapman

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	
☐	☒	Approved Procurement Checklist (by Purchasing)
☐	☒	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other:

Thomas Martinez, Transit Division Director or David Chapman, Technical & Grant Writer 07/09/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jul 9, 2020 08:14 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*

Signature: Carolynn Roibal
Carolynn Roibal (Jul 30, 2020 09:11 MDT)

Email: clroibal@santafenm.gov

TRANSIT CARES 5307 7102020

Final Audit Report 2020-07-30

Created:	2020-07-11
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOJkc9xvLG43UWiHSd4U2mCDMENGUDXJC

"TRANSIT CARES 5307 7102020" History

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2020-07-11 - 0:53:51 AM GMT- IP address: 63.232.20.2

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2020-07-11 - 1:00:06 AM GMT

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2020-07-11 - 1:30:56 AM GMT- IP address: 23.103.200.254

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-07-30 - 2:18:47 AM GMT- IP address: 23.103.201.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-07-30 - 2:20:51 AM GMT - Time Source: server- IP address: 63.232.20.2

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2020-07-30 - 2:20:53 AM GMT

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2020-07-30 - 2:26:26 PM GMT- IP address: 23.103.201.254

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Signature Date: 2020-07-30 - 3:11:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Carolynn Roibal (clroibal@santafenm.gov), Fran Dunaway (fadunaway@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), ekpisula@santafenm.gov, and 1 more

2020-07-30 - 3:11:25 PM GMT

Powered by Adobe Sign

Signature: Emily Pisula
Emily Pisula (Jul 30, 2020 13:24 EDT)

Email: ekpisula@santafenm.gov

Signature: Carolynn Roibal
Carolynn Roibal (Jul 30, 2020 11:25 MDT)

Email: clroibal@santafenm.gov

Signature: Andy Hopkins
Andy Hopkins (Jul 30, 2020 11:30 MDT)

Email: ajhopkins@santafenm.gov

Transit CARES

Final Audit Report 2020-07-30

Created:	2020-07-30
By:	Alexis Lotero (aclotero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcm_OlWpPP7Di_Rui4Qt017JkIhz1jU9n

"Transit CARES" History

Document created by Alexis Lotero (aclotero@ci.santa-fe.nm.us)
2020-07-30 - 4:04:11 PM GMT- IP address: 63.232.20.2

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2020-07-30 - 4:04:15 PM GMT

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2020-07-30 - 5:23:35 PM GMT- IP address: 23.103.200.254

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Signature Date: 2020-07-30 - 5:24:06 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-07-30 - 5:24:08 PM GMT

Email viewed by Carolynn Roibal (clroibal@santafenm.gov)
2020-07-30 - 5:24:30 PM GMT- IP address: 23.103.200.254

Document e-signed by Carolynn Roibal (clroibal@santafenm.gov)
Signature Date: 2020-07-30 - 5:25:27 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-07-30 - 5:25:28 PM GMT

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2020-07-30 - 5:27:46 PM GMT- IP address: 174.28.53.95

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2020-07-30 - 5:30:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Carolynn Roibal (clroibal@santafenm.gov), Emily Pisula (ekpisula@santafenm.gov), Andy Hopkins (ajhopkins@santafenm.gov), and Alexis Lotero (aclotero@ci.santa-fe.nm.us)
2020-07-30 - 5:30:47 PM GMT

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/22/2020

ISSUE NO. 7A

Request for the Approval to Execute a Grant Agreement for the Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of $4,989,235 for Transit Operating Expenses; Federal Transit Administration.

- Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $4,989,235

(Keith Wilson, Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223)

COMMITTEE REVIEW

Finance Committee (Scheduled)	07/20/2020
Governing Body (Scheduled)	07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 7/20/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe,New Mexico

memo

DATE: June 4, 2020

TO: Public Works Committee
Finance Committee
Governing Body

THRU: John Romero
John Romero, Acting Public Works Department Director

FROM: Keith Wilson, Transit Division Director of Administration and Grants
(kpwilson@santafenm.gov; 505-955-2223)
Thomas Martinez, Transit Division Director of Operations and Maintenance
(tamartinez@santafenm.gov; 505-955-2006)

SUBJECT: **Request for the Approval to complete a Grant Application, and to Execute a Grant Agreement for the FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of $1,750,904 for Transit Operating Expenses; Federal Transit Administration.**

ITEM

Every year the City of Santa Fe receives an allocation of Section 5307 Urbanized Area Funding from the Federal Transit Administration (FTA) through the New Mexico Department of Transportation. These funds are distributed by a formula that includes population, population density and levels of service provided within the Urbanized Area. For Federal Fiscal Year 2020, the amount of $1,750,904 was allocated to the City of Santa Fe.

The Section 5307 funds support the ongoing fixed route and paratransit operations for the City of Santa Fe, and are matched at 50 percent with the gross receipts tax dedicated to transit (Ord. 2016-5) and will be approved as part of the FY2021 Budget process.

With Councils approval, the Public Works Department Director, as the designated CEO for these matters, will execute the Grant Agreement.

BUDGET

During the Fy2021 Budget approval, this source of funding in the amount of $1,750,00 will be budgeted in Fund/Business Unit/Line Item: 540.5400491.490550 (US Dept. of Transportation) and the matching funds were budgeted in Fund/Business Unit/Line Item: 540.5400491.650216.

ACTION REQUESTED

Request for the Approval to Execute a Grant Agreement for the FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of $1,750,904 for Transit Operating Expenses; Federal Transit Administration.

Attachments:
New Mexico Department of Transportation FY2020 Section 5307 Suballocation Letter
Grant Agreement: NM-2020-012-00
Summary of Contracts
Designation of Signature Authority for FTA Assistance Awards

NEW MEXICO DEPARTMENT OF TRANSPORTATION

April 8, 2020

Regina Wheeler
City of Santa Fe
Public Works
500 Market Station, Suite 200
Santa Fe, NM 87501

RE: Federal Transit Administration (FTA) Small Urbanized Section 5307 Suballocation Letter FULL YEAR FY 2020

Dear Ms. Wheeler,

As identified in this Suballocation Letter, New Mexico Department of Transportation (NMDOT) as the Designated Recipient, authorizes the allocation of Section 5307 to City of Santa Fe as the Direct Recipient. The undersigned agree to the Suballocation Letter and the amounts allocated to the Direct Recipient.

The Direct Recipient is responsible for its application to the FTA to receive Section 5307 small urbanized funds and assumes the responsibilities associated with any award for these funds. The timeline for direct recipients to apply for awarded funds through TrAMS is current award year plus five years. The recipient is responsible for entering the period of performance end date when applying for the grant.

Full Year FY 2020 $1,750,904

Designated Recipient

Kevin E Olinger Digitally signed by Kevin E Olinger Date: 2020.04.08 16:34:39 -06'00'

Date: 4/8/2020

Kevin Olinger
NMDOT Transit Manager

Grant Recipient

John Romero Digitally signed by John Romero Date: 2020.04.14 12:01:08 -06'00'

Date: 4/14/2020

Signature

John Romero

Print Name
City of Santa Fe

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma Espinoza Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	NM-2020-012-00
Temporary Application Number	2066-2020-3
Application Name	Santa Fe FY2020 Section 5307 Main Operating Grant
Application Status	Final Concurrence / Reservation
Application Budget Number	0

Period of Performance Start Date	N/A	
Original Period of Performance End Date	12/31/2021	
Current Period of Performance End Date	N/A	Revision #: N/A

Part 1: Recipient Information

Name: Santa Fe, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2066	City	CITY OF SANTA FE	069420818

Location Type	Address	City	State	Zip
Headquarters	200 LINCOLN AVE	SANTA FE	NM	875041904
Physical Address	200 LINCOLN AVE	SANTA FE	NM	87504
Mailing Address	200 LINCOLN AVE	SANTA FE	NM	87504

Union Information

Union Name	AMERICAN FEDERATION OF STATE, MUNICIPAL AND COUNTY EMPLOYEES
Address 1	P.O. Box 10110
Address 2	
City	Santa Fe
State	NM
Zipcode	87504
Contact Name	Michelle Gutierrez
Telephone	(505) 819-1002

Fax	
E-mail	afscme3999@gmail.com
Website	

Part 2: Application Information

Application Point of Contact Information

Title: Santa Fe FY2020 Section 5307 Main Operating Grant

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
NM-2020-012-00	Final Concurrence / Reservation	Grant	5/21/2020	5/21/2020	No

Application Executive Summary
This grant application represents the FY 2020 Small Urbanized Section 5307 Suballocation of $1,750,904 to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit.
(Note: the Santa Fe UZA was apportioned $1,881,549. Through the Santa Fe MPO, $1,750,904 was allocated to the City of Santa Fe and $130,645 was allocated to the North Central Regional Transit District.)

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

First Name	Last Name	Title	E-mail Address	Phone
Keith	Wilson	Transit Division	kpwilson@santafenm.gov	505-955-2223
Tony	Ogboli	Community Planner	tony.ogboli@dot.gov	(817) 978-0566
David	Bartels	General Engineer	david.bartels@dot.gov	817-978-0572

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,750,904
Local			$1,750,904
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,501,808**

Application Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-012-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$1,750,904.00	$1,750,904.00	$3,501,808.00	1
NM-2020-012-01-00	30.09.01	UP TO 50% FEDERAL SHARE	$1,750,904.00	$1,750,904.00	$3,501,808.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: FY2020 Section 5307 Main Operating Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2020-012-01-00	2066-2020-3-P1	5/21/2020	7/1/2020	12/31/2021

Project Description
These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe.

Project Benefits
To support the Santa Fe transit system to provide an efficient and equitable service

Additional Information
None provided.

Location Description
The City of Santa Fe Transit Division provides Fixed Route and Paratransit service within the Santa Fe UZA.

Security
No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353790	Santa Fe, NM

Congressional District Information

State	District	Representative
New Mexico	3	Ben R Lujan

Program Plan Information

STIP/TIP
Date: 5/20/2020
Description: Statewide Transportation Improvement Program Page for TS00100 which is this grant.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,750,904
Local			$1,750,904
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,501,808**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-012-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$1,750,904.00	$1,750,904.00	$3,501,808.00	1
NM-2020-012-01-00	30.09.01	UP TO 50% FEDERAL SHARE	$1,750,904.00	$1,750,904.00	$3,501,808.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description
To support the continued fixed route and ADA complementary paratransit services provided in Santa Fe. Local match will be provided by the City of Santa Fe

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,750,904
Local			$1,750,904
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,501,808**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2020	Beginning of City Fiscal Year when Operational Expenditures begin.
End Date	12/31/2021	Final Reimbursement will have been submitted and the grant will have been closed out.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/21/2020

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Comments for DOL

Comment By	Tony Ogboli
Comment Type	DOL Review for Certification
Date	6/4/2020
Comment	DOL Section 5333(b) Certification This grant application Section 5307 for operating assistance to support continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe. Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Keith P. Wilson and he can be reached at kpwilson@ci.santa-fe.nm.us or 505-955-2004. Person to notify at FTA: Tony Ogboli, (817) 978-0566), or Tony.ogboli@dot.gov

Application Review Comments

Comment By	Tony Ogboli
Comment Type	FTA Post Review Comments for Grantee
Date	5/29/2020
Comment	Executive Summary Please always identify in the executive summary narrative the actual federal source of funding thats being sought. Just stating this is FY-2020 for operating tells FTA nothing much about the grant application as every funding is identifiable from its specific federal designated source(s). Is it Section 5307, Section 5337, Section 5310 or CMAQ/STP Flexed funding? In Application Details, change the answer to Does this application include sub-allocation funds? to bullet #2. Sant Fe is sub-allocated these funds by NMDOT, who is the Designated Recipient. Selecting this bullet will prompt Santa Fe to upload a copy of the FY 18 Section 5307 small urban split letter from NMDOT.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM FTA AWARD OR AWARD IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, AWARD ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

DUNS No: 069420818

Application Information

Federal Award Identification Number: NM-2020-012-00

Application Name: Santa Fe FY2020 Section 5307 Main Operating Grant

Application Start Date: N/A

Original Award End Date: 12/31/2021

Current Award End Date: N/A

Application Executive Summary: This grant application represents the FY 2020 Small Urbanized Section 5307 Suballocation of $1,750,904 to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit.
(Note: the Santa Fe UZA was apportioned $1,881,549. Through the Santa Fe MPO, $1,750,904 was allocated to the City of Santa Fe and $130,645 was allocated to the North Central Regional Transit District.)

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: $3,501,808.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $1,750,904.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $1,750,904.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $1,750,904.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $1,750,904.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,750,904
Local			$1,750,904
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,501,808**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Santa Fe, City Of

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item:
540.5400491.490550

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **N/A**

Contractor: **Federal Transit Administration**

Description: **FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of $1,750,904 for Transit Operating Expenses;**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **On Execution** Term End Date: **Once Expended**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **N/A**

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **Federal Transit Administration** **Org / Object:** **540.5400491.490550**

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Keith Wilson** Phone # **505-955-2223**

Email: **kpwilson@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

RE: DESIGNATION OF SIGNATURE AUTHORITY FOR FTA ASSISTANCE AWARDS

The *City of Santa Fe* hereby designates ***Regina Wheeler, Public Works Director*** as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR — DATE 7/6/2018

GENO ZAMORA, CITY ATTORNEY — DATE 7/10/18

City of Santa Fe, New Mexico

memo

DATE: June 4, 2020

TO: Public Works Committee
Finance Committee
Governing Body

THRU: John Romero
John Romero, Acting Public Works Department Director

FROM: Keith Wilson, Transit Division Director of Administration and Grants
(kpwilson@santafenm.gov; 505-955-2223)
Thomas Martinez, Transit Division Director of Operations and Maintenance
(tamartinez@santafenm.gov; 505-955-2006)

SUBJECT: **Request for the Approval to complete a Grant Application, and to Execute a Grant Agreement for the FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of $1,750,904 for Transit Operating Expenses; Federal Transit Administration.**

ITEM

Every year the City of Santa Fe receives an allocation of Section 5307 Urbanized Area Funding from the Federal Transit Administration (FTA) through the New Mexico Department of Transportation. These funds are distributed by a formula that includes population, population density and levels of service provided within the Urbanized Area. For Federal Fiscal Year 2020, the amount of $1,750,904 was allocated to the City of Santa Fe.

The Section 5307 funds support the ongoing fixed route and paratransit operations for the City of Santa Fe, and are matched at 50 percent with the gross receipts tax dedicated to transit (Ord. 2016-5) and will be approved as part of the FY2021 Budget process.

With Councils approval, the Public Works Department Director, as the designated CEO for these matters, will execute the Grant Agreement.

BUDGET

During the Fy2021 Budget approval, this source of funding in the amount of $1,750,00 will be budgeted in Fund/Business Unit/Line Item: 540.5400491.490550 (US Dept. of Transportation) and the matching funds were budgeted in Fund/Business Unit/Line Item: 540.5400491.650216.

ACTION REQUESTED

Request for the Approval to Execute a Grant Agreement for the FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of $1,750,904 for Transit Operating Expenses; Federal Transit Administration.

Attachments:

New Mexico Department of Transportation FY2020 Section 5307 Suballocation Letter
Grant Agreement: NM-2020-012-00
Summary of Contracts
Designation of Signature Authority for FTA Assistance Awards

New Mexico DEPARTMENT OF TRANSPORTATION

April 8, 2020

Regina Wheeler
City of Santa Fe
Public Works
500 Market Station, Suite 200
Santa Fe, NM 87501

RE: Federal Transit Administration (FTA) Small Urbanized Section 5307 Suballocation Letter FULL YEAR FY 2020

Dear Ms. Wheeler,

As identified in this Suballocation Letter, New Mexico Department of Transportation (NMDOT) as the Designated Recipient, authorizes the allocation of Section 5307 to City of Santa Fe as the Direct Recipient. The undersigned agree to the Suballocation Letter and the amounts allocated to the Direct Recipient.

The Direct Recipient is responsible for its application to the FTA to receive Section 5307 small urbanized funds and assumes the responsibilities associated with any award for these funds. The timeline for direct recipients to apply for awarded funds through TrAMS is current award year plus five years. The recipient is responsible for entering the period of performance end date when applying for the grant.

Full Year FY 2020 $1,750,904

Designated Recipient

Kevin E Olinger Digitally signed by Kevin E Olinger Date: 2020.04.08 16:34:39 -06'00'

Date: 4/8/2020

Kevin Olinger
NMDOT Transit Manager

Grant Recipient

John Romero Digitally signed by John Romero Date: 2020.04.14 12:01:56 -06'00'

Date: 4/14/2020

Signature

John Romero

Print Name
City of Santa Fe

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma Espinoza Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

DOT FTA

U.S. Department of Transportation | Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	NM-2020-012-00
Temporary Application Number	2066-2020-3
Application Name	Santa Fe FY2020 Section 5307 Main Operating Grant
Application Status	Final Concurrence / Reservation
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	12/31/2021
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: Santa Fe, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2066	City	CITY OF SANTA FE	069420818

Location Type	Address	City	State	Zip
Headquarters	200 LINCOLN AVE	SANTA FE	NM	875041904
Physical Address	200 LINCOLN AVE	SANTA FE	NM	87504
Mailing Address	200 LINCOLN AVE	SANTA FE	NM	87504

Union Information

Union Name	AMERICAN FEDERATION OF STATE, MUNICIPAL AND COUNTY EMPLOYEES
Address 1	P.O. Box 10110
Address 2	
City	Santa Fe
State	NM
Zipcode	87504
Contact Name	Michelle Gutierrez
Telephone	(505) 819-1002

Fax	
E-mail	afscme3999@gmail.com
Website	

Part 2: Application Information

Application Point of Contact Information

Title: Santa Fe FY2020 Section 5307 Main Operating Grant

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
NM-2020-012-00	Final Concurrence / Reservation	Grant	5/21/2020	5/21/2020	No

Application Executive Summary
This grant application represents the FY 2020 Small Urbanized Section 5307 Suballocation of $1,750,904 to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit.
(Note: the Santa Fe UZA was apportioned $1,881,549. Through the Santa Fe MPO, $1,750,904 was allocated to the City of Santa Fe and $130,645 was allocated to the North Central Regional Transit District.)

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

First Name	Last Name	Title	E-mail Address	Phone
Keith	Wilson	Transit Division	kpwilson@santafenm.gov	505-955-2223
Tony	Ogboli	Community Planner	tony.ogboli@dot.gov	(817) 978-0566
David	Bartels	General Engineer	david.bartels@dot.gov	817-978-0572

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,750,904
Local			$1,750,904
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,501,808**

Application Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-012-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$1,750,904.00	$1,750,904.00	$3,501,808.00	1
NM-2020-012-01-00	30.09.01	UP TO 50% FEDERAL SHARE	$1,750,904.00	$1,750,904.00	$3,501,808.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: FY2020 Section 5307 Main Operating Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2020-012-01-00	2066-2020-3-P1	5/21/2020	7/1/2020	12/31/2021

Project Description
These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe.

Project Benefits
To support the Santa Fe transit system to provide an efficient and equitable service

Additional Information
None provided.

Location Description
The City of Santa Fe Transit Division provides Fixed Route and Paratransit service within the Santa Fe UZA.

Security
No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353790	Santa Fe, NM

Congressional District Information

State	District	Representative
New Mexico	3	Ben R Lujan

Program Plan Information

STIP/TIP
Date: 5/20/2020
Description: Statewide Transportation Improvement Program Page for TS00100 which is this grant.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,750,904
Local			$1,750,904
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,501,808**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-012-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$1,750,904.00	$1,750,904.00	$3,501,808.00	1
NM-2020-012-01-00	30.09.01	UP TO 50% FEDERAL SHARE	$1,750,904.00	$1,750,904.00	$3,501,808.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description
To support the continued fixed route and ADA complementary paratransit services provided in Santa Fe. Local match will be provided by the City of Santa Fe

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,750,904
Local			$1,750,904
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,501,808**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2020	Beginning of City Fiscal Year when Operational Expenditures begin.
End Date	12/31/2021	Final Reimbursement will have been submitted and the grant will have been closed out.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/21/2020

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Comments for DOL

Comment By	Tony Ogboli
Comment Type	DOL Review for Certification
Date	6/4/2020
Comment	DOL Section 5333(b) Certification This grant application Section 5307 for operating assistance to support continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe. Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Keith P. Wilson and he can be reached at kpwilson@ci.santa-fe.nm.us or 505-955-2004. Person to notify at FTA: Tony Ogboli, (817) 978-0566), or Tony.ogboli@dot.gov

Application Review Comments

Comment By	Tony Ogboli
Comment Type	FTA Post Review Comments for Grantee
Date	5/29/2020
Comment	Executive Summary Please always identify in the executive summary narrative the actual federal source of funding thats being sought. Just stating this is FY-2020 for operating tells FTA nothing much about the grant application as every funding is identifiable from its specific federal designated source(s). Is it Section 5307, Section 5337, Section 5310 or CMAQ/STP Flexed funding? In Application Details, change the answer to Does this application include sub-allocation funds? to bullet #2. Sant Fe is sub-allocated these funds by NMDOT, who is the Designated Recipient. Selecting this bullet will prompt Santa Fe to upload a copy of the FY 18 Section 5307 small urban split letter from NMDOT.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM FTA AWARD OR AWARD IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, AWARD ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

DUNS No: 069420818

Application Information

Federal Award Identification Number: NM-2020-012-00

Application Name: Santa Fe FY2020 Section 5307 Main Operating Grant

Application Start Date: N/A

Original Award End Date: 12/31/2021

Current Award End Date: N/A

Application Executive Summary: This grant application represents the FY 2020 Small Urbanized Section 5307 Suballocation of $1,750,904 to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit.
(Note: the Santa Fe UZA was apportioned $1,881,549. Through the Santa Fe MPO, $1,750,904 was allocated to the City of Santa Fe and $130,645 was allocated to the North Central Regional Transit District.)

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: $3,501,808.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $1,750,904.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $1,750,904.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $1,750,904.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $1,750,904.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,750,904
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Local/In-Kind			$0
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State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,501,808**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
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    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Santa Fe, City Of

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2020 09:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item:
540.5400491.490550 AL
AL

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **N/A**

Contractor: **Federal Transit Administration**

Description: **FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of $1,750,904 for Transit Operating Expenses;**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **On Execution** Term End Date: **Once Expended**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **N/A**

Fran Dunaway (Jul 29, 2020 08:15 MDT)

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **Federal Transit Administration** **Org / Object:** **540.5400491.490550**

Alexis Lotero (Jul 29, 2020 20:24 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Keith Wilson** Phone # **505-955-2223**

Email: **kpwilson@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

RE: DESIGNATION OF SIGNATURE AUTHORITY FOR FTA ASSISTANCE AWARDS

The *City of Santa Fe* hereby designates ***Regina Wheeler, Public Works Director*** as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR — DATE 7/10/2018

GENO ZAMORA, CITY ATTORNEY — DATE 7/10/18

Section 5307 Council Memo 06-04-2020 For Signature

Final Audit Report 2020-06-08

Created:	2020-06-08
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAezfKeM_ypeCF2KynYeS9-fGssf1a3XlN

"Section 5307 Council Memo 06-04-2020 For Signature" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-08 - 2:48:32 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-08 - 2:48:55 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-08 - 3:07:30 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-08 - 3:07:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-08 - 3:07:42 PM GMT

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: N/A Grant

Procurement Title: Grant – Section 5307 CARES

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *N/A Grant*

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☒

Department Requesting PW/Transit Staff Name Thomas Martinez & David Chapman

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	
☐	☒	Approved Procurement Checklist (by Purchasing)
☐	☒	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other:

Thomas Martinez, Transit Division Director or David Chapman, Technical & Grant Writer 07/09/2020
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jul 9, 2020 08:15 MDT)
Purchasing Officer (attesting that all information is reviewed) Title Date

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

*

Signature: Carolynn Roibal
Carolynn Roibal (Jul 30, 2020 08:22 MDT)

Email: clroibal@santafenm.gov

TRANSIT SEC 5307 PACKET 7102020

Final Audit Report 2020-07-30

Created:	2020-07-11
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAALnVSomj9FwBUOnC2jua4DcpSbdu3LFdn

"TRANSIT SEC 5307 PACKET 7102020" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
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Signature Date: 2020-07-30 - 2:22:20 PM GMT - Time Source: server- IP address: 63.232.20.2

POWERED BY Adobe Sign

Signed document emailed to ekpisula@santafenm.gov, Alexis Lotero (aclotero@santafenm.gov), Carolynn Roibal (clroibal@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), and 1 more

2020-07-30 - 2:22:20 PM GMT

ACTION SHEET PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/22/2020
ISSUE NO. 7B Request for the Approval to Complete a Grant Application, and to Execute a Grant Agreement for the FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of $1,750,904 for Transit Operating Expenses; Federal Transit Administration. (Keith Wilson, Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223) COMMITTEE REVIEW Finance Committee (Scheduled) 06/29/2020 Governing Body (Scheduled) 07/08/2020
PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 06/29/2020 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe,New Mexico

memo

DATE: June 4, 2020

TO: Public Works Committee
Finance Committee
City Council

THRU: John Romero
John Romero, Acting Public Works Department Director

FROM: Keith Wilson, Transit Division Director of Administration and Grants
(kpwilson@santafenm.gov; 505-955-2223)
Thomas Martinez, Transit Division Director of Operations and Maintenance
(tamartinez@santafenm.gov; 505-955-2006)

SUBJECT: **Request for the Approval Execute a Grant Agreement for the FFY2020 Congestion Mitigation Air Quality Funding in the Total Amount of $71,773 for the Riderfinders Program; Federal Transit Administration.**

ITEM

Annually the City of Santa Fe Transit Division receives a grant award from the New Mexico Department of Transportation (NMDOT) for the purposes of the operating the Ridefinders Program. These funds are transferred to the jurisdiction of the Federal Transit Administration (FTA) with whom the Transit Division will enter into a Grant Agreement.

The Transit Division has operated the Ridefinder Program since 2008. The goal of the program is to; Assist the public in using alternative forms of transportation, Promote the benefits of using alternative forms of transportation, Educate the public about available transportation options. These goals are met by: Operating a call center to provide transportation information and referrals, conduct marketing and promotional activities to support Ridefinders goals and objectives. The program provides an important service of promoting transportation alternatives in North-Central New Mexico and also, Statewide for the NMDOT Park and Ride Program.

This grant requires a 14.56% local match in the amount of $12,231 which is funded from the ¼ cent gross receipts tax dedicated to Transit.

With Councils approval, the Public Works Department Director, as the designated CEO for these matters, will execute the Grant Agreement.

