



AGENDA

MEETING OF THE PUBLIC
WORKS AND UTILITIES
COMMITTEE
DECEMBER 14, 2020 5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES 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 Public Works and Utilities 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 <https://santafe.primegov.com/public/portal>.

Written Comments: The public may submit written comments on any of the consent items to be considered on the Consent Agenda, through 1:00 p.m. the day of the meeting, via the virtual comment "button" at santafe.primegov.com/portal/search.

Public Comment: To provide live public comment during the *Public Comment* section, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/96022218463?pwd=SmI1elZlUHNSL1k2TVFJNnRCZnVXQT09> Passcode: 539879

Attendees should use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: +1 (669) 900-6833 - Webinar ID: 912 9869 4031 - Passcode: 440699
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.



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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
 - a. Minutes from the November 9, 2020 Public Works and Utilities Committee Meeting
6. **PUBLIC COMMENT**
 - a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.
7. **PRESENTATION/INFORMATIONAL ITEMS**
 - a. Matters from Public Works Staff including update on integration of Parks into Public Works, plan for capital projects status presentation coming in January, and solar and street lighting projects status and next steps. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)
8. **ACTION ITEMS: CONSENT**
 - a. Consideration of Resolution No. 2021-__: A Resolution Renaming Alto Park the Ron Shirley Alto Park. (Councilors Vigil Coppler, Villarreal, and Abeyta) (Melissa McDonald, Interim Parks Division Director, mdmcdonald@santafenm.gov, 955-6840)

Committee Review:

Public Works and Utilities Committee: 12/14/20



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Finance Committee: 1/4/21
Governing Body: 1/13/21

- b. Request for approval of Amendment No. 3 to Mountain River's 4-year contract adding additional funding through June 30, 2021 in the amount of \$350,000. (Nancy Jimenez Utility Billing Division Director, [955-4364](tel:955-4364), nljimenez@santafenm.gov.)

Committee Review:

Public Works and Utilities Committee: 12/14/20
Finance Committee: 1/4/21
Governing Body: 1/13/21

- c. Request for Approval of Buckman Direct Diversion Shared Pool Agreement with Santa Fe County. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

Committee Review:

Public Works and Utilities Committee: 12/16/20
Finance Committee: 01/04/21
Governing Body: 01/13/21

- d. Consideration of Resolution No. 2021-__: A Resolution Regarding Public Use Requirements for the Guadalupe Street Reconstruction Project. (Councilors Lindell and Villarreal) (Romella Glorioso-Moss, Projects Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

Public Works and Utilities Committee: 12/14/20
Governing Body: 1/13/21

- e. Request for Approval of Award of Bid # '21/02/B to low bidder Albuquerque Asphalt, Inc. for \$2,456,103.13 Taxiway Golf Reconstruction. (John Dickinson, Airport Operations Manager, jcdickinson@santafenm.gov, 955-2909)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 12/14/2020
Finance Committee: 01/04/2021
Governing Body: 01/13/2021



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- f. Consideration of Resolution No. 2020-__: A Resolution Declaring the Intent of the City of Santa Fe to Submit an Application to the New Mexico Department of Transportation for the Federal Fiscal Year 2022 Section 5310 Program Funds for Enhanced Mobility of Seniors and Individuals with Disabilities Program. (Councilors Cassutt-Sanchez) (David Chapman, Grants Administrator – Writer, dachapman@santafenm.gov, 955-2010)

Committee Review:

Public Works and Utilities Committee: 12/14/20
Finance Committee: 1/4/21
Governing Body: 1/13/21

- g. Request for Approval of Amendment No. 1 to Professional Services Agreement Item No. 18-0282 which includes a name change and a compensation increase in the amount of \$110,000 for the sale of new and re-tread tires and services, through December 30, 2021 with Bill Williams Tire Center for the Environmental Services Division. (Lawrence Garcia, ESD Maintenance Manager, imgarcia@santafenm.gov, 955-2241)

Committee Review:

Public Works and Utilities Committee: 12/14/2020
Finance Committee: 01/04/2021
Governing Body: 01/13/2021

- h. Request for Approval of a BAR to move funds from the Cash Balance Enterprise Funds: Water fund 505 in the amount of \$100,000 and WWMD 500 in the amount of \$100,000 to the Affordable Housing Trust Fund (2402750.501500) to reimburse the Developer of the Siler Yard apartment community for the cost of the water infrastructure for a total amount of \$200,000. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 955-6346)

Committee Review:

Public Works and Utilities: 12/14/2020
Finance Committee: 01/04/2021
Governing Body: 01/13/2021

- i. Consideration of Resolution No. 2020-__: A Resolution Directing the City Manager to Provide Written Updates and Presentations at Every Regular