BUDGET

This source of funding in the amount of $71,773 was budgeted in Fund/Business Unit/Line Item: 2304.21304.490740 (NM Highway & Trans Dept.) and the matching funds were budgeted in Fund/Business Unit/Line Item: 2304.21304.600100 in the Fiscal Year 19/20 Budget approved by the Governing Body. No Budget Adjustment Resolution (BAR) for this item is required.

ACTION REQUESTED

Request for the Approval to Execute a Grant Agreement for the FFY2020 Congestion Mitigation Air Quality Funding in the Total Amount of $71,773 for the Riderfinders Program; Federal Transit Administration.

Attachments:
FHWA/FTA Funding Transfer Letter
Grant Agreement: NM-2020-013-00
Summary of Contracts
Designation of Signature Authority for FTA Assistance Awards

New Mexico DEPARTMENT OF TRANSPORTATION

October 15, 2019

Mr. J. Don Martinez
FHWA New Mexico Division Administrator
4001 Office Court Drive
Suite 801
Santa Fe, New Mexico 87507

Attention: Monica Gourd, Financial Manager

Mr. Robert C. Patrick
Regional Administrator
Federal Transit Administration, Region VI
819 Taylor Street, Room 14A02
Fort Worth, Texas 76102

Dear Mr. Martinez and Patrick:

This letter is a request to transfer of Federal Highway Administration Surface Transportation Program STPG 5 - 200K POP FASTG funds to the Federal Transit Administration. The funds will be utilized by the City of Santa Fe Transit Division to operate the Santa Fe Trails Ridefinder program. After the funds have been transferred, the City of Santa Fe Transit Division will apply to FTA Region VI for the project.

The following is the information needed to initiate the transfer:

NMDOT CN	TS00028
Project Title	Santa Fe Trails: Ridefinders
FTA Grant Number	TBD
Funding Transfer	FFY2020 STPG 5 - 200K POP FASTG
Lead Agency	City of Santa Fe Transit Division
Federal Amount	$71,773

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner
District 1

Bruce Ellis
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Walter G. Adams
Commissioner
District 4

Vacant
Commissioner
District 5

Charles Lundstrom
Commissioner
District 6

If you have any questions or require further information, please contact Kevin Olinger, NMDOT Transit Bureau Chief at 505-469-3595.

Sincerely,

David D. Quintana

Digitally signed by David D. Quintana
Date: 2019.10.18 14:15:58 -06'00'

David D. Quintana, Chief Engineer

Cc: David Bartels, FTA
David Harris, NMDOT Transit and Rail Director
Kevin Olinger, NMDOT Transit Bureau Chief
Rebecca Maes, NMDOT STIP Manager
Sean Sandoval, NMDOT POD Director

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	NM-2020-013-00
Temporary Application Number	2066-2020-2
Application Name	Santa Fe Trails - FY2020 Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA)
Application Status	Final Concurrence / Reservation
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	12/31/2020
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: Santa Fe, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2066	City	CITY OF SANTA FE	069420818

Location Type	Address	City	State	Zip
Headquarters	200 LINCOLN AVE	SANTA FE	NM	875041904
Physical Address	200 LINCOLN AVE	SANTA FE	NM	87504
Mailing Address	200 LINCOLN AVE	SANTA FE	NM	87504

Union Information

Union Name	AMERICAN FEDERATION OF STATE, MUNICIPAL AND COUNTY EMPLOYEES
Address 1	P.O. Box 10110
Address 2	
City	Santa Fe
State	NM
Zipcode	87504
Contact Name	Michelle Gutierrez

Telephone	(505) 819-1002
Fax	
E-mail	afscme3999@gmail.com
Website	

Part 2: Application Information

Application Point of Contact Information

Title: Santa Fe Trails - FY2020 Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA)

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
NM-2020-013-00	Final Concurrence / Reservation	Grant	5/21/2020	5/21/2020	No

Application Executive Summary
This grant application represents the FY 2020 Ridefinders STBG funding transferred from FHWA to FTA by the New Mexico Department of Transportation. There is a total of $71,773 in Federal funds - with a 14.56 percent local match in the amount of $12,231 - for a total project cost of $84,004. The higher (85.44%) federal share is due to the federal lands ratio for New Mexico, and approved by FHWA. These funds will be used to support the continued marketing of local and regional alternative transportation services, in northern New Mexico. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit. The STIP title page and page where the project is listed are attached under Project Information.

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

First Name	Last Name	Title	E-mail Address	Phone
Keith	Wilson	Transit Division	kpwilson@santafenm.gov	505-955-2223
Tony	Ogboli	Community Planner	tony.ogboli@dot.gov	(817) 978-0566
David	Bartels	General Engineer	david.bartels@dot.gov	817-978-0572

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	$71,773
Local			$12,231
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$84,004**

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-013-01-00	117-00 (117-A1) OTHER CAPITAL ITEMS (BUS)	$71,773.00	$12,231.00	$84,004.00	0
NM-2020-013-01-00	11.7L.00 MOBILITY MANAGEMENT (5302(A)(1)(L))	$71,773.00	$12,231.00	$84,004.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: Ridefinders FY2020

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2020-013-01-00	2066-2020-2-P1	5/21/2020	7/1/2019	12/31/2020

Project Description
Ridefinders is an integral part of Santa Fe Trails efforts to enhance the use of alternative transportation - particularly coordinated regional transportation. With the help of Ridefinders funding Santa Fe Trails is able to promote ridesharing and transportation alternatives in its overall program. The program provides the important service of promoting transportation alternatives in north-central New Mexico and results in the conservation of energy, maintenance of air quality, reduction of traffic congestion, and promotion of the health benefits of using alternative forms of transportation.

Project Benefits
Promotes the benefits of alternative forms of transportation.
Educates the public about available transportation options.
Assists the Public in using alternative forms of transportation

Additional Information
None provided.

Location Description
North Central New Mexico

Security
No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353790	Santa Fe, NM

Congressional District Information

State	District	Representative
New Mexico	3	Ben R Lujan

Program Plan Information

STIP/TIP
Date: 10/8/2019

Description: Statewide Transportation Improvement Program Page for TS000028.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	$71,773
Local			$12,231
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$84,004**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-013-01-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)	$71,773.00	$12,231.00	$84,004.00	0
NM-2020-013-01-00	11.7L.00	MOBILITY MAN AGEMENT (5302(A)(1)(L))	$71,773.00	$12,231.00	$84,004.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.7L.00 - MOBILITY MANAGEMENT (5302(A)(1)(L))

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L))	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description

For continued Ridefinders activities in northern New Mexico
- Purchase of Marketing Materials and Advertising
- Pays for 1.5 FTE equivalent staff positions who respond to inquiries about Transit, Rail an alternative forms of transportation and attend multiple events (community events, dump the pump, college enrollments, etc) to educate and promote about Transit, Rail an alternative forms of transportation.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	$71,773
Local			$12,231
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$84,004**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2019	Start Activities on Project
End Date	9/30/2020	End Activities on the Project
Project Closeout	12/31/2020	Have all reimbursement completed and project closed out.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/21/2020

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Comments for DOL

Comment By	Tony Ogboli
Comment Type	DOL Review for Certification
Date	6/4/2020
Comment	DOL Section 5333(b) Certification This grant application FY2020 is for Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA). Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Keith P. Wilson and he can be reached at kpwilson@ci.santa-fe.nm.us or 505-955-2004. Person to notify at FTA: Tony Ogboli, (817) 978-0566), or Tony.ogboli@dot.gov

Application Review Comments

Comment By	Tony Ogboli
Comment Type	FTA Post Review Comments for Grantee
Date	5/29/2020
Comment	Please address the comments below. It would be appreciated, if you can make a particular note of this same comments it seems too common now, each Santa Fe new grant application this very same comment is constantly repeated. We have gone through this many times. Santa Fe is not a Direct Recipient of FTA funds, but the State NMDOT. In response to the question in your grant application, please select the appropriate designation. Santa Fe is designated as a Sub-recipient of FTA funding. Please, realize how critical this is. Santa Fe grant applications must identify this and provide the supporting document (split-letter) when prompted on the right selection, and accordingly. In Application Details, change the answer to Does this application include sub-allocation funds? to bullet #2. Sant Fe is sub-allocated these funds by NMDOT, who is the Designated Recipient. Selecting this bullet will prompt Santa Fe to upload a copy of the FY 18 Section 5307 small urban split letter from NMDOT.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM FTA AWARD OR AWARD IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, AWARD ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

DUNS No: 069420818

Application Information

Federal Award Identification Number: NM-2020-013-00

Application Name: Santa Fe Trails - FY2020 Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA)

Application Start Date: N/A

Original Award End Date: 12/31/2020

Current Award End Date: N/A

Application Executive Summary: This grant application represents the FY 2020 Ridefinders STBG funding transferred from FHWA to FTA by the New Mexico Department of Transportation. There is a total of $71,773 in Federal funds - with a 14.56 percent local match in the amount of $12,231 - for a total project cost of $84,004. The higher (85.44%) federal share is due to the federal lands ratio for New Mexico, and approved by FHWA. These funds will be used to support the continued marketing of local and regional alternative transportation services, in northern New Mexico. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit. The STIP title page and page where the project is listed are attached under Project Information.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: $84,004.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $71,773.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $12,231.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $71,773.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $12,231.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	$71,773
Local			$12,231
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$84,004**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Santa Fe, City Of

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item:
2304.21304.490740

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **N/A**

Contractor: **Federal Transit Administration**

Description: **FFY2020 Congestion Mitigation Air Quality Funding Total Amount of $71,773 for Transit Ridefinders Program;**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **On Execution** Term End Date: **Once Expended**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **N/A**

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **Federal Transit Administration** **Org / Object:** **2304.21304.490740**

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Keith Wilson** Phone # **505-955-2223**

Email: **kpwilson@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

RE: DESIGNATION OF SIGNATURE AUTHORITY FOR FTA ASSISTANCE AWARDS

The *City of Santa Fe* hereby designates ***Regina Wheeler, Public Works Director*** as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR — DATE 7/6/2018

GENO ZAMORA, CITY ATTORNEY — DATE 7/10/18

City of Santa Fe, New Mexico

memo

DATE: June 4, 2020

TO: Public Works Committee
Finance Committee
City Council

THRU: John Romero
John Romero, Acting Public Works Department Director

FROM: Keith Wilson, Transit Division Director of Administration and Grants
(kpwilson@santafenm.gov; 505-955-2223)
Thomas Martinez, Transit Division Director of Operations and Maintenance
(tamartinez@santafenm.gov; 505-955-2006)

SUBJECT: **Request for the Approval Execute a Grant Agreement for the FFY2020 Congestion Mitigation Air Quality Funding in the Total Amount of $71,773 for the Riderfinders Program; Federal Transit Administration.**

ITEM

Annually the City of Santa Fe Transit Division receives a grant award from the New Mexico Department of Transportation (NMDOT) for the purposes of the operating the Ridefinders Program. These funds are transferred to the jurisdiction of the Federal Transit Administration (FTA) with whom the Transit Division will enter into a Grant Agreement.

The Transit Division has operated the Ridefinder Program since 2008. The goal of the program is to; Assist the public in using alternative forms of transportation, Promote the benefits of using alternative forms of transportation, Educate the public about available transportation options. These goals are met by: Operating a call center to provide transportation information and referrals, conduct marketing and promotional activities to support Ridefinders goals and objectives. The program provides an important service of promoting transportation alternatives in North-Central New Mexico and also, Statewide for the NMDOT Park and Ride Program.

This grant requires a 14.56% local match in the amount of $12,231 which is funded from the ¼ cent gross receipts tax dedicated to Transit.

With Councils approval, the Public Works Department Director, as the designated CEO for these matters, will execute the Grant Agreement.

[1]Finance Committee CR
CR

BUDGET

This source of funding in the amount of $71,773 was budgeted in Fund/Business Unit/Line Item: 2304.21304.490740 (NM Highway & Trans Dept.) and the matching funds were budgeted in Fund/Business Unit/Line Item: 2304.21304.600100 in the Fiscal Year 19/20 Budget approved by the Governing Body. No Budget Adjustment Resolution (BAR) for this item is required.

ACTION REQUESTED

Request for the Approval to Execute a Grant Agreement for the FFY2020 Congestion Mitigation Air Quality Funding in the Total Amount of $71,773 for the Riderfinders Program; Federal Transit Administration.

Attachments:
FHWA/FTA Funding Transfer Letter
Grant Agreement: NM-2020-013-00
Summary of Contracts
Designation of Signature Authority for FTA Assistance Awards

New Mexico DEPARTMENT OF TRANSPORTATION

October 15, 2019

Mr. J. Don Martinez
FHWA New Mexico Division Administrator
4001 Office Court Drive
Suite 801
Santa Fe, New Mexico 87507

Attention: Monica Gourd, Financial Manager

Mr. Robert C. Patrick
Regional Administrator
Federal Transit Administration, Region VI
819 Taylor Street, Room 14A02
Fort Worth, Texas 76102

Dear Mr. Martinez and Patrick:

This letter is a request to transfer of Federal Highway Administration Surface Transportation Program STPG 5 - 200K POP FASTG funds to the Federal Transit Administration. The funds will be utilized by the City of Santa Fe Transit Division to operate the Santa Fe Trails Ridefinder program. After the funds have been transferred, the City of Santa Fe Transit Division will apply to FTA Region VI for the project.

The following is the information needed to initiate the transfer:

NMDOT CN	TS00028
Project Title	Santa Fe Trails: Ridefinders
FTA Grant Number	TBD
Funding Transfer	FFY2020 STPG 5 - 200K POP FASTG
Lead Agency	City of Santa Fe Transit Division
Federal Amount	$71,773

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner
District 1

Bruce Ellis
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Walter G. Adams
Commissioner
District 4

Vacant
Commissioner
District 5

Charles Lundstrom
Commissioner
District 6

If you have any questions or require further information, please contact Kevin Olinger, NMDOT Transit Bureau Chief at 505-469-3595.

Sincerely,

David D. Quintana

Digitally signed by David D. Quintana
Date: 2019.10.18 14:15:58 -06'00'

David D. Quintana, Chief Engineer

Cc: David Bartels, FTA
David Harris, NMDOT Transit and Rail Director
Kevin Olinger, NMDOT Transit Bureau Chief
Rebecca Maes, NMDOT STIP Manager
Sean Sandoval, NMDOT POD Director

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Application

Federal Award Identification Number (FAIN)	NM-2020-013-00
Temporary Application Number	2066-2020-2
Application Name	Santa Fe Trails - FY2020 Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA)
Application Status	Final Concurrence / Reservation
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	12/31/2020
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: Santa Fe, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2066	City	CITY OF SANTA FE	069420818

Location Type	Address	City	State	Zip
Headquarters	200 LINCOLN AVE	SANTA FE	NM	875041904
Physical Address	200 LINCOLN AVE	SANTA FE	NM	87504
Mailing Address	200 LINCOLN AVE	SANTA FE	NM	87504

Union Information

Union Name	AMERICAN FEDERATION OF STATE, MUNICIPAL AND COUNTY EMPLOYEES
Address 1	P.O. Box 10110
Address 2	
City	Santa Fe
State	NM
Zipcode	87504
Contact Name	Michelle Gutierrez

Telephone	(505) 819-1002
Fax	
E-mail	afscme3999@gmail.com
Website	

Part 2: Application Information

Application Point of Contact Information

Title: Santa Fe Trails - FY2020 Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA)

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
NM-2020-013-00	Final Concurrence / Reservation	Grant	5/21/2020	5/21/2020	No

Application Executive Summary
This grant application represents the FY 2020 Ridefinders STBG funding transferred from FHWA to FTA by the New Mexico Department of Transportation. There is a total of $71,773 in Federal funds - with a 14.56 percent local match in the amount of $12,231 - for a total project cost of $84,004. The higher (85.44%) federal share is due to the federal lands ratio for New Mexico, and approved by FHWA. These funds will be used to support the continued marketing of local and regional alternative transportation services, in northern New Mexico. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit. The STIP title page and page where the project is listed are attached under Project Information.

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

First Name	Last Name	Title	E-mail Address	Phone
Keith	Wilson	Transit Division	kpwilson@santafenm.gov	505-955-2223
Tony	Ogboli	Community Planner	tony.ogboli@dot.gov	(817) 978-0566
David	Bartels	General Engineer	david.bartels@dot.gov	817-978-0572

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	$71,773
Local			$12,231
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$84,004**

Application Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-013-01-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)	$71,773.00	$12,231.00	$84,004.00	0
NM-2020-013-01-00	11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L))	$71,773.00	$12,231.00	$84,004.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: Ridefinders FY2020

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2020-013-01-00	2066-2020-2-P1	5/21/2020	7/1/2019	12/31/2020

Project Description
Ridefinders is an integral part of Santa Fe Trails efforts to enhance the use of alternative transportation - particularly coordinated regional transportation. With the help of Ridefinders funding Santa Fe Trails is able to promote ridesharing and transportation alternatives in its overall program. The program provides the important service of promoting transportation alternatives in north-central New Mexico and results in the conservation of energy, maintenance of air quality, reduction of traffic congestion, and promotion of the health benefits of using alternative forms of transportation.

Project Benefits
Promotes the benefits of alternative forms of transportation.
Educates the public about available transportation options.
Assists the Public in using alternative forms of transportation

Additional Information
None provided.

Location Description
North Central New Mexico

Security
No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353790	Santa Fe, NM

Congressional District Information

State	District	Representative
New Mexico	3	Ben R Lujan

Program Plan Information

STIP/TIP
Date: 10/8/2019

Description: Statewide Transportation Improvement Program Page for TS000028.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	$71,773
Local			$12,231
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$84,004**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-013-01-00	117-00 (117-A1)	OTHER CAPITAL ITEMS (BUS)	$71,773.00	$12,231.00	$84,004.00	0
NM-2020-013-01-00	11.7L.00	MOBILITY MAN AGEMENT (5302(A)(1)(L))	$71,773.00	$12,231.00	$84,004.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.7L.00 - MOBILITY MANAGEMENT (5302(A)(1)(L))

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L))	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description

For continued Ridefinders activities in northern New Mexico
- Purchase of Marketing Materials and Advertising
- Pays for 1.5 FTE equivalent staff positions who respond to inquiries about Transit, Rail an alternative forms of transportation and attend multiple events (community events, dump the pump, college enrollments, etc) to educate and promote about Transit, Rail an alternative forms of transportation.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	$71,773
Local			$12,231
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$84,004**

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2019	Start Activities on Project
End Date	9/30/2020	End Activities on the Project
Project Closeout	12/31/2020	Have all reimbursement completed and project closed out.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/21/2020

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Comments for DOL

Comment By	Tony Ogboli
Comment Type	DOL Review for Certification
Date	6/4/2020
Comment	DOL Section 5333(b) Certification This grant application FY2020 is for Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA). Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Keith P. Wilson and he can be reached at kpwilson@ci.santa-fe.nm.us or 505-955-2004. Person to notify at FTA: Tony Ogboli, (817) 978-0566), or Tony.ogboli@dot.gov

Application Review Comments

Comment By	Tony Ogboli
Comment Type	FTA Post Review Comments for Grantee
Date	5/29/2020
Comment	Please address the comments below. It would be appreciated, if you can make a particular note of this same comments it seems too common now, each Santa Fe new grant application this very same comment is constantly repeated. We have gone through this many times. Santa Fe is not a Direct Recipient of FTA funds, but the State NMDOT. In response to the question in your grant application, please select the appropriate designation. Santa Fe is designated as a Sub-recipient of FTA funding. Please, realize how critical this is. Santa Fe grant applications must identify this and provide the supporting document (split-letter) when prompted on the right selection, and accordingly. In Application Details, change the answer to Does this application include sub-allocation funds? to bullet #2. Sant Fe is sub-allocated these funds by NMDOT, who is the Designated Recipient. Selecting this bullet will prompt Santa Fe to upload a copy of the FY 18 Section 5307 small urban split letter from NMDOT.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM FTA AWARD OR AWARD IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, AWARD ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

DUNS No: 069420818

Application Information

Federal Award Identification Number: NM-2020-013-00

Application Name: Santa Fe Trails - FY2020 Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA)

Application Start Date: N/A

Original Award End Date: 12/31/2020

Current Award End Date: N/A

Application Executive Summary: This grant application represents the FY 2020 Ridefinders STBG funding transferred from FHWA to FTA by the New Mexico Department of Transportation. There is a total of $71,773 in Federal funds - with a 14.56 percent local match in the amount of $12,231 - for a total project cost of $84,004. The higher (85.44%) federal share is due to the federal lands ratio for New Mexico, and approved by FHWA. These funds will be used to support the continued marketing of local and regional alternative transportation services, in northern New Mexico. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit. The STIP title page and page where the project is listed are attached under Project Information.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: $84,004.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $71,773.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $12,231.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $71,773.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $12,231.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	$71,773
Local			$12,231
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$84,004**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
   (a) Statements,
   (b) Representations,
   (c) Warranties,
   (d) Covenants, and
   (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Santa Fe, City Of

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2020 09:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item:
2304.21304.490740

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: **Federal Transit Administration**

Description: **FFY2020 Congestion Mitigation Air Quality Funding Total Amount of $71,773 for Transit Ridefinders Program;**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **On Execution** Term End Date: **Once Expended**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** N/A

Fran Dunaway (Jul 2020 08:14 MDT)

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** Federal Transit Administration **Org / Object:** 2304.21304.490740

Alexis Lotero

Alexis Lotero (Jul 29, 2020 20:22 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Keith Wilson Phone # 505-955-2223

Email: kpwilson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

RE: DESIGNATION OF SIGNATURE AUTHORITY FOR FTA ASSISTANCE AWARDS

The *City of Santa Fe* hereby designates ***Regina Wheeler, Public Works Director*** as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR — DATE 7/10/2018

GENO ZAMORA, CITY ATTORNEY — DATE 7/10/18

FY2020 Ridefinder Memo 06-04-2020 Final

Final Audit Report 2020-06-08

Created:	2020-06-08
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlCABr7NN6TYjShdFEgb9hWG8RCIneA6y

"FY2020 Ridefinder Memo 06-04-2020 Final" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-08 - 2:49:49 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-08 - 2:50:09 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-08 - 3:07:53 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-08 - 3:08:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-08 - 3:08:30 PM GMT

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: N/A Grant

Procurement Title: Grant - Ridefinders

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *N/A Grant*

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☒

Department Requesting PW/Transit Staff Name Thomas Martinez & David Chapman

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	
☐	☒	Approved Procurement Checklist (by Purchasing)
☐	☒	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other:

Thomas Martinez, Transit Division Director or David Chapman, Technical & Grant Writer 07/09/2020
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jul 9, 2020 08:14 MDT)
Purchasing Officer (attesting that all information is reviewed) Title Date

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

*

Signature: Carolynn Roibal
Carolynn Roibal (Jul 30, 2020 08:24 MDT)

Email: clroibal@santafenm.gov

TRANSIT RIDEFINDERS 7102020

Final Audit Report 2020-07-30

Created:	2020-07-11
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_zvVCSdDV-3imic2XwIbtLZSFuI-1yNq

"TRANSIT RIDEFINDERS 7102020" History

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2020-07-11 - 1:06:34 AM GMT

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2020-07-30 - 2:21:59 AM GMT- IP address: 23.103.201.254

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2020-07-30 - 2:22:58 AM GMT

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2020-07-30 - 2:14:40 PM GMT- IP address: 23.103.201.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-07-30 - 2:14:55 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-07-30 - 2:14:57 PM GMT

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2020-07-30 - 2:23:05 PM GMT- IP address: 23.103.201.254

Document e-signed by Carolynn Roibal (clroibal@santafenm.gov)
Signature Date: 2020-07-30 - 2:24:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), Fran Dunaway (fadunaway@santafenm.gov), Carolynn Roibal (clroibal@santafenm.gov), Alexis Lotero (aclotero@santafenm.gov), and 1 more

2020-07-30 - 2:24:33 PM GMT

ACTION SHEET PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/22/2020
ISSUE NO. 7C Request for the Approval Execute a Grant Agreement for the FFY2020 Congestion Mitigation Air Quality Funding in the Total Amount of $71,773 for the Riderfinders Program; Federal Transit Administration. (Keith Wilson, Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223) COMMITTEE REVIEW Finance Committee (Scheduled) 06/29/2020 Governing Body (Scheduled) 07/08/2020
PUBLIC UTILITIES COMMITTEE ACTION: Approved on Consent Agenda to forward to 6/29/2020 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

Date: June 8, 2020

To: City Council
Finance Committee
Public Works Committee

Via: Kyra Ochoa, Community Svcs. Dept. Director
Gino Rinaldi, Division of Senior Svcs. Director

From: Melanie M. Montoya, Program Manager

Subject: Request Approval of Grant Contract – State of New Mexico, Aging & Long Term Services Department
a. Foster Grandparent Program
b. Retired Senior Volunteer Program
c. Senior Companion Program

Item & Issue:
Request approval and acceptance of the State of New Mexico, Aging & Long Term Services Department Contract and Notice of Grant Awards for the Division of Senior Services' Foster Grandparent Program, Retired Senior Volunteer Program, and Senior Companion Program (all Senior Volunteer Program org code 2410116). These documents reflect annualized appropriations of federal and/or state funding for fiscal year 2020/2021, beginning July 1, 2020. Please note that this process is an annual formality. Listed is a breakdown of amounts received per program from the federal (Corporation for National and Community Services) and state (Aging and Long Term Services Department) agencies:

Program	Federal	State	Total
Foster Grandparent Program	31,902	85,639	**$117,541**
Retired Senior Volunteer Program	47,500	56,900	**$104,400**
Senior Companion Program	7,289	161,461	**$168,750**
Total	**$86,691**	**$304,000**	**$390,691**

For your reference, our Foster Grandparent Program provides opportunities for our senior volunteers to assist children (with special and/or exceptional needs) in classrooms or Head Starts. Our Senior Companion Program arranges for active seniors to visit and assist frail, homebound elderly clients in their homes, helping them avoid expensive institutionalization.

Our Retired Senior Volunteer Program recruits and provides meaningful volunteer opportunities for senior volunteers to help others by sharing their experience, knowledge and efforts. RSVP volunteers work in food distribution sites, soup kitchens, nursing homes, hospitals, libraries, senior centers, shelters, etc.

Recommended Action:
We are requesting your acceptance of these funds. Thank you for your favorable consideration of this request. If you have any questions or require additional information, please call me at extension 4761.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: _____

Description:

_____

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

_____

3. **Procurement History:** _____

Fran Dunaway 7/27/20

Fran Dunaway (Jul 27, 2020 10:11 MDT)

_____ _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** _____ **Org / Object:** _____

Alexis Lotero

Alexis Lotero (Jul 27, 2020 09:38 MDT)

_____ _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT **#21-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

2. Compensation.

A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $304,000.00 as listed in Attachment 2. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Department when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the Parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Department. All invoices MUST BE received by the Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date will not be paid.

C.Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Department finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure

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to make payment within the time specified herein.

For purchases funded by state or federal grants to the Contractor, if the Contractor has not received the funds from the federal or state funding Department, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding Department.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT. This Agreement shall terminate on **June 30, 2021,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Grounds. The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement.

B. Notice; Department Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Department does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Department; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the Department's other legal rights and remedies caused by the Contractors default/breach of this Agreement.

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D. Termination Management. Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Department upon termination and shall be submitted to the Department as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Department proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Department.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Department.

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9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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 Department.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by the Department and participating directly or indirectly in the Department's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

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of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Department.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Department relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Department and notwithstanding anything in the Agreement to the contrary, the Department may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Department proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

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understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Department.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Department, the Department of Finance and Administration and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

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If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Department an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. Indemnification.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department: Aimee Brown
Aging and Long Term Services Department
PO Box 27118
Santa Fe, NM 87502

To the Contractor: City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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EXECUTED AND AGREED TO by signatures below.

By: _____ Date:_____
Sam Ojinaga, Deputy Cabinet Secretary
Aging and Long-Term Services Department

By: _____ Date:_____
Sarah Jacobs, Chief Legal Counsel – Certifying legal sufficiency

By: _____ Date:_____
Valerie Garcia, Chief Financial Officer
Aging & Long-Term Services Department

City of Santa Fe:

By: _____ Date:_____
Mayor, Alan M. Webber

Attest:

_____ Date:_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (May 28, 2020 11:42 MDT)
_____ Date: May 28, 2020
Senior Assistant City Attorney

Approved for Finances:

_____ Date:_____
Mary McCoy, Finance Director

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ATTACHEMENT 1

SCOPE OF WORK

ALTSD Contract # 21-624-4000-0024
Between
New Mexico Aging & Long-Term Services Department and
CITY OF SANTA FE

A. SCOPE OF WORK

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, "Services" is defined as the Foster Grandparent Program, the Senior Companion Program, and the RSVP. Descriptions and authorizations for the Services are set forth, below. The Services should produce results that support ALTSD's mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home and contributing to the community.

1. Services provided for under this Contract are as follows:

    a. The **Foster Grandparent Program (FGP)** is authorized under Title II, Part B, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental or emotional problems of children, less than 21 years of age, with special or exceptional needs.

    b. The **Senior Companion Program (SCP)** is authorized under Title II, Part C, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to older adults with health and functional limitations to enable them to remain as independent as possible in their own homes.

    Both the **Foster Grandparent Program (FGP)** and the **Senior Companion Program (SCP)** engage persons aged 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs and provide a high quality experience to enrich the lives of the volunteers.

    c. **RSVP** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. RSVP is authorized under Title II, Part A, of the Domestic

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Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older to engage in volunteer activities designed to meet critical community needs.

2. POPULATIONS TO BE SERVED

The Contractor shall be responsible for the provision of Services as follows:

1. **FGP** volunteers shall serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, in order to maintain or improve the children's health status and psychosocial functioning.

2. **SCP** volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.

3. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in: Santa Fe County; which shall be referred to as the "Service Area."

3. RESPONSIBILITIES OF THE CONTRACTOR

1. Program Requirements:

    a. The Contractor must be designated as an official Senior Corps program through the federal Corporation for National and Community Service (CNCS) in the designated Service Area.

    b. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.

    c. The Contractor shall comply with all current rules and regulations pursuant to the Laws of the State of New Mexico (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and CNCS federal statutes, regulations and guidelines applicable to each of the Services.

    d. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to: management, supervision, service provision coordination, accounting, data collection and reporting.

    e. The Contractor shall be responsible for outreach, recruitment and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health

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care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.

f. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and activities by which each volunteer will be measured as well as documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of a volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.

g. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees, as mandated by CNCS prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.

h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by CNCS program guidelines as required in the federal program regulations.

i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers in accordance with the CNCS program handbook. The Contractor shall provide to the Department all CNCS required paperwork and forms within 5 days of the Department's written request.

j. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the CNCS program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit but in no event less than one time a year, without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition events and attendees in its bi-annual report to the Department.

2. Performance Measures/ Fiscal Requirements:

a. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

DocuSign Envelope ID: 64295499-F5B2-43E6-B0D4-D604D8867699

b. The Contractor shall submit to the Department on a monthly basis a Request for Reimbursement and Service Data Report (Request for Reimbursement) utilizing the form provided by the Department. The Request for Reimbursement shall be due the 12th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as required by the Department each year. Every third monthly Request for Reimbursement must reflect at least the expenditure of a minimum of one quarter of the annual contract appropriation until all funds are spent. Failure to expend at least one quarter of the annual contract appropriation each quarter (until all funds are spent) may result in sanctions, up to and including reduction in the contract appropriation. All Requests for Reimbursement must include supporting documentation from the entity's accounting system, as well as a year-to-date data report capturing all Services provided for through the previous month.

c. The Contractor shall submit to the Department, as required by the Department at its sole discretion, any Budget Adjustment Request(s) (BARs) for review and approval. BARs may not be submitted to the Department after March 31st.

3. Performance Measures/ Reporting Requirements:

a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using a standardized reporting template provided by the Department. The due dates for the reports are as follows:

1. **February 1st for the period July 1–December 31**
2. **August 1st for the period January 1– June 30**

b. The Contractor shall submit quarterly volunteer data reports for the contract year utilizing the Quarterly Data template provided by the Department. Each report is due no later than the 25th of the month following the end of the quarter for which data is being reported.

c. The Contractor shall submit a copy of the current Progress Report Supplement for funded program(s) as required by CNCS to the Department by December 1.

d. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. DEPARTMENT OVERSIGHT

1. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, at the sole discretion of the Department, to evaluate progress, identify

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best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies.

2. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, and which may include desk reviews of fiscal and programmatic documentation, and may include on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Department shall provide the Contractor with the monitoring tools to be used prior to the review. The Contractor shall cooperate with Department staff in the monitoring process by granting reasonable access to the Contractor‘s program and fiscal records (both electronic and hard copy). The Contractor shall provide records and/or access to Department staff within 15 business days of any written request from the Department, unless an extension is granted by the Department.

3. The Department shall disburse funding to the Contractor, upon receipt of complete and accurate monthly activity reports and invoices. The Department shall determine at its sole discretion whether a report is sufficiently complete and accurate to permit disbursement of funds.

4. Department staff shall review and certify at its sole discretion all Contractor requests for payment.

5. The Contractor authorizes the Department, the federal government or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state or federal government terms and/or to evaluate the Contractor's performance.

5. SERVICE PROVISION

1. The Department has adopted the CNCS Volunteer Program Handbook based on federal regulations for each respective program as the operating standards for state funded projects. The Services are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. Volunteer stipends are paid at $3.00 per hour. RSVP does not provide stipends or allowance to volunteers.

   The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor’s submission of Monthly Requests for Reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

DocuSign Envelope ID: 64295499-F5B2-43E6-B0D4-D604D8867699

a. **Foster Grandparent Program (FGP)**: Recruit and place a minimum of 18 VSY's in schools, childcare centers and other congregate settings for children in Santa Fe County, to provide a minimum of 18,792 hours of service during the contract period.

The goals of FGP are to:
Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

b. **SCP**: Recruit and place a minimum of 34 VSYs in the homes of frail and disabled elders in Santa Fe County, to provide a minimum of 35,496 hours of service during the contract period.

The goals of SCP are to:
Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

c. **RSVP**: Recruit and place a minimum of 400 volunteers in community placements in Santa Fe County, to provide a minimum of 100,000 hours of service during the contract period.

The goals of RSVP are to:
Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

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ATTACHMENT 2

BUDGET

Contract # 21-624-4000-0024
CITY OF SANTA FE
Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract is to provide funding for FY21 as follows:

PROGRAM	**AMOUNT**
Foster Grandparent Program	$85,639.00
Senior Companion Program	$161,461.00
RSVP	$56,900.00

The total amount payable under this Contract shall not exceed $304,000.00.

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County.

contract 20 21

Final Audit Report 2020-05-28

Created:	2020-05-28
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdS4tNhViDQ3C6ahYL3FcDoFhYp6Gd3g8

"contract 20 21" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-28 - 5:39:43 PM GMT- IP address: 63.232.20.2

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Signature Date: 2020-05-28 - 5:42:48 PM GMT - Time Source: server- IP address: 97.123.188.245

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-28 - 5:42:48 PM GMT

Notice of Grant Award

Corporation for National and Community Service
601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Foster Grandparent Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
DUNS: 069420818

Award Information

Agreement No.:	**20SFWNM006**	Performance Period:	**07/01/2020 - 06/30/2023**
Amendment No.:	**0**	Budget Period:	**07/01/2020 - 06/30/2021**
CFDA No.:	**94.011**	Grant Year:	**1**

Award Description

This award funds the approved 2020-21 FGP program. Your 2020-21 statutory match is waived and your budgetary match is 86.9%.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 1	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	$0	$31,902	$31,902
Grantee's Unobligated Balance (Carryover)	$0	$0	$0
Total Available	$0	$31,902	$31,902

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	$0
Total CNCS Funds Awarded to Date	**$31,902**

Funding Source and Amount

2020--OPE1-P71-OPO-26000-4115	$26,075.00
2020--OPE1-P71-OPO-26000-4123	$1,827.00
2020--OPE1-P71-OPO-26000-4124	$4,000.00

Special Conditions

Per OMB memo M-20-17 your single audit for the fiscal year ending 06/30/2019 due on 03/30/2020 must be submitted to the FAC by 9/30/2020. Failure to do so by this date may result in your funds being placed on manual hold.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf and the Program Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2020SCPFGPProgramSpecfic50820200219.pdf. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Foster Grandparent Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
DUNS: 069420818

guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

Stacy A Bishop 06/01/2020

Signature Award Date

City of Santa Fe

Legal Applicant

Stacy Bishop

Senior Grants Officer

Melanie M. Montoya

Project Director

Daisy Gallardo

Grants Officer

Melanie M. Montoya

Certifying Official/Executive Officer

Daisy Gallardo

Program Officer

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Senior Companion Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
DUNS: 069420818

Corporation for National and Community Service:

Stacy L Bishop 06/02/2020

Signature Award Date

Stacy Bishop
Senior Grants Officer

Daisy Gallardo
Grants Officer

Daisy Gallardo
Program Officer

City of Santa Fe
Legal Applicant

Melanie M. Montoya
Project Director

Melanie M. Montoya
Certifying Official/Executive Officer

Notice of Grant Award

Corporation for National and Community Service
601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Senior Companion Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
DUNS: 069420818

Award Information

Agreement No.:	**20SCWNM009**	Performance Period:	**07/01/2020 - 06/30/2023**
Amendment No.:	**0**	Budget Period:	**07/01/2020 - 06/30/2021**
CFDA No.:	**94.016**	Grant Year:	**1**

Award Description

This award funds the approved 2020-21 SCP program.Your 2020-21 statutory match is waived and your budgetary match is 96.7%.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 1	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	$0	$7,289	$7,289
Grantee's Unobligated Balance (Carryover)	$0	$0	$0
Total Available	$0	$7,289	$7,289

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	$0
Total CNCS Funds Awarded to Date	**$7,289**

Funding Source and Amount

2020--OPE1-P77-OPO-26000-4123	$3,289.00
2020--OPE1-P77-OPO-26000-4124	$4,000.00

Special Conditions

Per OMB memo M-20-17 your single audit for the fiscal year ending 06/30/2019 due on 03/30/2020 must be submitted to the FAC by 9/30/2020. Failure to do so by this date may result in your funds being placed on manual hold.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf and the Program Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2020SCPFGPProgramSpecfic50820200219.pdf. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Retired and Senior Volunteer Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
DUNS: 069420818

Corporation for National and Community Service:

Debra M. Briddell
Senior Grants Officer

Melanie M. Montoya
Project Director

Daisy Gallardo
Grants Officer

Eugene Rinaldi
Certifying Official/Executive Officer

Daisy Gallardo
Program Officer

Notice of Grant Award

Corporation for National and Community Service
601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Retired and Senior Volunteer Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
DUNS: 069420818

Award Information

Agreement No.:	**20SRWNM003**	Performance Period:	**04/01/2020 - 03/31/2023**
Amendment No.:	**0**	Budget Period:	**04/01/2020 - 03/31/2021**
CFDA No.:	**94.002**	Grant Year:	**1**

Award Description

This grant award begins the 1st year of your proposed project performance. This grant award provides 12 months of funding beginning on 4/1/2020 through 3/31/2021.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 1	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	$0	$47,500	$47,500
Grantee's Unobligated Balance (Carryover)	$0	$0	$0
Total Available	$0	$47,500	$47,500

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	$0
Total CNCS Funds Awarded to Date	**$47,500**

Funding Source and Amount

2020--OPE1-P74-OPO-26000-4110	$47,500.00

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf and the Program Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2020RSVPProgramSpecfic50820200218.pdf Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

Debra M. Biddell 03/20/2020

Signature Award Date

City of Santa Fe

Legal Applicant

GB-NM LT Aging-Comm Svc

Final Audit Report 2020-07-27

Created:	2020-06-30
By:	Carolynn Roibal (clroibal@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADL90UeyVmQ3n35hLIPwqyBHcyB2pMc-j

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2020-07-07 - 10:20:55 PM GMT- IP address: 63.232.20.2

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Signature Date: 2020-07-27 - 3:38:15 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-07-27 - 3:38:17 PM GMT

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Signature Date: 2020-07-27 - 4:11:11 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Carolynn Roibal (clroibal@ci.santa-fe.nm.us), Fran Dunaway (fadunaway@santafenm.gov), mmmontoya@santafenm.gov, Alexis Lotero (aclotero@santafenm.gov), and 1 more

2020-07-27 - 4:11:11 PM GMT

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/22/2020

ISSUE NO. 7D

Request for Approval of State of New Mexico, Aging and Long Term Services Department Intergovernmental Agreement (Grant) in the Amount of $304,000 for the Senior Volunteer Programs: Foster Grandparent Program, Senior Companion Program and the Retired Senior Volunteer Program. (Melanie Montoya, Program Manager, mmmontoya@santafenm.gov, 955-4761).

COMMITTEE REVIEW

Finance Committee (Scheduled)	07/20/2020
Governing Body (Scheduled)	07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia, Moved by Councilor Lindell, 2nd by Councilor Abeyta to forward to 7/20/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/27/2020

ISSUE NO. 7C

Request for Approval of a Professional Services Agreement with HEI, Inc. for Booster Station 3 and Booster Station 4 VFD/RTU Replacements in the Amount of $774,604 excluding NMGRT. (Jonathan Montoya, Source of Supply Manager, jmmontoya@santafenm.gov, 955-4373)

- Request for a Budget Adjustment Resolution (BAR) for the Professional Services Agreement with HEI, Inc. in the amount of $774,604.00 plus NMGRT

COMMITTEE REVIEW

Finance Committee (Scheduled)	08/03/2020
Governing Body (Scheduled)	08/12/2020

PUBLIC UTILITIES COMMITTEE ACTION: Approved on Consent Calendar to forward to 08/03/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

Received by Finance Dept
7/20/2020 @ 2:23pm

DATE: July 9, 2020

TO: PUC/PW Committee/Finance Committee/City Council

VIA: Shannon Jones, Public Utilities Director SJ
Jesse Roach Water Division Director JR
Jonathan Montoya, Source of Supply Manager JM

FROM: Alex Gamino, Automation and Security System Administrator AG
RE: Booster Station 3 & Booster Station 4 VFD/RTU Replacements, WTR#1950519

ITEM:

Request approval for Professional Services Agreement with HEI, Inc.
Request approval for Budget Adjustment/Increase in the amount of $774,604 plus NMGRT.

BACKGROUND AND SUMMARY

Booster Station 3 and Booster Station 4 are a critical part of pumping water from both Buckman Direct Diversion and Buckman Wells 1-13 to meet the demands of water consumption. Both stations have (2) Variable Frequency Drive which were installed in 2003 and are now showing signs of failure. The VFDs are used to protect motor and control pumping speeds. These units have exceeded their life expectancy and replacement parts are no longer available. The replacement and upgrades at these sites are critical to avoid any disruption to water transmission and production.

JUSTIFICATION

In the event of an equipment failure the ability to make a quick repair would be impossible as spare parts for the aged units are no longer available. This would greatly reduce or possibly completely prohibit the ability convey water from the Buckman well field and/or BDD. The Water Div. has acquired an electrical construction proposal based on engineered drawings and through the Statewide Price Agreement procurement guidelines. HEI, Inc. was acquired through a (3) quote process per SWPA as the low bidder. HEI, Inc. has a current contract through SWPA#70-000-17-00063 to perform electrical services as requested.

RECOMMENDED ACTION

- Please approve Budget Adjustment/Increase in the amount of $774,604 plus NMGRT to BU/LI 5050395.572970.
- Please approve a Professional Service Agreement for $774,604 plus NMGRT.
- Project Ledger #: WTR1950519

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	7/16/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP	5050395	572970	WTR1950519	839,962	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 839,962	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment with HEI Inc. for Booster Station 3 & Booster Station 4 VFD/RTU Replacements

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(839,962)
TOTAL:	**(839,962)**

Maya Martinez — 7/16/2020
Prepared By *{print name}* — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

Andy Hopkins
Andy Hopkins (Jul 20, 2020 12:38 MDT)
Budget Officer — Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* — Date

Shannon Jones (Jul 20, 2020 08:37 MDT)
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

BAR HEI

Final Audit Report 2020-07-20

Created:	2020-07-20
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf56f7h9_3KIPsILU2B5oykxF3EmGLZ-A

"BAR HEI" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
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2020-07-20 - 6:37:55 PM GMT- IP address: 23.103.201.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2020-07-20 - 6:38:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Maya Martinez (mfmartinez@ci.santa-fe.nm.us) and Andy Hopkins (ajhopkins@santafenm.gov)
2020-07-20 - 6:38:53 PM GMT

Item#_____
Munis Contract# _____

City of Santa Fe Contract
Electrical Services Agreement

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **HEI, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m.

C. "You" and "your" refers to **HEI, Inc.**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall provide the services for the City of Santa Fe Water Division:

install Booster Station 3 & Booster Station 4 VFD/RTU Replacements as described in Exhibit

"A" attached hereto.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices as described in Exhibit "A", The total compensation under this Agreement shall not exceed seven hundred seventy four thousand six hundred and four dollars ($774,604) excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is

requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2021. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for

income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These

records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon 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, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement

was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the

Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with

Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Water Division Director

801 W. San Mateo

Santa Fe, NM 87504

To the Contractor:

HEI Inc.

P.O. Box 31310

Albuquerque, NM 87190

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

HEI Inc.
P.O. Box 31310

Albuquerque, NM 87190

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
HEI Inc.

Will Humbard
NAME

President
TITLE

DATE: 7/17/2020

CRS 02-360388-007
Registration # 225955

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 16, 2020 13:46 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572970 AL
Org.Name/Org.# AL

Project Ledger #: WTR1950519

PROJECT : BUCMAN BOOSTER STATIONS #3 AND #4 - VFD REPLACEMENT
PROJECT NO.: 20006

BID DATE: June 10, 2020

CONTRACTOR NAME	BASE BID	Tax	Total bid	Addendum #1	Addendum #2	NM License No.	NM Lic. Classif. No.
GREAT WESTERN ELECTRIC	$888,146.88	$63,280.47	**$951,427.35**	ok	ok	93237	EE98, ELO1
HEI INC.	$774,604.00	$55,190.54	**$829,794.54**	ok	ok	61439	EE98, EL01,ES07, GB98
B & D INDUSTRIES	non responsive					1426	EE98, EL01, GB98,GF09, MM98

MECHANICAL & ELECTRICAL ENGINEERING, INC.

1222 LUISA ST., SUITE B
SANTA FE, NM 87505
PH# 505-983-2389

MEMO DATE: June 3, 2020

TO: All Plan Holders Pages including this cover sheet: 6

CITY OF SANTA FE
BUCKMAN BOOSTER STATIONS #3 AND #4
VFD REPLACEMENT
ADDENDUM #2

The following items shall be incorporated into the Contract Documents.

Specifications

List of Attendants at Pre-Bid Meeting May 27, 2020 - Attached

Bid Proposal Form – Pages 01 and 02 - Revised

Includes Cash Contingency Allowance - $550,000.

Costs for the following items will be taken from this allowance:

VFDs	Not to Exceed $270,000.
Instrumentation	Not to Exceed $70,000.
Automation	Not to Exceed $20,000.
4 – 400 HP Motors (Supply Only)	Not to Exceed $160,000.
2 – HVAC Units	Do Not include in CCA.
Unforeseen Conditions	Balance of Allowance

SKE – 1 Provide labor and Materials to install 4 - 400 HP Motors – 2 at each Booster Station, to be included in Base Bid.

SKE – 2 Supply and Install 2 – Heating and Cooling Units to be included in the Base Bid.

Existing VFDs and 400 HP Motors that are removed are to be delivered to the City of Santa Fe Storage Location on Fairly and Airport Road, Santa Fe, New Mexico

Latitude: 35° 37' 55.15" N
Longitude: 106° 2' 44.62" W

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein. Each bidder shall acknowledge receipt of this addendum on the Bid Proposal Form in the space provided.

End of Addendum

SCOPE OF WORK - BOOSTER PUMP MOTOR REPLACEMENT

1. CONTRACTOR SHALL INCLUDE IN THE BASE BID REQUIRED LABOR AND MATERIALS TO REMOVE AND REPLACE TWO EXISTING 400 HORSEPOWER BOOSTER PUMP MOTORS.
2. PURCHASE OF THE MOTORS AND DELIVERY TO THE SHALL BE BY CASH ALLOWANCE. THE REQUIRED CASH ALLOWANCE AMOUNT FOR PURCHASE AND DELIVERY OF THE PUMP MOTORS SHALL BE PROVIDED TO ALL BIDDERS AND SHALL BE INCLUDED IN EACH CONTRACTOR'S BID.
3. CASH ALLOWANCE SHALL INCLUDE ONLY THE PURCHASE AND DELIVERY OF THE PUMP MOTORS.
4. BASE BID WORK SHALL INCLUDE THE FOLLOWING:
   - A. REMOVAL OF EXISTING PUMP MOTORS AND DELIVERY TO OWNER STORAGE YARD IN SANTA FE.
   - B. FURNISH AND INSTALL NEW PUMP MOTORS AS PROVIDED UNDER CASH ALLOWANCE.
   - C. ELECTRICAL DISCONNECT AND RECONNECT OF MOTOR POWER AND CONTROLS.
   - D. START UP, TESTING, AND COMMISSIONING OF NEW PUMP MOTORS AND VFD'S.

TITLE SHEET

BUCKMAN BOOSTER STATION VFD REPLACEMENT

PEAK POWER ENGINEERING
1309 AGUA FRIA SANTA FE, NM 87505 TF (505) 982-7071 EMAIL:powereng@earthlink.net

E3-0 AND E4-0
NO SCALE
5/30/20
20018

SKE-1

UNDER BASE BID, CONTRACTOR SHALL FURNISH AND INSTALL HEATING AND COOLING EQUIPMENT AS SCHEDULED BELOW. BASE BID WORK SHALL INCLUDE REMOVAL OF EXISTING, PATCH AND REPAIR, INSTALLATION OF NEW UNIT INCLUDING ELECTRICAL AND PIPING. BASE BID WORK SHALL ALSO INCLUDE TESTING AND COMMISSIONING OF SYSTEM.

HEATING AND COOLING EQUIPMENT SCHEDULE

DESCRIPTION	MANUFACTURER	MODEL NUMBER	VOLTS	PHASE	MINIMUM CKT AMPS	MAX OCP	COMMENTS
HVAC INDOOR UNIT	CARRIER	40MAQB36B-3	240	1	2		COOLING ONLY
HVAC OUTDOOR UNIT	CARRIER	38MAQB36R-3	240	1	25	35	COOLING ONLY
UNIT HEATER	QMARK	MUH-102	240	1	42	60	24 VAC TSTAT
WALL MOUNTING BRACKET	QMARK	MMB10					
EXHAUST FAN	MATCH EXISTING		240	1	15	20	

ELECTRICAL PLAN - NEW WORK

BUCKMAN BOOSTER STATION VFD REPLACEMENT

PEAK POWER ENGINEERING

1309 AGUA FRIA SANTA FE, NM 87505 TF (505) 982-7071 EMAIL:powereng@earthlink.net

E3-2 AND E4-2
NO SCALE
5/30/20
20018

SKE-2

Bid Proposal Form

PROJECT IDENTIFICATION: Buckman Booster Stations #3 and #4
VFD Replacement

THIS BID IS SUBMITTED TO: City of Santa Fe
Public Utilities Administration

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 This Bid will remain subject to acceptance until 60 days after the day of Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. 1 Title: VFD Replacement Addendum #1 Date: May 20, 2020

No. 2 Title: VFD Replacement Addendum #2 Date: June 3, 2020

B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work;

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

F. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.

G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID Seven Hundred Seventy Four Thousand Six Hundred Four dollars $ 774,604.00

New Mexico Gross Receipts Tax 7.125 % rate, estimate $ 55,190.54

Gross Receipt Taxes are excluded from the above base bid prices and will be billed as a separate added amount at the time of each pay request, and at the rate applicable at the time of billing. The Proposer acknowledges that the following Cash Contingency Allowance ($550,000.00) is included in the Base Bid.

CASH CONTINGENCY ALLOWANCE ($550,000.00).

A. Include in the Base Bid, a stipulated amount of $550,000 (five hundred, fifty thousand dollars).

B. Costs for the following items will be taken from this allowance:

VFDs	Not to Exceed $270,000.
Instrumentation	Not to Exceed $70,000.
Automation	Not to Exceed $20,000.
4-400 HP Motors (Supply Only)	Not to Exceed $160,000.
2 - HVAC Units	Do not include in CCA
Unforseen Conditions	Balance of Allowance

C. Contractor to include insurance, taxes, bonding, overhead and profit in Base Bid.

D. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, bonding, equipment rental, overhead and profit will be included in authorized expenditure of funds from the Contingency.

E. New Mexico Gross Receipts Tax is not included in amount.

F. Funds will be drawn from Cash Contingency Allowance only at Engineers's authorization.

G. Any unused funds will be deleted from the project by change order.

5.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run and completed and ready for final within 210 calendar days after the date when the Contract Times commence to run.

6.01 The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner.

SUBMITTED ON: June 10, 2020

SUBMITTED BY: _____

signature (attach evidence of authority to sign for partnerships or corporation)

Will Humbard - Presdident

name and title

Firm Name: HEI, Inc.

Firm Address: 3800 Vassar Dr NE
Albuquerque, NM 87107

(Seal, if bid is by a corporation)

HEI, INC. CORPORATE SEAL 1998 NEW MEXICO

New Mexico Contractor's License No. 61439

Classification: EE98/EL01/ES07/GB98

Bid Proposal Form

PROJECT IDENTIFICATION: Buckman Booster Stations #3 and #4
VFD Replacement

THIS BID IS SUBMITTED TO: City of Santa Fe
Public Utilities Administration

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 This Bid will remain subject to acceptance until 60 days after the day of Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. 1 Title: Addendum #1 Date: 5/20/2020

No. 2 Title: Addendum #2 Date: 6/3/2020

B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work;

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

F. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.

G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Eight hundred eighty-eight thousand, one hundred forty-six dollars and eighty-eight cents

BASE BID _____ $ 888,146.88

New Mexico Gross Receipts Tax 7.125 % rate, estimate $ 63,280.47

Gross Receipt Taxes are excluded from the above base bid prices and will be billed as a separate added amount at the time of each pay request, and at the rate applicable at the time of billing. The Proposer acknowledges that the following Cash Contingency Allowance ($550.000.00) is included in the Base Bid.

CASH CONTINGENCY ALLOWANCE ($550,000.00).

A. Include in the Base Bid, a stipulated amount of $550,000 (five hundred, fifty thousand dollars).

B. Costs for the following items will be taken from this allowance:

VFDs	Not to Exceed $270,000.
Instrumentation	Not to Exceed $70,000.
Automation	Not to Exceed $20,000.
4-400 HP Motors (Supply Only)	Not to Exceed $160,000.
2 - HVAC Units	Do not include in CCA
Unforseen Conditions	Balance of Allowance

C. Contractor to include insurance, taxes, bonding, overhead and profit in Base Bid.

D. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, bonding, equipment rental, overhead and profit will be included in authorized expenditure of funds from the Contingency.

E. New Mexico Gross Receipts Tax is not included in amount.

F. Funds will be drawn from Cash Contingency Allowance only at Engineers's authorization.

G. Any unused funds will be deleted from the project by change order.

5.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run and completed and ready for final within 210 calendar days after the date when the Contract Times commence to run.

6.01 The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner.

SUBMITTED ON: June 10, 2020

SUBMITTED BY: _____

signature (attach evidence of authority to sign for partnerships or corporation)

Scott Burson, Vice-President

name and title

Firm Name: Great Western Electrical, Inc.

Firm Address: 3310 Girard Blvd NE

(Seal, if bid is by a corporation)

New Mexico Contractor's License No. 93237

Classification: EL1, EE98

City of Santa Fe

Sangre De Cristo Water Company
Buckman Booster Stations #3 and #4
VFD Replacement
Pre-Bid Meeting
May 27, 2020

Initials	Name	Representing	Phone	email
BV	Bill Velasquez	HEI, Inc.	505-553-5431	bvelasquez@heinm.com
	Norm Berget	HEI, Inc.	505-980-5817	nberget@heinm.com
	Craig Goodwin	HEI, Inc.	505-228-6751	
SB	Scott Burson	Great Western Electric	505-881-6525	sburson@nmgwe.com
	Danny Burson	Great Western Electric	505-881-6525	dburson@nmgwe.com
	Russell Herring	B and D Industries	505-991-6622	russellh@banddindustries.com
	~~Will Jobe~~	B and D Industries	505-	will@banddindustries.com
	~~Joseph Harrison~~	B and D Industries	505-	Jharrison@banddindustries.com
SW	SAMUEL URIOSTE	B & D INDUSTRIES	505-307-3203	SURIOSTE505@
DJ	Dave Johnson	Border States	505-366-8406	djohnson@borderststes.com
	~~Albert Ledesma~~	Border States	915-637-1001	aledesma@borderststes.com
	Sebastian Rabo	Wunderlich-Malec	505-991-3017	sebastian.rabo@wmeng.com
	Jonathan Montoya	City of Santa Fe / Water Division	505-955-4373	jmmontoya@santafenm.gov
	Alex Gamino	City of Santa Fe / Water Division	505-955-4375	aegamino@santafenm.gov
	Dave Gonzales	Peak Power Engineering	505-982-7071	powereng@earthlink.net
MF	Michel Fidel	M & E Engineering	505-983-2389	michel@mneengineering.com

CITY OF SANTA FE

PUBLIC UTILITIES DEPARTMENT

BUCKMAN BOOSTER STATION N0. 3

VFD REPLACEMENT

MAY 1, 2020

LIST OF DRAWINGS

E1-0	TITLE SHEET
E1-1	ELECTRICAL DEMOLITION PLAN
E1-2	ELECTRICAL POWER PLAN - NEW WORK
E1-3	ELECTRICAL ONE - LINE DIAGRAM
I1-1	INSTRUMENTATION AND CONTROL PLAN
I1-2	PROCESS AND INSTRUMENTATION DIAGRAM

GENERAL ELECTRICAL NOTES

1. WORK COVERED BY THESE DRAWINGS CONSISTS OF FURNISHING ALL LABOR, EQUIPMENT, SUPPLIES AND MATERIALS, AND PERFORMING ALL OPERATIONS, INCLUDING CUTTING, CHANNELING, AND UNDERGROUND SYSTEMS AS INDICATED.
2. ALL ELECTRICAL WORK SHALL BE PERFORMED IN A NEAT AND WORKMAN LIKE MANNER IN FULL ACCORDANCE WITH NATIONAL ELECTRICAL CODE (NEC), NATIONAL ELECTRIC SAFETY CODE (NESC), AND LOCAL AND STATE SAFETY CODES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL COORDINATION WITH UTILITY COMPANIES. VERIFY EXACT REQUIREMENTS PRIOR TO ROUGH-IN. THERE SHALL BE NO EXTRA COSTS TO THE OWNER FOR CONTRACTOR'S FAILURE TO COORDINATE UTILITY REQUIREMENTS.
4. SHOULD THE CONTRACTOR DETECT ANY DISCREPANCIES BETWEEN CONTRACT DOCUMENTS AND LEGAL OR SAFETY REQUIREMENTS FOR THE PROJECT, HE SHALL PROMPTLY NOTIFY THE ENGINEER IN WRITING. ONCE NOTIFIED, THE ENGINEER SHALL MODIFY THE CONTRACT DOCUMENTS ACCORDINGLY. IF THE CONTRACTOR PROCEEDS WITH ANY WORK WHICH IS IN VARIANCE OF KNOWN LEGAL OR SAFETY REQUIREMENTS, THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THIS WORK AND SHALL PROMPTLY CORRECT THE WORK WHEN NOTIFIED WITHOUT ADDITIONAL COST TO THE OWNER.
5. APPROVED WIRING METHODS:
   A. UNDERGROUND INSTALLATIONS SHALL BE COPPER BUILDING WIRE IN SCHEDULE 40 PVC CONDUIT.
   B. EXPOSED INSTALLATION IN PROCESS AREAS SHALL BE COPPER BUILDING WIRE IN RIGID METALLIC CONDUIT.
   C. EXPOSED INSTALLATIONS IN NON-PROCESS AREAS SHALL BE COPPER BUILDING WIRE IN RIGID METAL CONDUIT.
6. NOT USED
7. ALL WIRING SHALL BE COPPER, XHHW-2 INSULATION. MINIMUM CONDUCTOR SIZE SHALL BE #12.
8. EXTERIOR WIRING AND DEVICES SHALL BE INSTALLED IN CONDUIT WITH WEATHER-TIGHT FITTINGS AND IN WEATHER-TIGHT BOXES.
9. ALL METALLIC RACEWAY IN CONTACT WITH EARTH SHALL BE COATED. PROVIDE EITHER PLASTIBOND OR 2 LAYERS SCOTCH #51 HALF-LAPPED.

SCOPE OF WORK - BOOSTER PUMP MOTOR REPLACEMENT

1. TWO EXISTING 400 HORSEPOWER BOOSTER PUMP MOTORS TO BE REMOVED AND REPLACED WITH NEW BY BOOSTER PUMP SYSTEM CONTRACTOR SELECTED BY OWNER.
2. THE REQUIRED CASH ALLOWANCE AMOUNT FOR REPLACEMENT OF THE PUMP MOTORS SHALL BE PROVIDED TO ALL BIDDERS AND SHALL BE INCLUDED IN EACH CONTRACTOR'S BID.
3. CASH ALLOWANCE SHALL INCLUDE ONLY THE WORK PROVIDED BY THE PUMP SYSTEM CONTRACTOR:
   A. REMOVAL OF EXISTING PUMP MOTORS AND DISPOSAL OFF SITE.
   B. FURNISH AND INSTALL NEW PUMP MOTORS AS SPECIFIED BY THE OWNER.
   C. START UP, TESTING, AND COMMISSIONING OF NEW PUMP MOTORS AND VFD'S.
   D. CASH ALLOWANCE INCLUDES ONLY MECHANICAL AND PLUMBING WORK ASSOCIATED WITH PUMP MOTOR REPLACEMENT.
4. ELECTRICAL DISCONNECT AND RECONNECT OF MOTOR POWER AND CONTROLS SHALL BE INCLUDED IN BASE BID WORK.

SCOPE OF WORK - RTU CABINET

1. NEW RTU CABINET SHALL BE FURNISHED BY CONTRACTOR THROUGH DIRECT PURCHASE FROM YUKON AND ASSOCIATES, ALBUQUERQUE. CASH ALLOWANCE AMOUNT FOR PURCHASE OF COMPLETE RTU CABINET SHALL BE PROVIDED TO ALL BIDDERS AND SHALL BE INCLUDED IN EACH CONTRACTOR'S BID.
2. CASH ALLOWANCE SHALL INCLUDE ONLY THE PURCHASE OF THE RTU CABINET FROM YUKON AND ASSOCIATES AND SERVICES BY YUKON TECHNICIANS FOR ON-SITE START-UP, TESTING, AND COMMISSIONING. ALL OTHER WORK RELATED TO THE RTU CABINET AS DESCRIBED BELOW AND AS REQUIRED FOR COMPLETE OPERATIONAL SYSTEM SHALL BE INCLUDED IN THE CONTRACTOR'S BASE BID.
3. CONTRACTOR SHALL REMOVE EXISTING RTU CABINET AND SALVAGE TO OWNER FOR RE-USE AT ALTERNATE SITE.
4. CONTRACTOR SHALL INSTALL NEW RTU CABINET FURNISHED BY YUKON AND ASSOCIATES UNDER CASH ALLOWANCE.
5. CONTRACTOR SHALL FURNISH AND INSTALL INSTRUMENTATION, CONTROL, AND NETWORK WIRING AND RACEWAY AS INDICATED ON THE DRAWINGS.
6. CONTRACTOR SHALL TERMINATE INSTRUMENTATION, CONTROL, AND NETWORK WIRING AS SHOWN OF EQUIPMENT SHOP DRAWINGS AND AS DIRECTED BY RTU CABINET FACTORY REPRESENTATIVE.
7. CONTRACTOR SHALL INCLUDE IN HIS BID, SERVICES FOR ASSISTING YUKON AND ASSOICATES WITH START-UP, TESTING, AND COMMISSIONING SERVICES.

SCOPE OF WORK - VARIABLE FREQUENCY DRIVES (VFD)

1. REMOVE EXISTING VFD CABINETS AND SALVAGE TO OWNER FOR RE-USE AT ALTERNATE SITE. SALVAGED MATERIALS SHALL BE DELIVERED TO CITY STORAGE FACILITY AT FAIRLY ROAD AND AIRPORT ROAD IN SANTA FE.
2. FURNISH NEW VFD CABINETS UNDER CASH ALLOWANCE. CONTACT: BORDER STATES ELECTRIC. DAVID JOHNSON FOR BILL OF MATERIALS AND PRICE QUOTE. THE VFD PACKAGE FURNISHED BY THE CONTRACTOR SHALL INCLUDE THE SERVICES OF A FACTORY REPRESENTATIVE FOR START-UP, TESTING, AND COMMISSIONING SERVICES.
3. UNDER BASE BID, INSTALL AND CONNECT NEW VFD CABINETS FURNISHED UNDER CASH ALLOWANCE. CONTRACTOR BASE BID SHALL ALSO INCLUDE TIME AND MATERIALS TO SUPPORT FACTORY REP WITH START-UP AND COMMISSIONING.
4. INSTALL NEW 480VAC AND 120VAC CONDUIT AND CONDUCTORS AS SHOWN ON THE DRAWINGS. MAKE FINAL CONNECTIONS AS DIRECTED BY VFD EQUIPMENT FACTORY REPRESENTATIVE.

ENGINEER

PEAK POWER ENGINEERING, INC
1309 AGUA FRIA
SANTA FE, NEW MEXICO 87505
TELE # (505)-690-1653

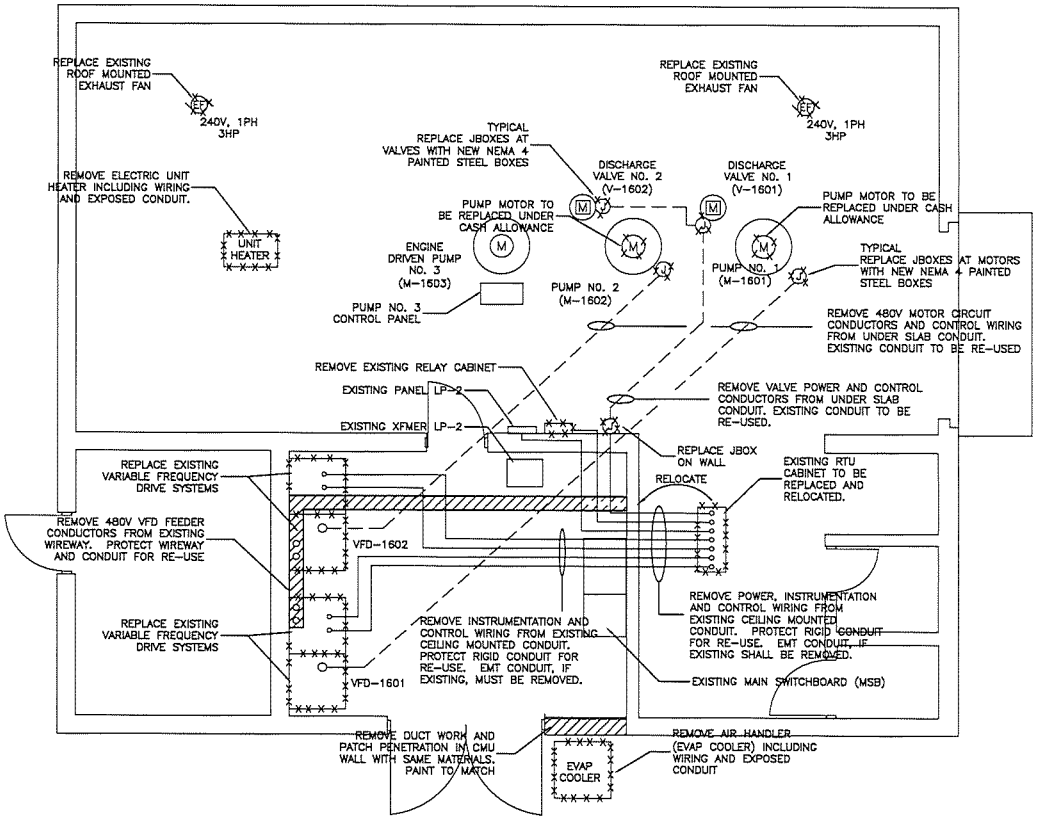
MECHANICAL & ELECTRICAL ENGINEERING, INC.
ALBUQUERQUE: 6417 INSPIRATION PL. NE ALBUQUERQUE, NM 87113 505/856-1199
SANTA FE: 1222 Luisa St., Suite B Santa Fe, New Mexico 87505 505/983-3388

CITY OF SANTA FE
BOOSTER STATION NO. 3
VFD REPLACEMENT
SANTA FE NEW MEXICO
ENGINEER'S PROJECT NO. 5018

DAVID M. GONZALES — NEW MEXICO — 9287 — COST BOOSTER 5/1/20 — PROFESSIONAL ENGINEER

SCALE - AS NOTED
DATE: MAY 1, 2020
DRAWN BY: DG
CHECKED BY: DG
P: PP: M: E:

SHEET NO.
E3-0



ELECTRICAL DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

MECHANICAL & ELECTRICAL ENGINEERING, INC.

ALBUQUERQUE: 6617 RIDGEWOOD PL. NE ALBUQUERQUE, NM 87113 505/856-1599

SANTA FE: 1222 Luisa St., Suite B Suite 14, New Mexico 87505 505/983-5299

CITY OF SANTA FE
BOOSTER STATION NO. 3
VFD REPLACEMENT

SANTA FE NEW MEXICO

ENGINEER'S PROJECT NO. 2019

DAVID M. GONZALES — NEW MEXICO — 9287 — PROFESSIONAL ENGINEER — 5/1/20

SCALE = AS NOTED

DATE: MAY 1, 2020

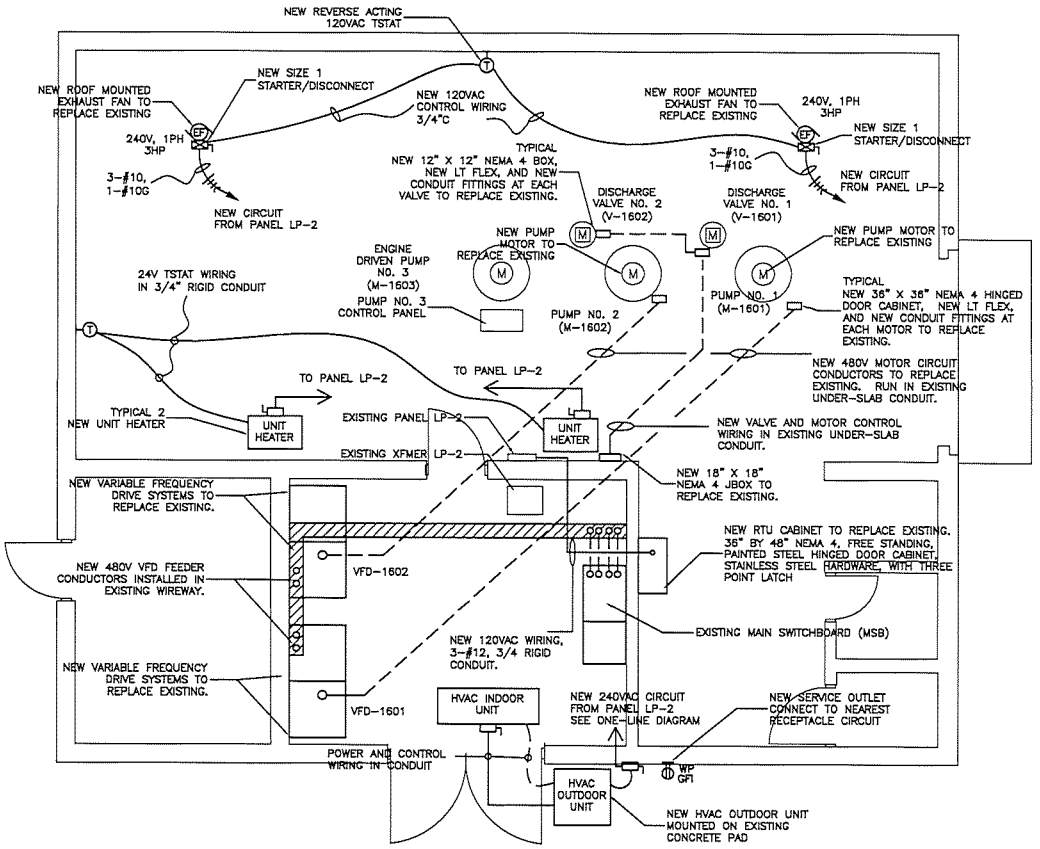
DRAWN BY: DC

CHECKED BY: DC

P: FP: M: E:

SHEET NO.

E3-1



ELECTRICAL PLAN - NEW WORK

SCALE 1/4" = 1'-0"

ELECTRICAL CONDUIT – EXPOSED

1. ALL EXPOSED CONDUIT IN PUMP AREA OF THE BUILDING SHALL BE RIGID METALLIC CONDUIT. FITTINGS AND COUPLINGS SHALL MATCH CONDUIT MATERIAL.
2. EXPOSED CONDUIT IN ELECTRICAL ROOM SHALL BE RIGID METALLIC CONDUIT. FITTINGS AND COUPLINGS SHALL MATCH CONDUIT MATERIAL.

ELECTRICAL CABINETS

1. ALL ELECTRICAL BOXES AND CABINETS SHALL BE NEMA 4 PAINTED STEEL WITH STAINLESS STEEL HARDWARE.

WIRE AND CABLE REQUIREMENTS

480VAC WIRE – XHHW-2, ORG, YEL, BRN

120VAC WIRE – XHHW-2, RED, WHITE

DC WIRE – XHHW-2, BLUE, BLUE W/WHITE STRIPE

ANALOG CABLE – BELDEN 9342, TWSH

CAT 6 – 4 PAIR DATA CABLE – ORANGE

HEATING AND COOLING EQUIPMENT SCHEDULE

DESCRIPTION	MANUFACTURER	MODEL NUMBER	VOLTS	PHASE	MINIMUM CKT AMPS	MAX OCP	COMMENTS
HVAC INDOOR UNIT	MITSUBUSHI	PCA-A42KA6	240	1	7		COOLING ONLY
HVAC OUTDOOR UNIT	MITSUBUSHI	PUY-A42NHA6	240	1	26	40	COOLING ONLY
UNIT HEATER	QMARK	MUH-102	240	1	42	60	24 VAC TSTAT
WALL MOUNTING BRACKET	QMARK	MMB10					
EXHAUST FAN	MATCH EXISTING		240	1	15	20	

MECHANICAL & ELECTRICAL ENGINEERING, INC.

ALBUQUERQUE: 9617 BROWNTON PL, NE ALBUQUERQUE, NM 87113 505/856-1599

SANTA FE: 1222 Luisa St., Suite B Suite 14, New Mexico 87505 505/983-1388

CITY OF SANTA FE
BOOSTER STATION NO. 3
VFD REPLACEMENT

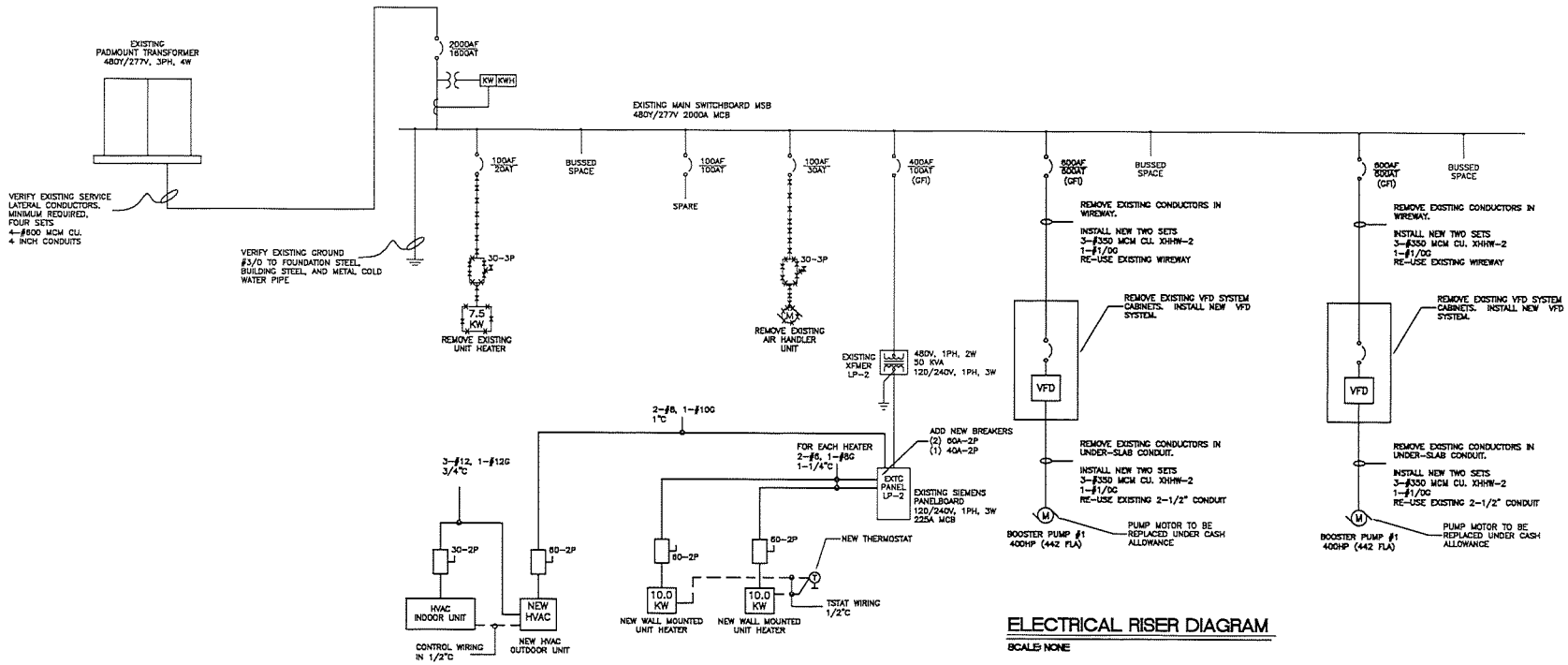
SANTA FE, NEW MEXICO

ENGINEER'S PROJECT NO. 6018

DAVID M. GONZALES
NEW MEXICO
12227
PROFESSIONAL ENGINEER
5/1/20

SCALE – AS NOTED
DATE: MAY 1, 2020
DRAWN BY: DG
CHECKED BY: DG
P: FP: M: E:

SHEET NO.
E3-2



ELECTRICAL RISER DIAGRAM

SCALE: NONE

Nameplate: EXISTING PANEL LP-2	Voltage L-L: 240 VOLTS	Voltage L-N: 120 VOLTS	1 PHASE, 3 WIRE
Fed From: PANEL MDP	BUS Rating: 225 Amps	Enclosure: NEMA 1	
	MCB or M.L.O.: MCB	Mounting: SURFACE	
	MCB Rating: 225A-2P Amps	Manufacturer: SIEMENS	
	AIC Rating: 10 K AIC	Model: PANELBOARD	
		Branch Breaker: PLUG-ON	

CIRCUIT DESCRIPTION	D	LOAD AMPS A	LOAD AMPS B	LOAD AMPS C	BKR TRIP	CCT NO	CCT PH	CCT NO	BKR TRIP	LOAD AMPS A	LOAD AMPS B	LOAD AMPS C	D	CIRCUIT DESCRIPTION
PUMP ROOM OUTLETS	2	9	----	----	20	1	A	2	20	8.	----	----	3	PUMP ROOM OUTLETS
PUMP ROOM LIGHTS	2	----	8.	----	20	3	B	4	20	----	6.	----	3	TELEMETER RM OUTLETS
TELEMETER RM LIGHTS	2	6.	----	----	20	5	A	6	20	6.	----	----	2	PERIMETER LIGHTS
CATHODIC PROTECTION	1	----	4.	----	20	7	B	8	20	----	8	----	1	UNUSED
CATHODIC PROTECTION	1	6	----	----	20	9	A	10	20	10	----	----	1	RESTROOM HEATER
WATER PUMP	9	----	9.	----	20	11	B	12	20*	----	10	----	1	
WATER HEATER	1	12.	----	----	30	13	A	14	20	10.	----	----	1	BATTERY ROOM HEATER
PUMP ROOM EXHAUST FAN	9	----	10.	----	20	15	B	16	20*	----	10	----	1	
	9	10.	----	----	20*	17	A	18	20	----	----	----		SPARE
PUMP ROOM EXHAUST FAN	9	----	10.	----	20	19	B	20	20*	----	----	----		SPARE
	9	10.	----	----	20*	21	A	22	40	25.	----	----	9	NEW HVAC UNIT
PREMIUM MONITOR	1	----	3.	----	20	23	B	24	20*	----	38.	----	9	
SPARE		----	----	----	20	25	A	26	20	45.	----	----	1	PUMP ROOM NORTH HEATER
RTU CABINET	1	----	9	----	20	27	B	28	20*	----	42	----	1	
COOLER CONTACTOR	1	3.	----	----	20	29	A	30	60	42.	----	----	1	PUMP ROOM SOUTH HEATER
PUMP 1 - VCV	1	----	3.	----	20	31	B	32	20*	----	42	----	1	
PUMP 2 - VCV	1	6.	----	----	20	33	A	34	30	3.	----	----	1	GAS DETECTOR
WATER SOFTNER	1	----	7.	----	20	35	B	36	20	----	3	----	1	FLOW METER
BUSSED SPACE			----	----		37	A	38	20*			----		SPARE
BUSSED SPACE		----		----		39	B	40		----	----	----		BUSSED SPACE
BUSSED SPACE			----	----		41	A	42		----	----	----		BUSSED SPACE
		----	----	----						----	----	----		
		----	----	----						----	----	----		
Subtotal (Amps)		62.	87.	----						147.	147.	----		
Total (Amps)		208.	234.	----										

ACCESSORIES:	YES	NO
Copper Bus	X	
Service Entrance Rated		X
Door in Door	X	
Thru-Feed Lugs		X
Tap Shorts		X
Sodium Shorts		X

LOAD SUMMARY			
Load Category	Dem. (KVA)	Dem Factor	Cnctd (KVA)
Demand	33.38	1.00	33.38
Lighting	4.80	1.20	3.84
Receptacles	1.44	1.00	1.44
User 1	0.00	0.00	0.00
User 2	0.00	1.00	0.00
Motors	109.91	0.90	122.12
Largest Motor	0.00	1.20	0.00
Total KVA	80.91		98.76
Total Amps	210.45		211.36

Nameplate: EXISTING SWBD MSB	Voltage L-L: 480 VOLTS	Voltage L-N: 277 VOLTS	3 PHASE, 4 WIRE
Fed From: PAD XFMER	BUS Rating: 2000 Amps	Enclosure: NEMA 1	
	MCB or M.L.O.: MCB	Mounting: FREE STANDING	
	MCB Rating: 1600A-3P Amps	Manufacturer: SIEMENS	
	AIC Rating: 65 K AIC	Model: SWITCHBOARD	
		Branch Breaker: BOLT-ON	

Circuit Description	D	LOAD AMPS A	LOAD AMPS B	LOAD AMPS C	Breaker Frame	Breaker Trip	Comments
NOT USED					100	20-3P	
NOT USED					100	20-3P	
EXTG XFMER LP-2		80.5	92.7	-	400	100-3P	
BOOSTER PUMP #1		442.	442.	442.	600	600-3P	
BOOSTER PUMP #2		442.	442.	442.	600	600-3P	
Total (Amps)		974.5	976.7	884.			

LOAD SUMMARY

ACCESSORIES:	YES	NO
Copper Bus	X	
Service Entrance Rated		X
Door in Door		X

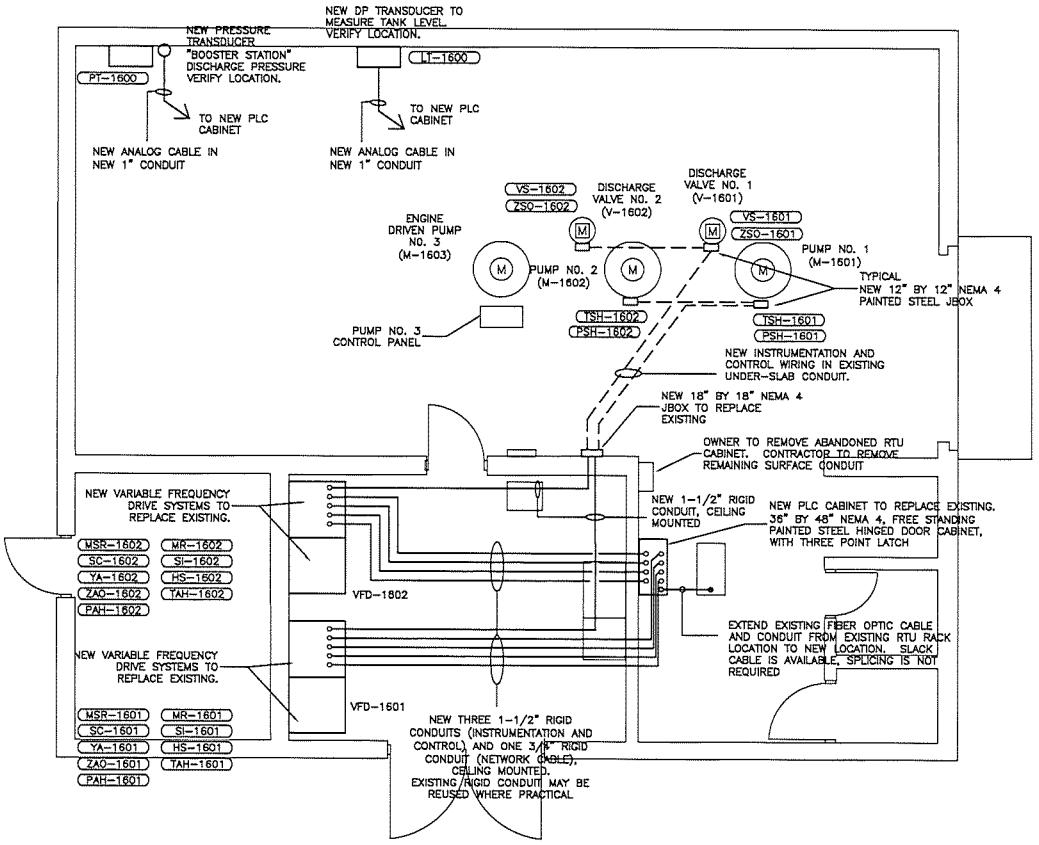
Load Category	Dem. (KVA)	Dem Factor	Cnctd (KVA)	Load Category
	33.38	1.00	33.38	General
	4.80	1.20	3.84	Lighting
	1.44	1.00	1.44	Receptacles
	0.00	0.00	0.00	User 1
	0.00	1.00	0.00	User 2
	360.45	0.95	379.42	Motors
	459.13	1.25	367.30	Largest Motor
	859.16		785.38	Total KVA
	1234.66		945.77	Total Amps

MECHANICAL & ELECTRICAL ENGINEERING, INC.
ALBUQUERQUE: 8617 WASHINGTON PL. NE
ALBUQUERQUE, NM 87113 505/856-1998
SANTA FE: 1222 Luisa St., Suite B
Suite 7-L, New Mexico 87505 505/983-1369

CITY OF SANTA FE
BOOSTER STATION NO. 3
VFD REPLACEMENT
SANTA FE, NEW MEXICO
ENGINEER'S PROJECT NO. 8018

DAVID M. GONZALES
NEW MEXICO
9281
PROFESSIONAL ENGINEER
5/1/20

SCALE - AS NOTED
DATE: MAY 1, 2020
DRAWN BY: DG
CHECKED BY: DG
P: FP: M: E:
SHEET NO.
E3-3



INSTRUMENTATION AND CONTROL PLAN

SCALE 1/4" = 1'-0"

ELECTRICAL CONDUIT – EXPOSED
1. ALL EXPOSED CONDUIT IN PUMP AREA OF THE BUILDING SHALL BE RIGID METALLIC CONDUIT. FITTINGS AND COUPLINGS SHALL MATCH CONDUIT MATERIAL.
2. EXPOSED CONDUIT IN ELECTRICAL ROOM SHALL BE RIGID METALLIC CONDUIT. FITTINGS AND COUPLINGS SHALL MATCH CONDUIT MATERIAL.
ELECTRICAL CABINETS
1. ALL ELECTRICAL BOXES AND CABINETS SHALL BE NEMA 4 PAINTED STEEL WITH STAINLESS STEEL HARDWARE.
WIRE AND CABLE REQUIREMENTS
480VAC WIRE – XHHW-2, ORG, YEL, BRN
120VAC WIRE – XHHW-2, RED, WHITE
DC WIRE – XHHW-2, BLUE, BLUE W/WHITE STRIPE
ANALOG CABLE – BELDEN 9342, TWSH
CAT 6 – 4 PAIR DATA CABLE – ORANGE

INSTRUMENTATION TAG AND LABEL NUMBERS AS SHOWN ARE FOR BIDDING PURPOSES ONLY.

CONTRACTOR SHALL LABEL ALL WIRING AND DEVICES PER INSTRUMENTATION CABINET SHOP DRAWINGS

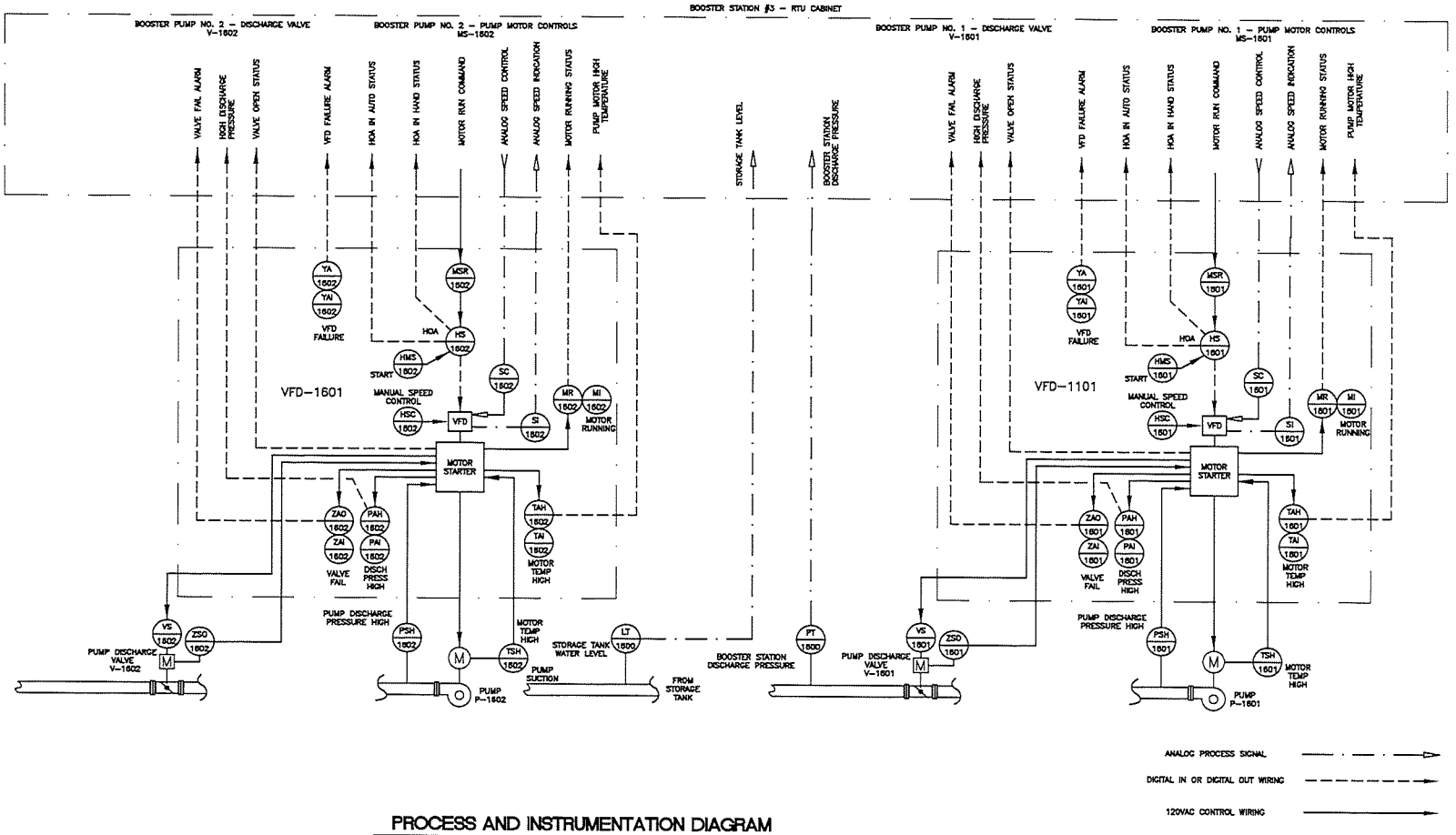
MECHANICAL & ELECTRICAL ENGINEERING, INC.
ALBUQUERQUE: 6617 INGERTON PL. NE ALBUQUERQUE, NM 87113 505/858-1919
SANTA FE: 1222 Luisa St., Suite B Santa Fe, New Mexico 87505 505/983-5309

CITY OF SANTA FE
BOOSTER STATION NO. 3
VFD REPLACEMENT
SANTA FE NEW MEXICO
ENGINEER'S PROJECT NO. 5018

DAVID M. GONZALES 12201 PROFESSIONAL ENGINEER 5/1/20

SCALE - AS NOTED
DATE: MAY 1, 2020
DRAWN BY: DC
CHECKED BY: DC

SHEET NO.
I3-1



PROCESS AND INSTRUMENTATION DIAGRAM

SCALE: NONE

INSTRUMENTATION TAG AND LABEL NUMBERS AS SHOWN ARE FOR BIDDING PURPOSES ONLY.

CONTRACTOR SHALL LABEL ALL WIRING AND DEVICES PER INSTRUMENTATION CABINET SHOP DRAWINGS

MECHANICAL & ELECTRICAL ENGINEERING, INC.

CITY OF SANTA FE
BOOSTER STATION NO. 3
VFD REPLACEMENT
SANTA FE NEW MEXICO

SCALE - AS NOTED
DATE: MAY 1, 2020
DRAWN BY: DC
CHECKED BY: DC

SHEET NO.
I3-2

CITY OF SANTA FE

PUBLIC UTILITIES DEPARTMENT

LIST OF DRAWINGS

E2-0	TITLE SHEET
E2-1	ELECTRICAL DEMOLITION PLAN
E2-2	ELECTRICAL POWER PLAN - NEW WORK
E2-3	ELECTRICAL ONE - LINE DIAGRAM
I2-1	INSTRUMENTATION AND CONTROL PLAN
I2-2	PROCESS AND INSTRUMENTATION DIAGRAM

BUCKMAN BOOSTER STATION N0. 4

VFD REPLACEMENT

MAY 1, 2020

GENERAL ELECTRICAL NOTES

1. WORK COVERED BY THESE DRAWINGS CONSISTS OF FURNISHING ALL LABOR, EQUIPMENT, SUPPLIES AND MATERIALS, AND PERFORMING ALL OPERATIONS, INCLUDING CUTTING, CHANNELING, AND UNDERGROUND SYSTEMS AS INDICATED.
2. ALL ELECTRICAL WORK SHALL BE PERFORMED IN A NEAT AND WORKMAN LIKE MANNER IN FULL ACCORDANCE WITH NATIONAL ELECTRICAL CODE (NEC), NATIONAL ELECTRIC SAFETY CODE (NESC), AND LOCAL AND STATE SAFETY CODES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL COORDINATION WITH UTILITY COMPANIES. VERIFY EXACT REQUIREMENTS PRIOR TO ROUGH-IN. THERE SHALL BE NO EXTRA COSTS TO THE OWNER FOR CONTRACTOR'S FAILURE TO COORDINATE UTILITY REQUIREMENTS.
4. SHOULD THE CONTRACTOR DETECT ANY DISCREPANCIES BETWEEN CONTRACT DOCUMENTS AND LEGAL OR SAFETY REQUIREMENTS FOR THE PROJECT, HE SHALL PROMPTLY NOTIFY THE ENGINEER IN WRITING. ONCE NOTIFIED, THE ENGINEER SHALL MODIFY THE CONTRACT DOCUMENTS ACCORDINGLY. IF THE CONTRACTOR PROCEEDS WITH ANY WORK WHICH IS IN VARIANCE OF KNOWN LEGAL OR SAFETY REQUIREMENTS, THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THIS WORK AND SHALL PROMPTLY CORRECT THE WORK WHEN NOTIFIED WITHOUT ADDITIONAL COST TO THE OWNER.
5. APPROVED WIRING METHODS:
   A. UNDERGROUND INSTALLATIONS SHALL BE COPPER BUILDING WIRE IN SCHEDULE 40 PVC CONDUIT.
   B. EXPOSED INSTALLATION IN PROCESS AREAS SHALL BE COPPER BUILDING WIRE IN RIGID METALLIC CONDUIT.
   C. EXPOSED INSTALLATIONS IN NON-PROCESS AREAS SHALL BE COPPER BUILDING WIRE IN RIGID METAL CONDUIT.
6. NOT USED
7. ALL WIRING SHALL BE COPPER, XHHW-2 INSULATION. MINIMUM CONDUCTOR SIZE SHALL BE #12.
8. EXTERIOR WIRING AND DEVICES SHALL BE INSTALLED IN CONDUIT WITH WEATHER-TIGHT FITTINGS AND IN WEATHER-TIGHT BOXES.
9. ALL METALLIC RACEWAY IN CONTACT WITH EARTH SHALL BE COATED. PROVIDE EITHER PLASTIBOND OR 2 LAYERS SCOTCH #51 HALF-LAPPED.

SCOPE OF WORK - BOOSTER PUMP MOTOR REPLACEMENT

1. TWO EXISTING 400 HORSEPOWER BOOSTER PUMP MOTORS TO BE REMOVED AND REPLACED WITH NEW BY BOOSTER PUMP SYSTEM CONTRACTOR SELECTED BY OWNER.
2. THE REQUIRED CASH ALLOWANCE AMOUNT FOR REPLACEMENT OF THE PUMP MOTORS SHALL BE PROVIDED TO ALL BIDDERS AND SHALL BE INCLUDED IN EACH CONTRACTOR'S BID.
3. CASH ALLOWANCE SHALL INCLUDE ONLY THE WORK PROVIDED BY THE PUMP SYSTEM CONTRACTOR:
   A. REMOVAL OF EXISTING PUMP MOTORS AND DISPOSAL OFF SITE.
   B. FURNISH AND INSTALL NEW PUMP MOTORS AS SPECIFIED BY THE OWNER.
   C. START UP, TESTING, AND COMMISSIONING OF NEW PUMP MOTORS AND VFD'S.
   D. CASH ALLOWANCE INCLUDES ONLY MECHANICAL AND PLUMBING WORK ASSOCIATED WITH PUMP MOTOR REPLACEMENT.
4. ELECTRICAL DISCONNECT AND RECONNECT OF MOTOR POWER AND CONTROLS SHALL BE INCLUDED IN BASE BID WORK.

SCOPE OF WORK - RTU CABINET

1. NEW RTU CABINET SHALL BE FURNISHED BY CONTRACTOR THROUGH DIRECT PURCHASE FROM YUKON AND ASSOCIATES, ALBUQUERQUE. CASH ALLOWANCE AMOUNT FOR PURCHASE OF COMPLETE RTU CABINET SHALL BE PROVIDED TO ALL BIDDERS AND SHALL BE INCLUDED IN EACH CONTRACTOR'S BID.
2. CASH ALLOWANCE SHALL INCLUDE ONLY THE PURCHASE OF THE RTU CABINET FROM YUKON AND ASSOCIATES AND SERVICES BY YUKON TECHNICIANS FOR ON-SITE START-UP, TESTING, AND COMMISSIONING. ALL OTHER WORK RELATED TO THE RTU CABINET AS DESCRIBED BELOW AND AS REQUIRED FOR COMPLETE OPERATIONAL SYSTEM SHALL BE INCLUDED IN THE CONTRACTOR'S BASE BID.
3. CONTRACTOR SHALL REMOVE EXISTING RTU CABINET AND SALVAGE TO OWNER FOR RE-USE AT ALTERNATE SITE.
4. CONTRACTOR SHALL INSTALL NEW RTU CABINET FURNISHED BY YUKON AND ASSOCIATES UNDER CASH ALLOWANCE.
5. CONTRACTOR SHALL FURNISH AND INSTALL INSTRUMENTATION, CONTROL, AND NETWORK WIRING AND RACEWAY AS INDICATED ON THE DRAWINGS.
6. CONTRACTOR SHALL TERMINATE INSTRUMENTATION, CONTROL, AND NETWORK WIRING AS SHOWN OF EQUIPMENT SHOP DRAWINGS AND AS DIRECTED BY RTU CABINET FACTORY REPRESENTATIVE.
7. CONTRACTOR SHALL INCLUDE IN HIS BID, SERVICES FOR ASSISTING YUKON AND ASSOICATES WITH START-UP, TESTING, AND COMMISSIONING SERVICES.

SCOPE OF WORK - VARIABLE FREQUENCY DRIVES (VFD)

1. REMOVE EXISTING VFD CABINETS AND SALVAGE TO OWNER FOR RE-USE AT ALTERNATE SITE. SALVAGED MATERIALS SHALL BE DELIVERED TO CITY STORAGE FACILITY AT FAIRLY ROAD AND AIRPORT ROAD IN SANTA FE.
2. FURNISH NEW VFD CABINETS UNDER CASH ALLOWANCE. CONTACT: BORDER STATES ELECTRIC, DAVID JOHNSON FOR BILL OF MATERIALS AND PRICE QUOTE. THE VFD PACKAGE FURNISHED BY THE CONTRACTOR SHALL INCLUDE THE SERVICES OF A FACTORY REPRESENTATIVE FOR START-UP, TESTING, AND COMMISSIONING SERVICES.
3. UNDER BASE BID, INSTALL AND CONNECT NEW VFD CABINETS FURNISHED UNDER CASH ALLOWANCE. CONTRACTOR BASE BID SHALL ALSO INCLUDE TIME AND MATERIALS TO SUPPORT FACTORY REP WITH START-UP AND COMMISSIONING.
4. INSTALL NEW 480VAC AND 120VAC CONDUIT AND CONDUCTORS AS SHOWN ON THE DRAWINGS. MAKE FINAL CONNECTIONS AS DIRECTED BY VFD EQUIPMENT FACTORY REPRESENTATIVE.

ENGINEER

PEAK POWER ENGINEERING, INC

1309 AGUA FRIA

SANTA FE, NEW MEXICO 87505

TELE # (505)-690-1653

MECHANICAL & ELECTRICAL ENGINEERING, INC.

SANTA FE: 1220 Luisa St., Suite H, Santa Fe, New Mexico 87505 505/983-1388

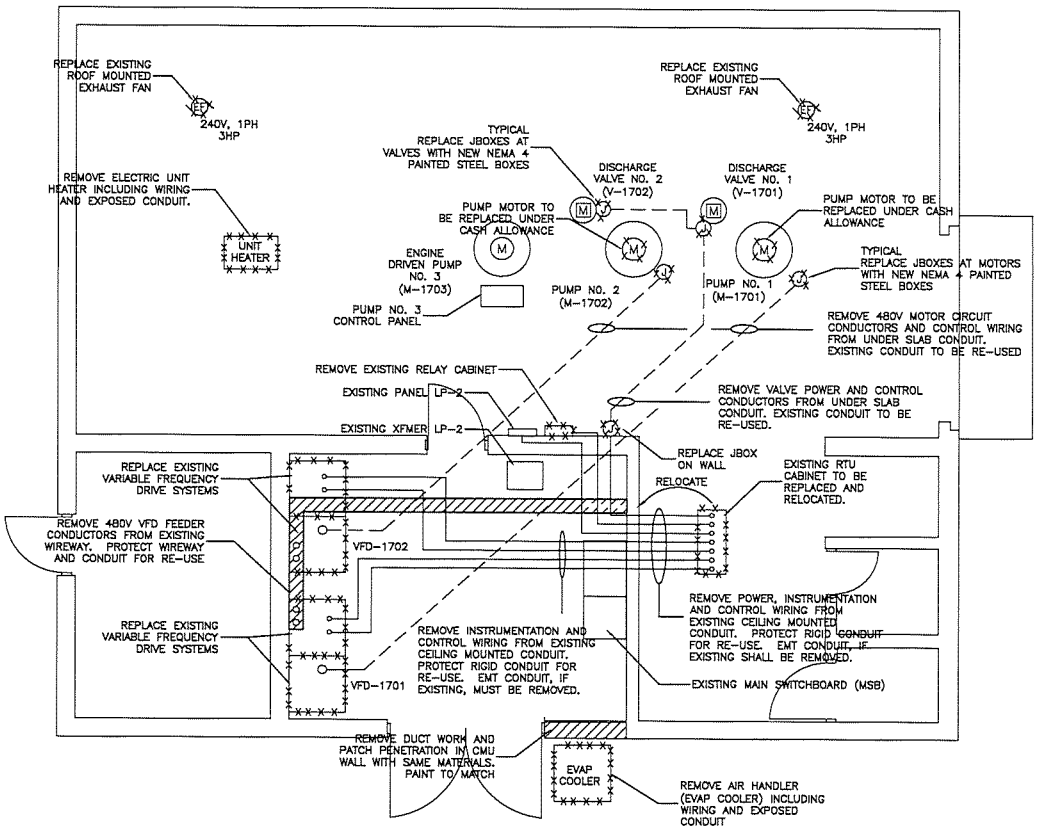
ALBUQUERQUE: 8417 WASHINGTON PL. NE, ALBUQUERQUE, NM 87113 505/856-1999

CITY OF SANTA FE
BOOSTER STATION NO. 4
VFD REPLACEMENT
SANTA FE NEW MEXICO

DAVID M. GONZALES, NEW MEXICO, 9201, DOSF DIRECTOR 5/1/20, PROFESSIONAL ENGINEER

SCALE - AS NOTED
DATE: MAY 1, 2020
DRAWN BY: DG
CHECKED BY: DG
P: FP: M: E:

SHEET NO.
E4-0



ELECTRICAL DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

MECHANICAL & ELECTRICAL ENGINEERING, INC.

ALBUQUERQUE: 6417 WASHINGTON PL. NE Albuquerque, NM 87113 505/856-1199

SANTA FE: 1221 Luisa St., Suite 8 Santa Fe, New Mexico 87505 505/983-1399

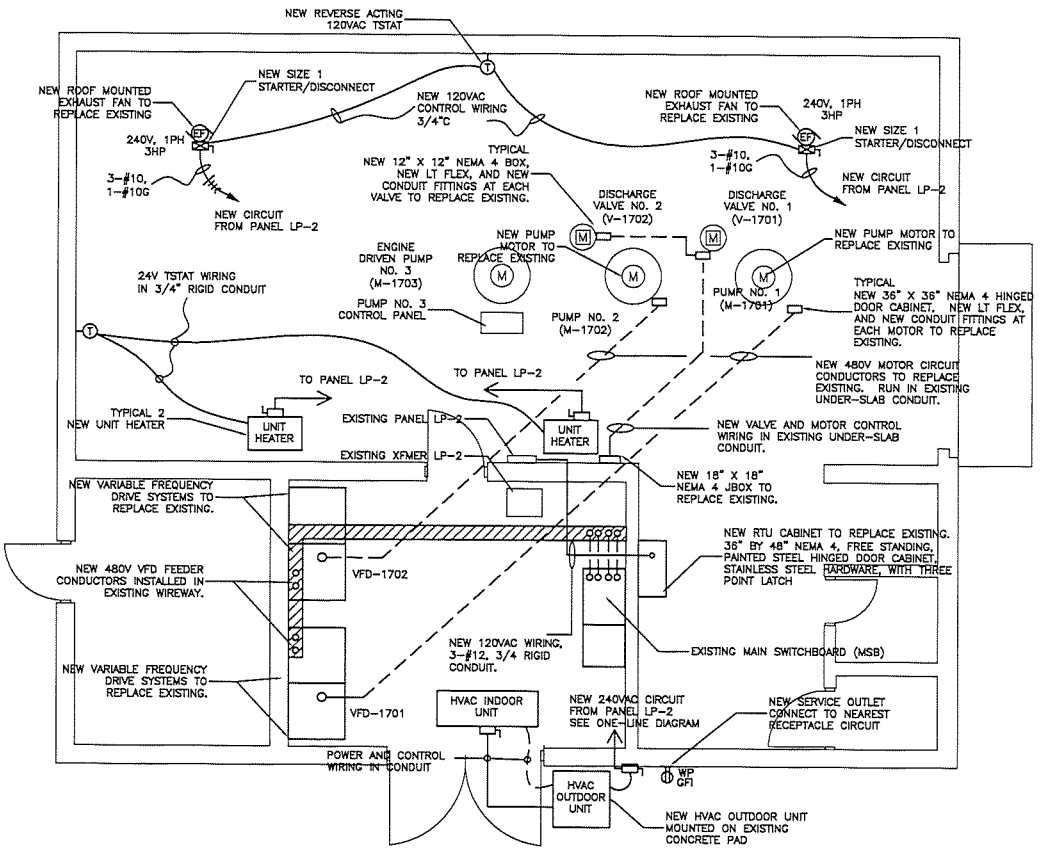
CITY OF SANTA FE
BOOSTER STATION NO. 4
VFD REPLACEMENT

SANTA FE NEW MEXICO

DAVID M. GONZALES NEW MEXICO 22377 PROFESSIONAL ENGINEER
DOSF BOOSTER 5/1/20

SCALE - AS NOTED
DATE: MAY 1, 2020
DRAWN BY: DC
CHECKED BY: DC
P: FP: M: E:

SHEET NO.
E4-1



ELECTRICAL PLAN - NEW WORK

SCALE: 1/4" = 1'-0"

ELECTRICAL CONDUIT - EXPOSED

1. ALL EXPOSED CONDUIT IN PUMP AREA OF THE BUILDING SHALL BE RIGID METALLIC CONDUIT. FITTINGS AND COUPLINGS SHALL MATCH CONDUIT MATERIAL.
2. EXPOSED CONDUIT IN ELECTRICAL ROOM SHALL BE RIGID METALLIC CONDUIT. FITTINGS AND COUPLINGS SHALL MATCH CONDUIT MATERIAL.

ELECTRICAL CABINETS

1. ALL ELECTRICAL BOXES AND CABINETS SHALL BE NEMA 4 PAINTED STEEL WITH STAINLESS STEEL HARDWARE.

WIRE AND CABLE REQUIREMENTS

480VAC WIRE - XHHW-2, ORG, YEL, BRN

120VAC WIRE - XHHW-2, RED, WHITE

DC WIRE - XHHW-2, BLUE, BLUE W/WHITE STRIPE

ANALOG CABLE - BELDEN 9342, TWSH

CAT 6 - 4 PAIR DATA CABLE - ORANGE

HEATING AND COOLING EQUIPMENT SCHEDULE

DESCRIPTION	MANUFACTURER	MODEL NUMBER	VOLTS	PHASE	MINIMUM CKT AMPS	MAX OCP	COMMENTS
HVAC INDOOR UNIT	MITSUBUSHI	PCA-A42KA6	240	1	2		COOLING ONLY
HVAC OUTDOOR UNIT	MITSUBUSHI	PUY-A42NHA6	240	1	26	40	COOLING ONLY
UNIT HEATER	QMARK	MUH-102	240	1	42	60	24 VAC TSTAT
WALL MOUNTING BRACKET	QMARK	MMB30					
EXHAUST FAN	MATCH EXISTING		240	1	15	20	

MECHANICAL & ELECTRICAL ENGINEERING, INC.

ALBUQUERQUE: 8417 WASHINGTON PL. NE ALBUQUERQUE, NM 87113 505/856-1599

SANTA FE: 1222 Llano St., Suite B Santa Fe, New Mexico 87505 505/983-1388

CITY OF SANTA FE
BOOSTER STATION NO. 4
VFD REPLACEMENT

SANTA FE NEW MEXICO

ENGINEER'S PROJECT NO. 2019

DAVID M. GONZALES
NEW MEXICO
REGISTERED PROFESSIONAL ENGINEER
DOSF BOOSTER 4
5/1/20

SCALE - AS NOTED

DATE: MAY 1, 2020

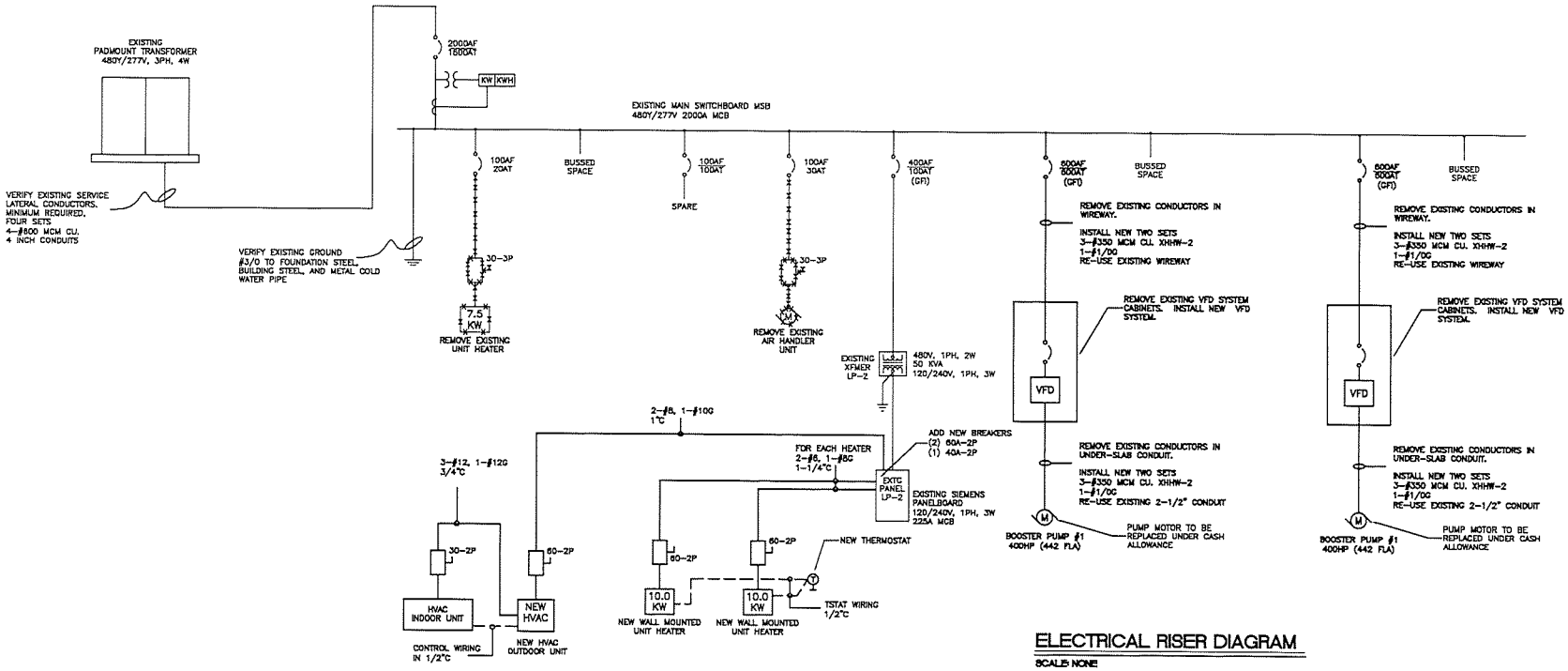
DRAWN BY: DC

CHECKED BY: DC

P: TP: M: E:

SHEET NO.

E4-2



ELECTRICAL RISER DIAGRAM

SCALE: NONE

Nameplate: EXISTING PANEL LP-2
Fed From: PWDS, MDP
Voltage L-L: 240 VOLTS 3Ø
Voltage L-N: 120 VOLTS
3 PHASE 3 WIRE
BUS Rating: 225 Amps
MCB or MLO: MCB
MCB Rating: 225A-3P Amps
AIC Rating: 10 K AIC
Enclosure: NEMA 1
Mounting: SURFACE
Manufacturer: SIEMENS
Model: PANELBOARD
Branch Breaker: PLUG ON

CIRCUIT DESCRIPTION	D C	LOAD AMPS A	B	C	BKR TR	CCT NO	P	CCT NO	BKR TR	LOAD AMPS A	B	C	D C	CIRCUIT DESCRIPTION
PUMPROOM LIGHTS	2	8	----	----	20	1	A	2	20	8	----	----	3	PUMPROOM OUTLETS
PUMPROOM LIGHTS	2	----	8	----	20	3	B	4	20	----	8	----	3	TELEMETER RM OUTLETS
TELEMETER RM LIGHTS	2	8	----	----	20	5	A	6	20	8	----	----	2	PERIMETER LIGHTS
CATHODIC PROTECTION	1	----	3	----	20	7	B	8	20	----	8	----	1	SPARE
CATHODIC PROTECTION	1	6	----	----	20	9	A	10	20	10	----	----	1	RESTROOM HEATER
WATER PUMP	3	----	3	----	20	11	B	12	2P	----	10	----	1	
WATER HEATER	1	12	----	----	30	13	A	14	30	10	----	----	1	BATTERY ROOM HEATER
PUMP ROOM EXHAUST FAN	3	----	10	----	30	15	B	16	2P	----	10	----	1	
	3	10	----	----	2P	17	A	18	20	----	----	----		SPARE
PUMP ROOM EXHAUST FAN	3	----	10	----	30	19	B	20	2P	----	----	----		SPARE
	3	10	----	----	2P	21	A	22	40	28	----	----	4	NEW HVAC UNIT
POWER MONITOR	1	----	3	----	20	23	B	24	1P	----	28	----	3	
SPARE				----	20	25	A	26	40	42	----	----	1	PUMP ROOM NORTH HEATER
R1U CABINET	1	----	3	----	20	27	B	28	2P	----	42	----	1	
COOLER CONTACTOR	1	3	----	----	20	29	A	30	40	42	----	----	1	PUMP ROOM SOUTH HEATER
PUMP 1 - PCV	1	----	3	----	20	31	B	32	2P	----	42	----	1	
PUMP 2 - PCV	1	6	----	----	20	33	A	34	20	3	----	----	1	VAN DETECTOR
WATER DEPTHER	1	----	7	----	20	35	B	36	30	----	3	----	1	FLOW METER
BUSSED SPACE				----		37	A	38	20	----	----	----		SPARE
BUSSED SPACE		----	----	----		39	B	40		----	----	----		BUSSED SPACE
BUSSED SPACE		----	----	----		41	A	42		----	----	----		BUSSED SPACE
		----	----	----			A			----	----	----		
		----	----	----			B			----	----	----		
Subtotal (Amps)		62	67	----						147	147	----		
Total (Amps)		209	214	----										

ACCESSORIES	YES	NO
Copper Bus	X	
Service Entrance Rated		X
Door in Door	X	
Thru-Feed Lugs		X
Top Starts		X
Bottom Starts		X

LOAD SUMMARY

Load Category	Dem (KVA)	Dem. Factor	Cnctd (KVA)
General	33.36	1.00	33.36
Lighting	4.80	1.25	3.84
Receptacles	1.44	1.00	1.44
User 1	0.00	0.00	0.00
User 2	0.00	1.00	0.00
Motors	10.91	0.95	12.12
Largest Motor	0.00	1.25	0.00
Total KVA	50.51		50.76
Total Amps	210.43		211.50

480 VOLTS
Voltage L-N: 277 VOLTS 3 PHASE, 4 WIRE
Nameplate: EXISTING SWBD MSB
Fed From: PAD XFMER
BUS Rating: 2000 Amps
MCB or MLO: MCB
MCB Rating: 1600A-3P Amps
AIC Rating: 65 K AIC
Enclosure: NEMA 1
Mounting: FREE STANDING
Manufacturer: SIEMENS
Model: SWITCHBOARD
Branch Breaker: BOLT-ON

Circuit Description	D C	LOAD AMPS A	B	C	Breaker Frame	Breaker Trip	Comments
NOT USED					100	20-3P	
NOT USED					100	30-3P	
EXTG XFMER LP-2		80.5	92.7		400	100-3P	
BOOSTER PUMP #1		442.	442.	442.	600	600-3P	
BOOSTER PUMP #2		442.	442.	442.	600	600-3P	
Total (Amps)		974.5	976.7	884.			

LOAD SUMMARY

ACCESSORIES:	YES	NO	Dem. (KVA)	Dem. Factor	Cnctd (KVA)	Load Category
Copper Bus	X		33.36	1.00	33.36	General
Service Entrance Rated		X	4.80	1.25	3.84	Lighting
Door in Door		X	1.44	1.00	1.44	Receptacles
			0.00	0.00	0.00	User 1
			0.00	1.00	0.00	User 2
			380.45	0.95	378.42	Motors
			459.13	1.25	367.30	Largest Motor
			859.18		783.36	Total KVA
			1634.66		945.77	Total Amps

REV	DATE	DESCRIPTION	BY

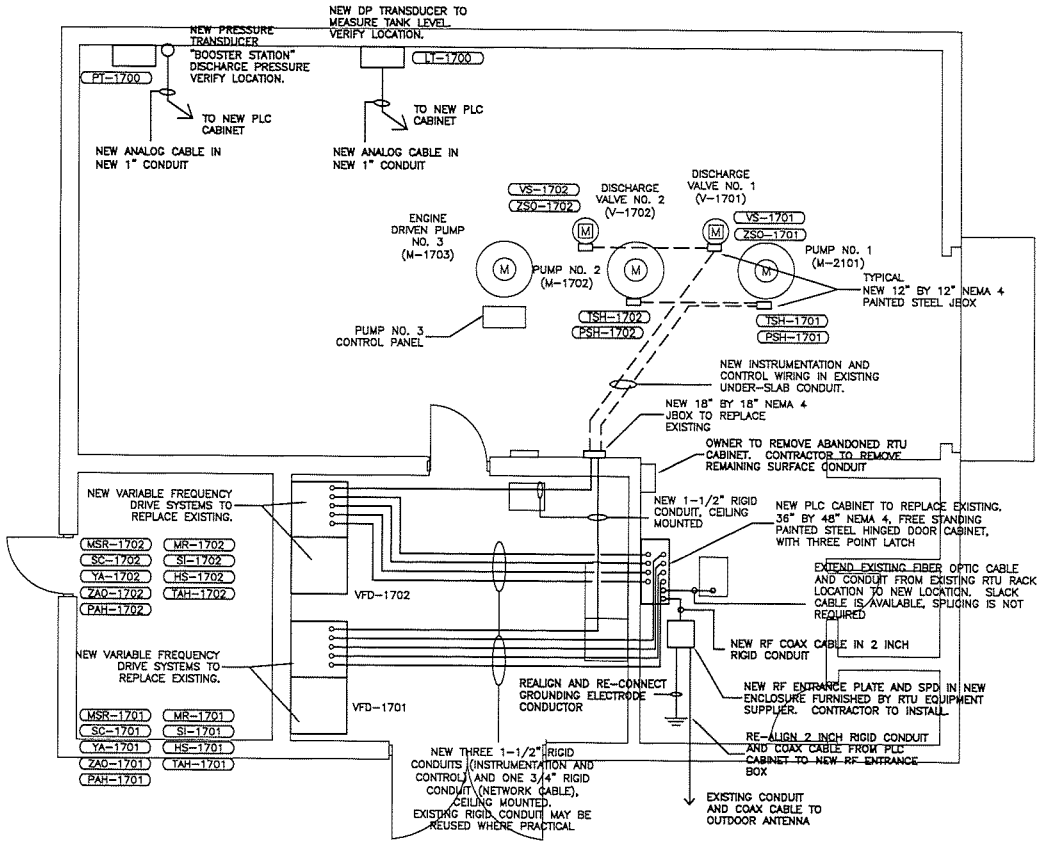
MECHANICAL & ELECTRICAL ENGINEERING, INC.
ALBUQUERQUE: 6617 INGHAM PL. NE, ALBUQUERQUE, NM 87113 505/503-1599
SANTA FE: 1220 Luisa St., Suite B, Santa Fe, New Mexico 87505 505/820-1399

CITY OF SANTA FE
BOOSTER STATION NO. 4
VFD REPLACEMENT
SANTA FE NEW MEXICO
ENGINEER'S PROJECT NO. 20018

DAVID M. GONZALES 14247 REGISTERED PROFESSIONAL ENGINEER STATE OF NEW MEXICO
DGE BOOSTER 5/1/20

SCALE - AS NOTED
DATE: MAY 1, 2020
DRAWN BY: DG
CHECKED BY: DG
P: FP: M: E:

SHEET NO.
E4-3



INSTRUMENTATION AND CONTROL PLAN

SCALE: 1/4" = 1'-0"

ELECTRICAL CONDUIT – EXPOSED
1. ALL EXPOSED CONDUIT IN PUMP AREA OF THE BUILDING SHALL BE RIGID METALLIC CONDUIT. FITTINGS AND COUPLINGS SHALL MATCH CONDUIT MATERIAL.
2. EXPOSED CONDUIT IN ELECTRICAL ROOM SHALL BE RIGID METALLIC CONDUIT. FITTINGS AND COUPLINGS SHALL MATCH CONDUIT MATERIAL.
ELECTRICAL CABINETS
1. ALL ELECTRICAL BOXES AND CABINETS SHALL BE NEMA 4 PAINTED STEEL WITH STAINLESS STEEL HARDWARE.
WIRE AND CABLE REQUIREMENTS
480VAC WIRE – XHHW-2, ORG, YEL, BRN
120VAC WIRE – XHHW-2, RED, WHITE
DC WIRE – XHHW-2, BLUE, BLUE W/WHITE STRIPE
ANALOG CABLE – BELDEN 9342, TWSH
CAT 6 – 4 PAIR DATA CABLE – ORANGE

INSTRUMENTATION TAG AND LABEL NUMBERS AS SHOWN ARE FOR BIDDING PURPOSES ONLY.

CONTRACTOR SHALL LABEL ALL WIRING AND DEVICES PER INSTRUMENTATION CABINET SHOP DRAWINGS

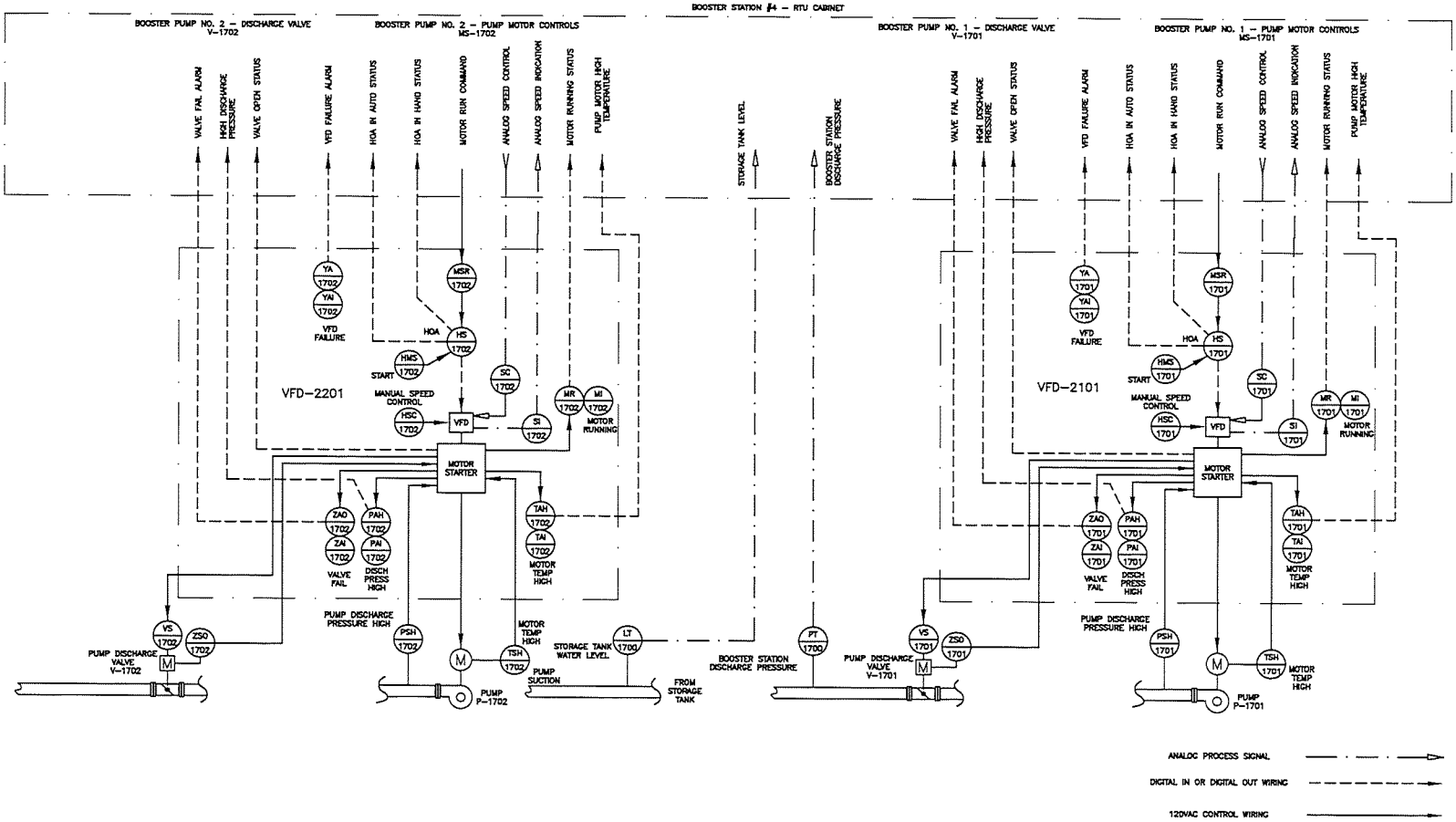
MECHANICAL & ELECTRICAL ENGINEERING, INC.
ALBUQUERQUE: 8617 WASHINGTON PL. NE ALBUQUERQUE, NM 87113 505/293-1309
SANTA FE: 1222 Luisa St., Suite B Santa Fe, New Mexico 87505 505/983-1309

CITY OF SANTA FE
BOOSTER STATION NO. 4
VFD REPLACEMENT
SANTA FE NEW MEXICO
ENGINEER'S PROJECT NO. 2018

DAVID M. GONZALES 12187 REGISTERED PROFESSIONAL ENGINEER STATE OF NEW MEXICO 5/1/20

SCALE - AS NOTED
DATE: MAY 1, 2020
DRAWN BY: DG
CHECKED BY: DG

SHEET NO.
I4-1



PROCESS AND INSTRUMENTATION DIAGRAM

SCALE: NONE

INSTRUMENTATION TAG AND LABEL NUMBERS AS SHOWN ARE FOR BIDDING PURPOSES ONLY.

CONTRACTOR SHALL LABEL ALL WIRING AND DEVICES PER INSTRUMENTATION CABINET SHOP DRAWINGS

MECHANICAL & ELECTRICAL ENGINEERING, INC.
SANTA FE: 1222 Siler Rd., Bldg. B, Santa Fe, New Mexico 87505 505/983-1388
ALBUQUERQUE: 8417 Washington Pl., NE, Albuquerque, NM 87113 505/856-1999

CITY OF SANTA FE
BOOSTER STATION NO. 4
VFD REPLACEMENT
SANTA FE, NEW MEXICO

ENGINEER'S PROJECT NO. 5018

DAVID M. GONZALES, NEW MEXICO, 12201, PROFESSIONAL ENGINEER, DOSF DIRECTOR, 5/1/20

SCALE - AS NOTED
DATE: MAY 1, 2020
DRAWN BY: DG
CHECKED BY: DG
P: FP: M: E:

SHEET NO.
I4-2

2020 07 16 HEI SOS

Final Audit Report 2020-07-16

Created:	2020-07-16
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACQ5M9ZFpxv7HH8_dDs9eOEgJZ8fg8WtW

"2020 07 16 HEI SOS" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-07-16 - 7:42:06 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-07-16 - 7:43:34 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-07-16 - 7:45:44 PM GMT- IP address: 67.0.231.150

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-07-16 - 7:46:04 PM GMT - Time Source: server- IP address: 67.0.231.150

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us), Marcos Martinez (mdmartinez@santafenm.gov) and mfmartinez@santafenm.gov
2020-07-16 - 7:46:04 PM GMT

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

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

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

2 Name of Contractor HEI Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $744,604.00

Termination Date: June 30, 2021

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: BB3 & BB4 VFD/RTU Replacements PL # WTR1950519

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council _____

☐ 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 $ 774,604.00 of original Contract# pending Termination Date: 6/30/2021

Reason: BB3 & BB4 VFD/RTU Replacements

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $774,604.00

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other SPA 70-000-17-00063

6 **Procurement History:** 1 year
example: (First year of 4 year contract)

Fran Dunaway (Jul 28, 2020 15:45 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water **BU/Line Item:** 5050395.572970

Alexis Lotero (Jul 27, 2020 15:24 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4

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:

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: HEI, INC

Procurement Title: BB3 & BB4 VFD/RTU REPLACEMENT

Other Methods: State Price Agreement [X] *Cooperative* [ ] *Sole Source* [ ] *Exempt* [ ] *Other* [ ]_____

Department Requesting/Staff Member Public Utilities Dept/Source of Supply/Alex Gamino

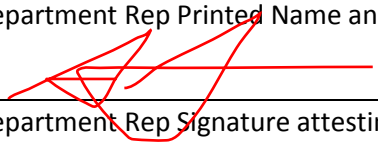
Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related 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*

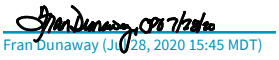
YES	N/A	
[X]	[ ]	Approved Procurement Checklist (by Purchasing)
[X]	[ ]	Departments Recommendation of Award Memo addressed to Finance
[X]	[ ]	State Price Agreement
[ ]	[X]	Cooperative Agreement
[ ]	[X]	Sole Source Request and Determination Form
[ ]	[X]	Contractors Exempt Letter
[ ]	[X]	Purchasing Officers approval for exempt procurement
[X]	[ ]	BAR
[ ]	[X]	FIR
[X]	[ ]	Contract, Agreement or Amendment
[X]	[ ]	Current Business Registration and CRS numbers on contract or agreement
[ ]	[X]	Summary of Contracts and Agreements form
[X]	[ ]	Certificate of Insurance
[ ]	[X]	Other: _____

Alex Gamino, Automation and Security Administrator

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



Fran Dunaway (Jul 28, 2020 15:45 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
[X]	[ ]	State Price Agreement
[ ]	[X]	Cooperative Agreement
[ ]	[X]	Sole source Request and Determination Form
[ ]	[X]	Contractors Exempt Letter
[ ]	[X]	Purchasing Officers approval of exempt procurement
[ ]	[X]	Copies of all Sole Source submittals

*

☐ ☐ Other: _____

AWARD*

YES N/A

☐ ☒ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☒ Other: _____

CONTRACT*

YES N/A

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

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

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

Alex Gamino, Automation and Security Administrator

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

*

GSD/PD (Rev. 04/19)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **9 Vendors**

Price Agreement Number**:** **70-000-17-00063**

Price Agreement Amendment No**.:** **Three**

Term**:** **July 27, 2017 – July 26, 2021**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Procurement Specialist**:** Mark Lujan

Telephone No**.:** (505) 827-0564

Email: Mark.Lujan@state.nm.us

Title**:** **Electrical On-Call**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 27, 2020 to July 26, 2021 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Pauek for

Mark Hayden, New Mexico State Purchasing Agent

Date: 06/17/2020

GSD/PD (Rev. 04/19)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
9 Vendors

Price Agreement Number: **70-000-17-00063**

Price Agreement Amendment No.: **Two**

Term: **July 27, 2017 – July 26, 2020**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Email: Mark.Lujan@state.nm.us

Title: **Electrical On-Call**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 27, 2019 to July 26, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 6/24/2019

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **9 Vendors** **Telephone No. _____**

Price Agreement Number: **70-000-17-00063**

Price Agreement Amendment No.: **One**

Term: **July 27, 2017 – July 26, 2019**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Title: **Electrical On-Call**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 27, 2018 to July 26, 2019 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 07/25/2018

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

ML

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
9 Vendors (see pages 17, 18)

Telephone No. _____

Price Agreement Number: **70-000-17-00063**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: **Clarke J. Fountain**

Telephone No.: (505) 827-1935

Title: **Electrical On-Call**

Term: **07/27/2017 – 07/26/2018**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Martin Pan - Dallam for
New Mexico State Purchasing Agent

Date: 07/27/2017

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

Specifications:

The State of New Mexico, General Services Department (GSD), Facilities Management Division (FMD) wishes to establish a price agreement contract for Miscellaneous Electrical services and work related to these systems. Procurement will be based on a vendor supplying pricing through an established cost schedule. The price agreement will contain the contractor's commitment to offer services on a zone basis and willingness to respond to contract vendor requests when such requests are originated by authorized procuring agencies. Determination for the award shall be based upon the lowest total cost of all the bid items according to the formula listed within the "Cost Proposal" section. The In-state Preference and Veteran's Preference bidding advantage will be applied if applicable. Each bidder MUST enter a price for the requested items #1-4, 13, 14,and 15 in the zone or their bid will be deemed unresponsive. This procurement may result in a multi-source award. A current Public Works Registration number must be provided or the bid will be deemed unresponsive.
Under the terms and conditions of this Price Agreement all State of New Mexico agencies may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

Term:
The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of two (2) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico state purchasing director at the same price, terms and conditions. This agreement shall not exceed three (3) years. Per NMSA 1978 Section 13-1-154.1, the cap of one million dollars ($1,000,000) is effective for every Project. The cap of ten million dollars ($10,000,000) is effective for each Contractor's contract Price Agreement.

Escalation Clause:

In the event of a Dept of Workforce Solutions wage rate decision increase or a Union required increase, an escalation request will be reviewed by NM State Purchasing Division on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. Since the wage decision lasts for the term of a project, the new rates will be effective for a wage decision pulled for a new project under the new rate schedule.
Effective dates for increase on this Price Agreement will not be any sooner than fifteen (15) days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

- Contract 'item' number
- Current 'item' price
- Proposed new 'item' price
- Percentage of increase
- DWS Wage Rate documentation of old and new rate schedules

Insurance:
The contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, workman's compensation insurance. The contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If the contractor fails to comply with the workers' compensation act and applicable rules, when required to do so, this contract will be cancelled immediately.

Contractor shall indemnify and hold harmless the state, its officers and employees against liability claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by or resulting from the contractor's, and/or its employees, own negligent act(s) or omissions while the contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the
Terms and Conditions of this agreement. This "save harmless and indemnification" clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp), section 57-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damages to property(ies) and/or any other claim(s) whatsoever, pursuant to the provisions of this agreement.

The contractor shall provide public liability insurance for the minimum amount of $300,000 for damage to or destruction of property arising out of each occurrence; the amount of $300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico tort claims act; and the amount of $1,00,000 for all claims arising out of each occurrence.

Builder's Risk Insurance:
Before commencing the Work for a project under this Price Agreement, the Contractor shall secure and maintain a Builder's Risk Policy upon the entire project for the full cost of replacement at the time of loss. This insurance shall also name the Owner, Contractor, and Subcontractors of all tiers, as named insureds. The Owner and Contractor shall be named as loss payee(s).

This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss to property except those specifically excluded by the policy. The policy, at a minimum unless otherwise agreed to in writing, shall insure against the perils of:

a. fire, lightning, explosion, windstorm, hail, smoke, water from any source, aircraft (except aircraft, including helicopters, operated by or on behalf of the Contractor), vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, earthquake, collapse, defective design, defective workmanship, defective materials and earth movement including mudslide.

b. This insurance shall also include, at a minimum, additional coverages for:
c. damage to land excavation, footings, and/or temporary structures;

d. property in transit or in temporary storage;

e. engineering, testing, applicable design and related soft costs;

f. loss of use, delays in occupancy resulting from a covered cause of loss;

g. fencing and signage;

h. demolition and debris removal including pollutants;

i. fire department service charges and refill of fire protection devices.

The Contractor shall be solely responsible for any deductible amounts or coinsurance penalties.

This policy shall provide for a waiver of subrogation in favor of the Owner, Contractor, and Subcontractors of all tiers. This insurance shall remain in effect until the project is accepted by the Owner, or occupied in whole or in part. Partial occupancy or use of the work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Should any partial occupancy or use of the work occur prior to the foregoing consent being obtained, such partial occupancy or use does not create an automatic right of cancellation of the coverage required in this subsection.

The Builder's Risk Policy shall be provided by an insurance company with an A.M. Best rating of A VI, or better, acceptable to the Owner, and authorized to conduct business in the State of New Mexico.

Before commencing a project, the contractor shall provide a copy of the Builder's Risk Policy or coverage binder with endorsements obtained in compliance with this subsection.

If the Contractor does not maintain Builder's Risk insurance as required by this Price Agreement, including all the endorsements, coverages, and deductibles described herein, the Contractor shall give written notice to the Owner before commencing the Work or immediately upon notice by the insurance company. The Owner may elect to provide insurance options to the Contractor or secure insurance to protect its interests, including the coverage of deductibles in consultation with the Contractor. The cost difference, if any, of the force-placed insurance shall be the sole responsibility of the Contractor and will not be considered a change order to the Price Agreement. In any event, no work shall commence pursuant to the Price Agreement until a Builder's Risk Policy is in place to the satisfaction and protection of the Owner.

The coverages afforded to the Owner by the State of New Mexico General Services Department/Risk Management Division (GSD/RMD) under their Certificate of Coverage including property in course of construction shall be excess over the Builder's Risk

policy secured by the Contractor. The State's Certificate of Coverage will not indemnify any private sector contractor, entity, business, person, or organization.

Wage rates:
All work covered by this invitation to bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions if applicable.
A wage rate decision is required by the public works minimum wage act for construction, demolition or renovation purposes on projects costing $60,000 or more and funded in part by state or local funding. When a specific project is anticipated that will exceed $60,000, the agency will make a written request to Department of Workforce Solutions for a Wage Rate Determination decision at least 3 weeks before they solicit quotes from the contractor. The contractor must agree to comply with that current wage decision for the project. The subcontractors, if applicable, will also be subject to the Wage Decision. When applicable, or for additional information, visit http://'

For the purposes of bidding the 'wage decision project' wage rate items, use the current effective DWS Wage Rates as the guideline since increases in wage rates will be handled under the escalation clause.

Performance, Payment and Material Bonding:
A 100% performance bond and a 100% payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the successful bidder(s) prior to each project over $25,000.00. Said bonds must be provided to the requesting agency and are to be filed with the agency's purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded contractor(s). Bond cost shall be billed as an actual cost with no markup. A copy of the bond is required to be sent to the Agency.

Firm Lump Sum Fixed Price:
Price shall include New Mexico gross receipts tax or local option tax (es) on a separate line. Such tax or taxes shall be added to its purchase order at the current tax rate at the project's location.. The total project contract amount represents the total compensation to be paid by the state for goods and/or services provided and referred to hereafter as the firm lump sum fixed price. It is understood that the party providing said goods and/or services in such lump sum fashion to the state is responsible for payment of all its costs necessary to complete the work including but not limited to labor, equipment, tools, materials, subcontractors, professional services fee for drawings and specifications if not provided, taxes, licenses, fee, permits, bonds if required, profit and overhead and insurance. The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided.

A single Project will be limited to total costs not to exceed $1,000,000 including NM Gross receipts tax. The Agency shall not separate work and issue separate Purchase Orders whose combined totals exceed the Project limits threshold in order to utilize this Price Agreement. By awarding the Price Agreement, the Agency makes no promise of work to be generated. The volume and location of work will vary by need and funding on a yearly basis.

General:
All work shall be performed in accordance with the New Mexico building codes and electrical industry standards.

The awarded contractor shall be responsible for all permits associated with this work as required by the State of New Mexico, Construction Industries Division. The Construction Industries Division will issue permits for work performed at state owned buildings. Permit costs shall be billed as an actual cost with no markup.

The user agency, in a GSD owned building, shall not initiate any project utilizing this agreement, until the scope of work is reviewed and approved by the director of the FMD of the GSD. The user agency must obtain any and all approvals from the FMD, prior to its commencement of any work applicable to this contract.

The contractor will be contacted on an as needed basis to perform work associated with this contract in the zones specified. The user agency may solicit quotes from more than one vendor listed in this price agreement. The contractor may lower his rates on any of the bid items in order to submit a more competitive quote. The user agency may issue a purchase order to the contractor with the lowest quote that meets all of the requirements of the scope of work. The user agency reserves the right to accept offers from contractors that desire to submit quotes which better meet the hours and identified costs in order to obtain a fair and reasonable price based on the level of effort and mix of labor proposed to perform the specific project in the zone originally bid. Upon agreement of the cost by the contractor and the user agency, a firm lump sum fixed price purchase order will be executed.

Failure to respond to the state's requests without reasonable cause shall be grounds for termination of this contract.

The contractor and the subcontractors' employees agree to cooperate with and to abide by the rules and requirements of the requesting state agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the user agency's employees or general public conducting business with the state.

The using agency reserves the right to purchase materials directly from existing statewide price agreement sources, and to provide these materials to the contractor.

Travel:
Contractors will be allowed to quote anticipated travel mileage one way trip from vendor's place of business to jobsite in excess of fifty (50) miles. The rate used for travel cost will be the current rate allowed by the Federal Government. Mileage will be based by mapquest.com. No per diem will be allowed. The travel mileage will be calculated by finding the exact one way trip mileage on mapquest, subtracting 50 miles and multiplying that mileage times the Federal Government rate times the number of days to be at the site.

Debarred or Suspended Contractors:
A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

Bribes, Gratuities and Kickbacks:
It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 and 30-24-2, NMSA 1978).

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

Assignment of Antitrust Claims:
The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers, Subcontractors, and Sub subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed form (see Section 00600-7) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub subcontractor. Waiver by the Owner may not unreasonably be denied.

It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

Subcontractors:
Subcontractors are allowed for work on this contract only with written prior approval by the agency contracting for the work. Subcontractors' activities must be defined and the cost of their work broken out on a separate line(s) on the quote. The subcontractor's quote must follow the price agreement item breakdown. If a subcontractor's quote is included in the accepted primary contractor's quote then subcontractor approval is implied. If a contractor desires to change the subcontractor after contract award, written approval must be obtained from user agency.

The Primary contractor will be wholly responsible for the entire performance of the subcontractor and must adequately supervise the work of the subcontractor in order to ensure that the quality of their work meets the State's standards. Subcontractors are subject to the same applicable licensing and insurance coverage as the primary contractor. Subcontractors who have been suspended or debarred from doing state or federal work may not be used by the Primary Contractor.

Scope of Work:

The contractor for this work shall provide all materials, labor, tools and equipment, and pay for any permits and fees necessary to perform the work. All work shall be in strict compliance with the national and state electrical code.

The owner shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the electrical work required for the project.

This contractor shall be capable of providing all new or upgrades to the existing electrical service and systems, diagnostic services, perform trouble shooting services for the owner and to prepare proposals for all costs and services needed to perform the work required, in compliance with the national and state electrical codes.

The work shall include the repair, replacement or extension of electrical systems within, attached to or servicing buildings or sites above ground or underground. The work shall include, but not be limited to: installation of new power and lighting circuits; new power services; new electrical devices, equipment and lighting fixtures; and any other related electrical work. Work shall also include the removal and disposal of existing power circuits, lighting fixtures and equipment; and the termination of associated circuits and services. Any related work required to accomplish the requested electrical work is included. Low voltage work could be included.

All work shall be performed in a neat and workmanlike manner, while maintaining the work area(s) in a clean condition. All work shall be installed in strict compliance with industry standards, by workers trained and certified to perform the work. All materials shall be new and of the highest quality available for the type of work being performed.

The contractor shall provide all protective coverings necessary to protect existing finishes and improvements which are in the area where the new work will occur.

The contractor shall restore any damage to existing finishes. Restoration work shall be inconspicuous with existing finishes.

The contractor shall provide all clean-up for its operations. All hazardous and non-hazardous construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of construction debris.

Labor:
Personnel working on the project and providing these services shall be experienced in all areas related to this work and required by this contract. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Work is to be warrantied against defects in materials and workmanship for a period of one year from the date of completion and acceptance by the owner or using agency.

Hourly rates are requested for the three levels of personnel as follows.

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project.

Apprentice: a person with substantial experience in this field of work, but not yet licensed as a journeyman.

Laborer: a person with minimal experience, performing simple tasks as clean-up and other minor forms of labor.

Other Direct Labor: Hourly rates for other direct personnel that may be anticipated during the course of this contract should be added under other labor categories listed in the bid documents.

Materials, Subcontracts and Other Associated Costs:
Materials, subcontracts and other associated costs necessary to perform the work stipulated in the scope of work shall be identified and quoted individually with estimates from suppliers. After acceptance of the costs identified in this section by the Agency, those costs shall be treated as provided in the section on Firm Lump Sum Fixed Price. If there is to be a discount on the retail materials, the quote must show the discount.

All material specified in the quote regardless of whether incorporated in the work shall be deemed included as paid for by the Owner or Agency. As such, any unused materials shall be turned over to the owner or agency for whom the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

Equipment Rental:
If special equipment is required to perform the work required, the Contractor may quote the cost of said equipment.

Quote Request:
When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

The contractor shall visit the site and compare the owner's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this contract.
The contractor will be required to provide a written quote at no cost to the State, to include the work to be performed as well as the number of days required for the completion of the project and submit it to the using agency.

Change Orders:
Change Orders are lump sum amounts which are added to the Purchase Order as a line item or put into a new Purchase Order. They are to be used for unforeseen conditions or Agency identified but unestimated work. When they are quantified and identified, the resultant cost must be submitted to the Agency with material or subcontractor quotes. No extra work can be started until the Change Order is approved in writing and the Purchase Order is approved.
Written justification shall accompany the request. The justification shall include the reason, the scope, the history of the issue, the place of the work and any other relevant details.

Work Commencement:
Prior to commencement of any work performed the using agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by vendor's quote. The contractor is required to submit a work schedule which will indicate the approximate completion date of the project. It should be updated with any changes as the work proceeds. The contractor shall begin the work based on the priority identified by the using agency. Any delay beyond the stated completion date shall be upon agreement by the owner and the contractor. If submittals or shop drawings are required, then they must be approved before the relevant work is started.

The Contractor shall supervise and direct the work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the project. The contractor shall be responsible to the user agency for the acts and omissions of his employees and, if prior approved, Subcontractors and their agents and employees and other persons performing any of the work under a contract with the Contractor.

Where work is to be conducted in a state correctional or secured facility, security clearances and background checks that may be required by the facility for the contractor and its employees must be obtained prior to commencement of any work at that facility. The using agency reserves the right to deny any employee of the contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency reserves the right to provide an escort and/or full time supervision of the contractor and its employees during any or all phases of a project, should the user agency feel it is in its best interest to provide these extraordinary security services.

The user agency reserves the right to escort any or all employees of the contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or well-being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this contract. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

The user agency may order the Contractor to stop the work or a portion of it if the contractor fails to correct defective work or persistently fails to carry out the work. The user agency would do so in writing with justifications with the knowledge that if the 'stop work' was not sufficiently justified, the contractor may be owed for demobilizing and remobilizing.

Review of Project Documents:
The contractor shall carefully study and compare the project documents and shall report at once to the user agency any error, inconsistency or omission he may discover. If this occurs during the work, the contractor shall not continue the related work until the issue is resolved.

Testing:
Any testing required by the project documents and retesting required as a result of the failure of the first or subsequent tests, including but not limited to testing for job mix formulae and design mixes, shall be performed by a testing laboratory under the direct supervision of a Registered Professional Engineer licensed to practice in the State of New Mexico and shall be paid for by the contractor.

Safety:
The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This includes precautions to prevent damage, injury or loss to: 1) all employees on the work and all other persons who may be affected thereby, 2) all the work an all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody or control of the Contractor or any of his Subcontractors or sub-Subcontractors, 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The contactor shall erect and maintain, as required by existing conditions an progress of work all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying agencies and users of adjacent utilities. All OSHA regulations shall be followed as well as any other Codes which pertain to safety procedures.

Payments:
Contractor shall submit invoices or pay requests at regular intervals but not less than once a month. Pay requests will be based on Lump Sum Fixed Price and percent of project completion. If there are anticipated to be more than several pay applications for the project, then a schedule of values must be submitted and approved after the Notice to Proceed is issued.

Close-out Documents:
Substantial completion will occur when the contractor considers the work to be substantially complete and the agency concurs. Substantial completion means that the user agency can occupy or utilize the work/area. The contractor is responsible for creating a list of items still to be completed or corrected. The user agency must approve the list. When the work is finally complete and inspected and accepted by the user agency, the final pay application may be submitted along with any required close-out documents. Such documents might include the certificate of occupancy, the permit signed off by CID, Lien releases, Consent of Surety, as-built drawings, warranty certificates, maintenance & Operations manuals, and verification of user training.

Warranties:
The Contractor warrants to the user agency that all work and all materials and equipment furnished under this price agreement will be of good quality, free from defects and faults and in conformance with the Project documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the user agency, the contractor shall furnish satisfactory evidence as the kind and quality of the materials and equipment. Unless otherwise specified, the contractor's workmanship, materials and equipment will be warranted for a period of one year beginning at the agreed upon date of substantial completion.

State Purchasing Zones:
Purchasing zones will be used to determine area covered by each awarded contractor and their pricing. Purchasing zones may be found below. Bidders are not required to bid on all purchasing zones but are encouraged to bid only for the areas where they can guarantee to provide cost effective service under this price agreement.

PURCHASING ZONES:
Zone 1: San Juan, McKinley
Zone 2: Santa Fe, Los Alamos, Rio Arriba, Taos, San Miguel, Mora, Colfax, Union, Harding
Zone 3: Bernallilo, Sandoval, Valencia, Cibola, Catron, Socorro, Torrance, Guadalupe, Roosevelt, De Baca, Quay, Curry
Zone 4: Dona Ana, Sierra, Grant, Luna, Hildago, Otero, Lincoln
Zone 5:Chavez, Eddy, Lea

CONTRACTOR REQUIRED INFORMATION:
No person shall act as a contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the contractor has a valid contractor's license issued by the Construction Industries Division to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

New Mexico Public Works Registration No: _____

Contractor's New Mexico License No.: _____.

Contractor Classification No.: _____.

State Tax ID No.: _____

NM RESIDENTPREFERENCE:

In-state resident contractors or businesses must attach a copy of their current valid certificate **issued from the State Taxation and Revenue Department** in order for the 5% bidding advantage to be applied.

NM RESIDENT VETERAN'S PREFERENCE:
NM Resident Veteran businesses must attach a copy of their current valid certificate **issued from the State Taxation and Revenue Department** in order for the 10% bidding advantage to be applied.

COST PROPOSAL:
Bids for services are requested on a statewide basis and separate awards for each or combinations of zones may be utilized. Bidders are encouraged to bid only in areas where the bidder may adequately service this price agreement. The intent of this contract is to award the price agreement to companies who may best be able to perform the work in an effective, efficient manner.

If the contractor is bidding on multiple zones, contractor is to indicate price per zone where the work would be performed. See the attached five zone map to determine the zones in which to bid.

Zones to be serviced: _____ 1, _____ 2, _____ 3, _____ 4, _____ 5.
Contractors bidding in zones 1 and 2 must have a physical office in Albuquerque, Santa Fe or within 60 miles of either of those cities

BID ITEMS: (mandatory items are bolded)

0001 1 HOUR CERTIFIED, LICENSED JOURNEYMAN, REGULAR HOURS WORKED, NON WAGE DECISION PROJECT.

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0002 1 HOUR CERTIFIED, LICENSED JOURNEYMAN, REGULAR HOURS WORKED, WAGE DECISION PROJECT.

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0003 1 HOUR CERTIFIED, LICENSED JOURNEYMAN, AFTER HOURS WORKED, NON WAGE DECISION PROJECT

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0004 **1 HOUR CERTIFIED, LICENSED JOURNEYMAN, AFTER HOURS WORKED, WAGE DECISION PROJECT**

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0005 1 HOUR EXPERIENCED APPRENTICE, REGULAR HOURS WORKED, NON WAGE DECISION PROJECT.

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0006 1 HOUR EXPERIENCED APPRENTICE, REGULAR HOURS WORKED, WAGE DECISION PROJECT .

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0007 1 HOUR EXPERIENCED APPRENTICE, AFTER HOURS WORKED, NON WAGE DECISION PROJECT

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0008 1 HOUR EXPERIENCED APPRENTICE, AFTER HOURS WORKED, WAGE DECISION PROJECT

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0009 1 HOUR LABORER, REGULAR HOURS WORKED, NON WAGE DECISION PROJECT.

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0010 1 HOUR LABORER, REGULAR HOURS WORKED, WAGE DECISION PROJECT.

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0011 1 HOUR LABORER, AFTER HOURS WORKED, NONWAGE DECISION PROJECT.

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____

0012 1 HOUR LABORER, AFTER HOURS WORKED, WAGE DECISION PROJECT.

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____

0013 1 HOUR PROJECT MANAGER/ SUPERVISOR

ZONE 1 $_____; ZONE 2 $_____; ZONE 3 $_____;

ZONE 4 $_____; ZONE 5 $_____ .

0014 PERCENTAGE SUPERVISION AND COORDINATION ON SUBCONTRACTORS
(maximum) _____%

0015 PERCENTAGE OFF RETAIL FOR ALL PARTS AND MATERIALS. _____%

The bid tabulation will be calculated by adding all of items **1-4** and dividing by 4. Then that amount will be multiplied by the percentage of supervision of subcontractors plus 1and then multiplied by 1 minus the percentage off retail parts/materials.
Example: The labor rates totaled $300. Divide by 4= $75.
The supervision rate is 20%. $75 x 1.20= $90.
The percent off for parts is 10%. $90 x .90=$81.
The final calculation for this vendor for that zone is $81.

ITEMS BELOW ARE TO BE SHOWN ON PROJECT QUOTES AND AS PART OF THE APPROVED FIXED PRICE CONTRACT PER PROJECT

0010 SUBCONTRACTOR WORK INCLUDING PROFESSIONAL SERVICES-
ACTUAL QUOTE (PROVIDE DOCUMENTATION)

0011 PARTS/MATERIAL

0012 EQUIPMENT RENTAL or UTILIZATION
ACTUAL QUOTE (PROVIDE DOCUMENTATION) or Utilization costs which shall be based on the life expectancy of the equipment and the purchase price of the equipment.

0013 OTHER ASSOCIATED COSTS
ACTUAL QUOTE (PROVIDE DOCUMENTATION EACH COST MUST BE DESCRIBED ON INDIVIDUAL LINES)

ONE WAY PER MILE COST BASED ON FEDERAL GOVERNEMENT RATE TIMES MILES over 50, PER SERVICE VEHICLE REQUIRED, MEASURED FROM THE AWARDED CONTRACTOR'S OFFICE/SHOP TO THE REQUESTED JOB SITE, FOR TRAVEL IN EXCESS OF 50 MILES ONE WAY, BASED ON MAPQUEST.COM.

PHYSICAL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

0015 PERMIT AND FEES AT ACTUAL COST

0016 BOND AT ACTUAL COST

0017 NEW MEXICO GROSS RECEIPTS TAX
WILL BE CALCULATED BY AGENCY BASED ON PROJECT LOCATION RATE

0018 BUILDER'S RISK INSURANCE AT ACTUAL COST

PO WILL BE ISSUED FOR A LUMP SUM FOR ALL OF THE ABOVE LISTED ITEMS # 1-18 ON A PER-PROJECT BASIS.

BILLING WILL BE PER FIXED PRICE CONTRACT FOR MATERIALS RECEIVED AND PERCENT OF PROJECT COMPLETION.

Awarded Vendors:

(AA) 0000009253
Allied Electric Inc.
P.O. Box 28430
Santa Fe, NM 87592-8430
505-438-8899

(AB) NOT IN SHARE
Alpha & Omega Electric, LLC
1301 Alcazar St., NE
Albuquerque, NM 87110
505-554-3313

(AC) 0000097177
APIC Solutions Inc.
5550 Midway Park Place NE
Albuquerque, NM 87109
505-345-1381

(AD) 0000046277
B&D Industries Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464

(AE) 0000049380
BIXBY ELECTRIC INC.
521 Wheeler Avenue SE
Albuquerque, NM 87102
505-842-5384

(AF) 0000049954
Great Western Electrical, Inc.
3310 Girard Blvd. NE
Albuquerque, NM 87107
505-881-6525

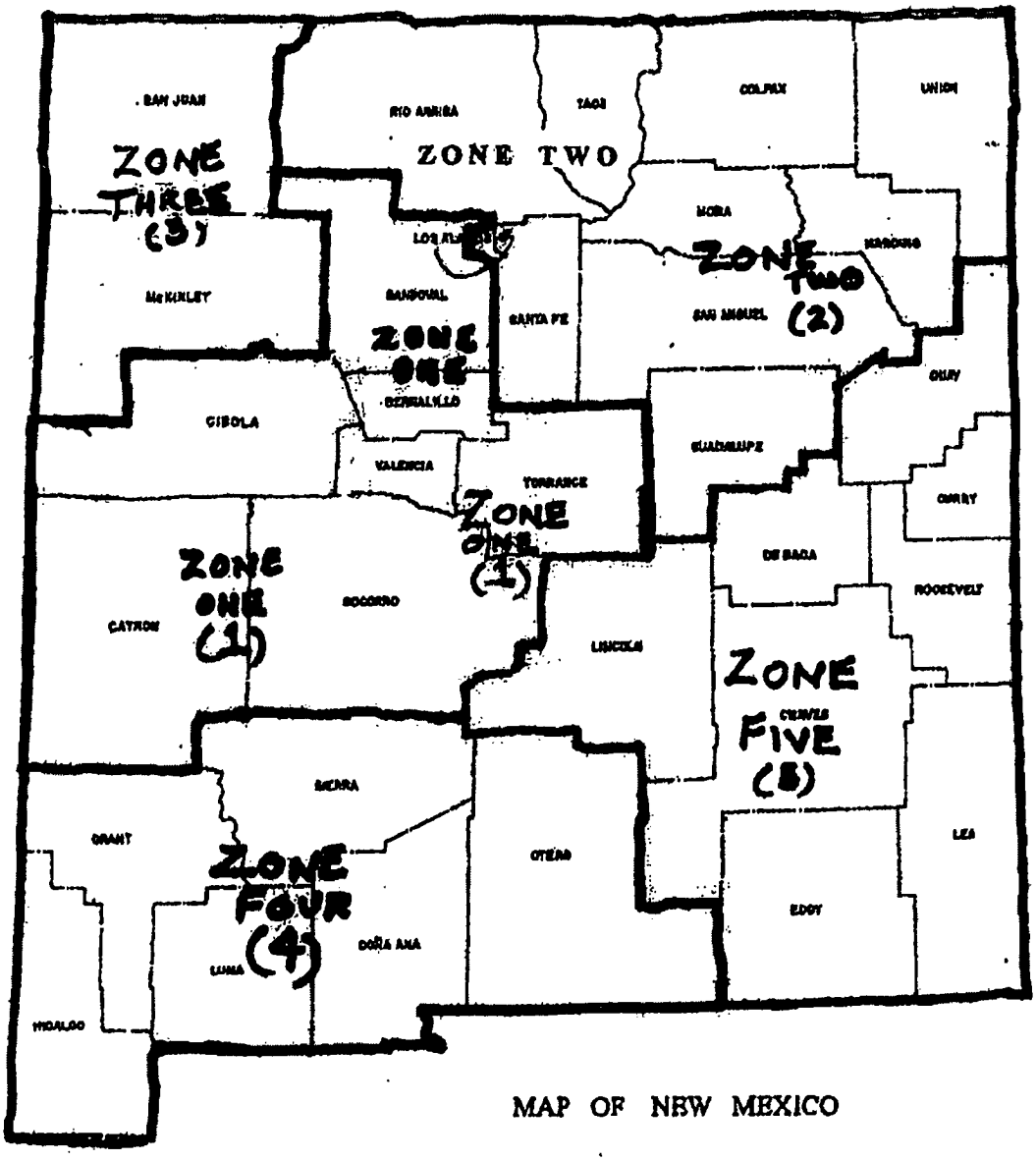
(AG) 0000052470
HEI, Inc.
3800 Vassar Dr. NE
Albuquerque, NM 87107
505-880-1819

(AH) 0000043517
Murrill Electric LLC
807 Del Rio St.
Carlsbad, NM 88221
575-234-9905

(AI) 0000081759
Omega Electrical Contractors, Incorporated
PO Box 1690
Peralta, NM 87042-1690
505-344-2761

Item	Approx. Qty.	Unit	Article and Description	Unit Price

Purchasing zones on page 13 deleted by amendment 1. See zone map following and 3 following sheets for awarded items per vendor.



MAP OF NEW MEXICO

Zone One: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties
Zone Two: Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties
Zone Three: McKinley and San Juan counties
Zone Four: Dona Ana, Grant, Hidalgo, Luna, Otero and Sierra counties
Zone Five: Chavez, Curry, DeBaca, Eddy, Lea, Lincoln, Quay and Roosevelt counties

70-000-17-00063 Electrical On-Call

Item	Unit	Article and Description	Unit Price	(AA)	(AB)	(AC)	(AD)	(AE)	(AF)	(AG)	(AH)	(AI)
001	hr.	**Certified, licensed Journeyman, regular hours worked, non-wage-decision project. (required bid item)**	ZONE 1	$51.00	$50.00	$50.00	$60.00	$88.73	$75.00	$60.00		$54.50
			ZONE 2	$51.00		$50.00	$60.00	$86.69	$80.00	$60.00		$64.50
			ZONE 3	$51.00		$50.00	$60.00	$70.82	$80.00	$60.00		$64.50
			ZONE 4	$51.00		$50.00	$60.00	$88.73	$85.00	$60.00		$64.50
			ZONE 5	$51.00		$50.00	$60.00	$88.73	$85.00	$60.00	$76.00	$54.50
002	hr.	**Certified, licensed Journeyman, regular hours worked, wage-decision project. (required bid item)**	ZONE 1	$55.00	$50.00	$55.00	$67.60	$104.47	$75.00	$68.00		$87.50
			ZONE 2	$55.00		$55.00	$67.60	$102.69	$80.00	$68.00		$97.50
			ZONE 3	$55.00		$55.00	$67.60	$87.09	$80.00	$68.00		$97.50
			ZONE 4	$55.00		$55.00	$67.60	$104.47	$85.00	$68.00		$97.50
			ZONE 5	$55.00		$55.00	$67.60	$104.47	$85.00	$68.00	$98.14	$87.50
003	hr.	**Certified, licensed Journeyman, after hours worked, non-wage-decision project. (required bid item)**	ZONE 1	$56.00	$50.00	$65.00	$79.33	$115.12	$100.00	$60.00		$60.00
			ZONE 2	$56.00		$65.00	$79.33	$112.43	$105.00	$60.00		$70.00
			ZONE 3	$56.00		$65.00	$79.33	$95.91	$105.00	$60.00		$70.00
			ZONE 4	$56.00		$65.00	$79.33	$115.12	$110.00	$60.00		$70.00
			ZONE 5	$56.00		$65.00	$79.33	$115.12	$110.00	$60.00	$115.00	$60.00
004	hr.	**Certified, licensed Journeyman, after hours worked, wage-decision project. (required bid item)**	ZONE 1	$58.00	$50.00	$75.00	$104.29	$157.55	$100.00	$68.00		$87.50
			ZONE 2	$58.00		$75.00	$104.29	$155.25	$105.00	$68.00		$97.50
			ZONE 3	$58.00		$75.00	$104.29	$139.13	$105.00	$68.00		$97.50
			ZONE 4	$58.00		$75.00	$104.29	$157.55	$110.00	$68.00		$97.50
			ZONE 5	$58.00		$75.00	$104.29	$157.55	$110.00	$68.00	$147.21	$87.50
005	hr.	Experienced Apprentice, regular hours worked, non-wage-decision project.	ZONE 1	$20.00	$28.00	$35.00	$34.51	$42.36	$60.00	$55.00		$43.75
			ZONE 2	$20.00		$35.00	$34.51	$38.04	$65.00	$55.00		$53.75
			ZONE 3	$20.00		$35.00	$34.51	$33.72	$65.00	$55.00		$53.75
			ZONE 4	$20.00		$35.00	$34.51	$42.36	$70.00	$55.00		$53.75
			ZONE 5	$20.00		$35.00	$34.51	$42.36	$70.00	$55.00	$55.00	$43.75

006	hr.	Experienced Apprentice, regular hours worked, wage-decision project.	ZONE 1	$25.00	$28.00	$40.00	$34.51	$61.36	$60.00	$60.00		$75.00
			ZONE 2	$25.00		$40.00	$34.51	$57.04	$65.00	$60.00		$85.00
			ZONE 3	$25.00		$40.00	$34.51	$52.72	$65.00	$60.00		$85.00
			ZONE 4	$25.00		$40.00	$34.51	$61.36	$70.00	$60.00		$85.00
			ZONE 5	$25.00		$40.00	$34.51	$61.36	$70.00	$60.00	n/a	$75.00
007	hr.	Experienced Apprentice, after hours worked, non-wage-decision project.	ZONE 1	$26.00	$28.00	$35.00	$45.20	$55.98	$80.00	$55.00		$57.00
			ZONE 2	$26.00		$35.00	$45.20	$51.66	$85.00	$55.00		$67.00
			ZONE 3	$26.00		$35.00	$45.20	$47.34	$85.00	$55.00		$67.00
			ZONE 4	$26.00		$35.00	$45.20	$55.98	$90.00	$55.00		$67.00
			ZONE 5	$26.00		$35.00	$45.20	$55.98	$90.00	$55.00	$85.00	$57.00
008	hr.	Experienced Apprentice, after hours worked, wage-decision project.	ZONE 1	$28.00	$28.00	$40.00	$45.20	$99.74	$80.00	$60.00		$75.00
			ZONE 2	$28.00		$40.00	$45.20	$95.42	$85.00	$60.00		$85.00
			ZONE 3	$28.00		$40.00	$45.20	$91.10	$85.00	$60.00		$85.00
			ZONE 4	$28.00		$40.00	$45.20	$99.74	$90.00	$60.00		$85.00
			ZONE 5	$28.00		$40.00	$45.20	$99.74	$90.00	$60.00	n/a	$75.00
009	hr.	Laborer, regular hours worked, non-wage-decision project	ZONE 1	$16.00	$24.50	$30.00	$34.51	$33.55	$40.00	$50.00		$33.00
			ZONE 2	$16.00		$30.00	$34.51	$29.23	$43.00	$50.00		$43.00
			ZONE 3	$16.00		$30.00	$34.51	$24.91	$43.00	$50.00		$43.00
			ZONE 4	$16.00		$30.00	$34.51	$33.55	$48.00	$50.00		$43.00
			ZONE 5	$16.00		$30.00	$34.51	$33.55	$48.00	$50.00	$64.00	$33.00
010	hr.	Laborer, regular hours worked, wage-decision project	ZONE 1	$21.00	$24.50	$35.00	$34.51	$47.08	$40.00	$55.00		$55.25
			ZONE 2	$21.00		$35.00	$34.51	$42.76	$43.00	$55.00		$65.25
			ZONE 3	$21.00		$35.00	$34.51	$38.44	$43.00	$55.00		$65.25
			ZONE 4	$21.00		$35.00	$34.51	$47.08	$48.00	$55.00		$65.25
			ZONE 5	$21.00		$35.00	$34.51	$47.08	$48.00	$55.00	$33.25	$55.25
011	hr.	Laborer, after hours worked, non-wage-decision project	ZONE 1	$22.00	$24.50	$30.00	$45.20	$44.78	$58.00	$50.00		$42.50
			ZONE 2	$22.00		$30.00	$45.20	$40.46	$60.00	$50.00		$52.50
			ZONE 3	$22.00		$30.00	$45.20	$36.14	$60.00	$50.00		$52.50
			ZONE 4	$22.00		$30.00	$45.20	$44.78	$65.00	$50.00		$52.50
			ZONE 5	$22.00		$30.00	$45.20	$44.78	$65.00	$50.00	$96.00	$42.50

012	hr.	Laborer, after hours worked, wage-decision project	ZONE 1	$25.00	$24.50	$35.00	$45.20	$48.04	$58.00	$55.00		$55.25
			ZONE 2	$25.00		$35.00	$45.20	$43.72	$60.00	$55.00		$65.25
			ZONE 3	$25.00		$35.00	$45.20	$39.40	$60.00	$55.00		$65.25
			ZONE 4	$25.00		$35.00	$45.20	$48.04	$65.00	$55.00		$65.25
			ZONE 5	$25.00		$35.00	$45.20	$48.04	$65.00	$55.00	$49.88	$55.25
013	hr.	**Project manager/supervisor (required bid item)**	ZONE 1	$55.00	$54.00	$50.00	$60.00	$152.77	$100.00	$75.00		$54.50
			ZONE 2	$55.00		$50.00	$60.00	$143.81	$105.00	$75.00		$64.50
			ZONE 3	$55.00		$50.00	$60.00	$134.85	$105.00	$75.00		$64.50
			ZONE 4	$55.00		$50.00	$60.00	$152.77	$110.00	$75.00		$64.50
			ZONE 5	$55.00		$50.00	$60.00	$152.77	$110.00	$75.00	$95.00	$54.50
014	%	**Supervision and coordination subcontractors (maximum %) (required bid item)**	_____%	15%	10%	15%	12%	10%	15%	10%	15%	5%
015	%	**Percentage off retail for all parts and materials (required bid item)**	_____%	5%	0%	15%	10%	10%	20%	5%	8%	15%

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: HEI INC
DBA: HEI INC

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: WILL HUMBARD

License Number: 225955

Issued Date: March 04, 2020

Expiration Date: December 31, 2020

CRS Number: 02360388007

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

HEI INC
PO BOX 31310
ALBUQUERQUE, NM 87190

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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

HEIINC0-01 DDAWKINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dianne Dawkins
Burke Insurance Group, LLC 1690 S. Telshor Blvd Las Cruces, NM 88011	PHONE (A/C, No, Ext): (575) 524-2222 3 FAX (A/C, No): (575) 525-1716 E-MAIL ADDRESS: ddawkins@burke-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Builders Trust of NM	52519
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

HEI, Inc.
3800 Vassar
PO Box 31310
Albuquerque, NM 87190-1310

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EPP 0087604	6/1/2020	6/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	EPP 0087604	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Non-Owned	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP 0087604	6/1/2020	6/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC-100-0005961-2020A	1/1/2020	1/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Installation Floater			EPP 0087604	6/1/2020	6/1/2021	Installation Floater	100,000
A	Installation Floater			EPP 0087604	6/1/2020	6/1/2021	Deductible	1,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
1600 St. Michael's Dr.
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: HEIINC0-01 DDAWKINS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Burke Insurance Group, LLC	HEI, Inc. 3800 Vassar PO Box 31310 Albuquerque, NM 87190-1310 Bernalillo
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
City of Santa Fe and Owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contract. City of Santa Fe and Owner are named as Additional Insured on all policies except Worker's Compensation per written contract. A waiver of subrogation exists in favor of City of Santa Fe and Owner as to the general liability, auto, umbrella and workers compensation policies per written contract. The general liability, auto and umbrella policies are primary and non-contributory. Thirty (30) day written notice of cancellation applies, with the exception of 10 days for non-payment of premium.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	**2**
2. Unintentional Failure to Disclose Hazards	**8**
3. Damage to Premises Rented to You	**8**
4. Supplementary Payments	**9**
5. Medical Payments	**10**
6. Voluntary Property Damage (Coverage **a.**) and Care, Custody or Control Liability Coverage (Coverage **b.**)	**10**
7. 180 Day Coverage for Newly Formed or Acquired Organizations	**10**
8. Waiver of Subrogation	**10**
9. Automatic Additional Insured - Specified Relationships:	**11**
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	**14**
11. Property Damage to Borrowed Equipment	**14**
12. Employees as Insureds - Specified Health Care Services:	**15**
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence	**15**

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit:	$ 1,000,000
Aggregate Limit:	$ 3,000,000
Deductible:	$ 1,000

3. Damage to Premises Rented to You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a.	Bail bonds:	$ 1,000
b.	Loss of earnings:	$ 350

5. Medical Payments

Medical Expense Limit: $ 10,000

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6. Voluntary Property Damage (Coverage **a.**) **and Care**, **Custody or Control Liability Coverage** (Coverage **b.**)

Limits of Insurance (Each Occurrence)
Coverage **a.** $1,000
Coverage **b.** $5,000 unless otherwise stated $ _____

Deductibles (Each Occurrence)
Coverage **a.** $250
Coverage **b.** $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
b. Care, Custody or Control			**$**
		TOTAL ANNUAL PREMIUM	**$**

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: $ 10,000
Deductible: $ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage**.

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the ef-

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fective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

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(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

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(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

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d. Additional Conditions

As respects **Employee Benefit Liability Coverage**, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

(1) Item **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this

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method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As **respects Employee Benefit Liability Coverage**, **SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security

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benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, **7. Representations** is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

a. The last Subparagraph of Paragraph **2. SECTION I - COVERAGES**, **COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE**, **2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

b. The insurance provided under **SECTION I - COVERAGES**, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **SECTION I - COVERAGES**, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

1) Assumed in any contract; or

2) Loss caused by or resulting from any of the following:

a) Wear and tear;

b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

c) Smog;

d) Mechanical breakdown including rupture or

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bursting caused by centrifugal force;

e) Settling, cracking, shrinking or expansion; or

f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(b) Loss caused directly or indirectly by any of the following:

1) Earthquake, volcanic eruption, landslide or any other earth movement;

2) Water that backs up or overflows from a sewer, drain or sump;

3) Water under the ground surface pressing on, or flowing or seeping through:

a) Foundations, walls, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

(c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

1) You did your best to maintain heat in the building or structure; or

2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section **B. Limits of Insurance**, **3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE**, **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

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All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance**, **4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance**, **5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

(1) Damage is caused by the insured; or

(2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**, Subparagraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance**, **6. Voluntary Property Damage and Care**, **Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance**, **6. Voluntary Property Damage and Care**, **Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

(1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section **B. Limits of Insurance**, **6. Voluntary Property Damage and Care**, **Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(2) Condition **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

(3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, **9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for

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injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

(1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

(a) A written contract or agreement; or

(b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

(a) The written or oral contract or agreement is:

1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

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a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b) Any express warranty unauthorized by you;

c) Any physical or chemical change in the product made intentionally by the vendor;

d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street

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banners, or decorations and similar exposures; or

2) The construction, erection, or removal of elevators; or

3) The ownership, maintenance, or use of any elevators covered by this insurance.

(e) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) With respect to injury or damage that occurs in New Mexico, any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only to the extent that the liability is caused by "your work" performed for that additional insured and only to the extent that such liability is caused by your negligence, acts or omissions or the negligence, acts or omissions of those acting on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(g) With respect to injury or damage that occurs in the "coverage territory" but not in the state of New Mexico, any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph **9.a.(2)**:

(a) Subparagraphs **(e)**, **(f)** and **(g)** do not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs **(a)**, **(b)**, **(d)**, **(e)** and **(g)** do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its "employees"; or

(c) Subparagraph **(f)** and **(g)** do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

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1) The rendering of, or failure to render, any professional services by you or on your behalf, but only with respect to either or both of the following operations:

a) Providing engineering, architectural or surveying services to others; and

b) Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

2) Subject to Paragraph **3)** below, professional services include:

a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

b) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

3) Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

(d) Subparagraphs **(f)** and **(g)** do not apply to "bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph **9.a.(2)** Subparagraphs **(f)** and **(g)** above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

(1) Condition **5. Other Insurance** is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **5. Other Insurance**, **b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is

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written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition **11. Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

a. With respect to additional insureds described in Paragraph **9.a.(2)(f)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

(1) Be provided by the Insurance Services Office additional insured form number **CG 32 04** or **CG 32 12**; or

(2) Include coverage for completed operations; or

(3) Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached.

b. With respect to additional insureds described in Paragraph **9.a.(2)(g)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)**, **9.a.(3)(b)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.3.b.** and **9.b.** of this endorsement shall not apply and Paragraph **9.a.(3)(a)** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12.** "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

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11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2.**, **Exclusions** of **SECTION I - COVERAGES**, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance**, **11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance**, **11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance**, **11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

(b) Condition **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

a. Nurses;

b. Emergency Medical Technicians; or

c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit** (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph **1.d.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

c. "Bodily injury" or "property damage" which:

(1) Occurs during the "coverage term"; and

(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a

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condition from which "bodily injury" or "property damage" is substantially certain to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured sustained in the "workplace";

(2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

(3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs **(1)** or **(2)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollutant

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph **(a)** does not apply to:

1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

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a) The injury is caused by the inadequate ventilation of vapors;

b) The person injured is first exposed to such vapors during the policy period; and

c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **c)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **1)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **1)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

1) Any insured; or

2) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph **(d)** does not apply to:

1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

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cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs **(2)(a)** and **(b)** do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

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(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

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l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

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(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

t. Distribution of Material in Violation of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **q.** do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY;** or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

b. This insurance applies to "personal and advertising injury" only if:

(1) The "personal and advertising injury" is caused by an offense arising out of your business; and

(2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and

(3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph **1.d.** below, that the offense had been committed or had begun to be committed, in whole or in part.

c. "Personal and advertising injury" caused by an offense which:

(1) Was committed during the "coverage term"; and

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(2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means, other than as described in **(3)** above, that the offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

(1) The inception of this Coverage Part; or

(2) The "coverage term" in which insurance coverage is sought.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

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ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17. a., b.** and **c.** of "personal and advertising injury" under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Employment Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

o. Pollutant-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

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was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in **(3)** above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

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a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   - **a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   - **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   - **c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   - **d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   - **e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   - **a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by

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you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. **a.** The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggre-

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gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

which can be attributed to operations at only a single location owned by, or rented or leased to you.

c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS;**

which can be attributed only to ongoing operations and only at a single construction project.

d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a., 2.b.,** or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2. or 3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or

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a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";

(b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

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premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft**.

(2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.

(3) Any other insurance:

(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this Coverage Part, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are "authorized representatives".

(2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

(3) A limited liability company, your members and your managers are "authorized representatives".

(4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees":

(1) Assigned to manage your insurance program; or

(2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

are also "authorized representatives".

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

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12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

(1) The day the policy period shown in the Declarations ends; or

(2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

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road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph **(4)**, above;

(6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or

(7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph **(6)**, above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to

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permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed; or

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/1/2020	Policy Number: EBA 0087604
Named Insured: See attached certificate	
Countersigned by: WW Burke (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/1/2020	Policy Number: EBA0087604
Named Insured: See Attached Certificate	
Countersigned by: WW Burke	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/1/2020	Policy Number: EBA0087604
Named Insured: See Certificate	
Countersigned by: WW Burke	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Workers' Compensation Excellence Since 1987

BUILDERS TRUST®
OF NEW MEXICO

AFFILIATED WITH NEW MEXICO HOME BUILDERS ASSOCIATION

WAIVER OF SUBROGATION

Insured Name: HEI INC
Insured Policy Number: WC100-0005961-2020A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization
	Blanket Waiver of Subrogation

Date: 12/18/2019 Countersigned by Randy L. Akin

Agency Number: 6 – 8
Agency Name: Burke Insurance Group LLC

(505) 345-3477 1-800-640-3369 FAX (505) 344-7245
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 - P.O. BOX 91330
ALBUQUERQUE, NM 87109
www.builderstrust.com

PUD HEI Packet to Committees & GB

Final Audit Report 2020-07-28

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