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Governing Body Meeting with Information Regarding the COVID-19 Response from the Police Department, Fire Department, Human Resources, and Emergency Management and Safety. (Councilors Cassutt-Sanchez, Rivera, Villarreal, and Lindell) (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6534)

Committee Review:

Public Works and Utilities Committee: 12/14/20

Governing Body: 12/16/20

- j. Request for Approval of Contract Amendment #4 with Molzen Corbin & Associates, to increase the not to exceed amount by \$206,694.69 to a total of \$3,830,050.63, and Task Orders #15-#18 for Airport Engineering, Design and Construction Services. (John Dickinson, Airport Operations Manager, jcdickinson@santafenm.gov, 955-2909)

Committee Review:

Public Works and Utilities Committee: 12/14/2020

Finance Committee: 01/04/2021

Governing Body: 01/13/2021

9. **ACTION ITEMS: DISCUSSION**
10. **MATTERS FROM STAFF**
11. **MATTERS FROM THE COMMITTEE**
12. **MATTERS FROM THE CHAIR**
13. **NEXT MEETING: Monday, January 11, 2021**
14. **ADJOURN**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

Public Works and Utilities Committee Meeting
Attended Virtually
Monday, November 09, 2020
5:00 P.M.

1. Call to Order

The meeting of the Public Works and Utilities Committee Meeting was called to order by Councilor Christopher Rivera, Chair at 5:02 p.m. on Monday, November 09, 2020 and was attended virtually.

2. Roll Call: Action: Quorum

Members Present

Councilor Christopher Rivera, Chair
Councilor Roman Abeyta
Councilor JoAnne Vigil Coppler
Councilor Michael Garcia
Councilor Signe Lindell

Others Present

Emily Pisula, Public Works Fiscal Administrator
Jamie-Rae Diaz, Public Utilities Administrative Manager
Joe Abeyta, Project Manager Multi Media Department
Jesse Roach, Water Division Director
Mark Baca, Airport Division Director
Carlos Gemora, Planner Senior, Land Use Department
Elias Isaacson, Land Use Department Director
Noah Berke, Planning and Policy Administrator, Land Use Department
Sally Paez, Assistant City Attorney
Alan Webber, Mayor
Jesse Guillen, Legislative Liaison
Mark Duran, City of Santa Fe's Lobbyist
Pat Littis – Public Comment
Melissa Mascareñas – Public Comment
James Borrigo – Public Comment
Kris Leslie-Curtis – Public Comment
Russ Schrader – Public Comment
Amy Brobrick – Public Comment
Richard Woodriff– Public Comment
Fran Allocca Maier – Public Coment
Helen Melenski – Public Comment
Dorris McBride – Public Comment

3. Approval of Agenda: Action: Approved

No changes from staff. Chairman Rivera moved Item K to the first matter to make best use of our Legislative Lobbyist, if this Item is pulled.

MOTION: A motion was made by Signe Lindell, second by Councilor Michael Garcia to approve the agenda as amended.

VOTE: The motion passed by roll call vote as follows:

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnne Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – Yes

4. Approval of Consent Agenda: Action: Approved

No changes from staff.

Councilor JoAnn Vigil Coppler pulled Items E,G,J & K for discussion.

MOTION: A motion was made by Councilor Michael Garcia second by Councilor JoAnne Vigil Coppler to approve the consent agenda as amended.

VOTE: The motion passed by roll call vote as follows:

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnne Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – Yes

5. Approval of Minutes: Action: Approved

No changes from the committee or staff.

MOTION: A motion was made by Councilor Signe Lindell, second by Councilor Michael Garcia to approve the minutes.

VOTE: The motion passed unanimously by roll call vote as follows:

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnne Vigil Coppler – Yes
Councilor Michael Garcia – Yes

Councilor Signe Lindell – Yes

6. Public Comment: Action: Information/Discussion

Pat Lillis made a comment regarding the Short Term Rental Ordinance. She mentioned that the Ordinance was just posted to the agenda this afternoon and appears to be a much watered down version that was presented this summer.

Helen Melenski made a comment regarding effectively reviewing the effects of the reviewing the CHART committee of consolidating some of the positions.

Melissa Mascareñas asking to be considered to be a part of the CHART committee she has already submitted her application.

James Borrigo asking that a member of the Hispanic Chamber of Commerce be included as a member of the CHART Committee. Would like to be considered or a member of the Hispanic Chamber of Commerce member be considered.

Kris Leslie-Curtis has 2 STR within walking distance from the Plaza would like to see the 7-restriction as well as the 1 permit per person removed from this Ordinance.

Russ Schrader made a comment regarding the impact of STR on neighborhoods. He has a STR on Pasa de la Cuma and there is another STR on this street and if the 50 foot rule was in effect he would not be able to have his STR.

Amy Brobrick wanted to reiterate what Russ just said and is very opposed to the new restrictions imposed.

Richard Woodriff commented about the 50 foot restrictions and since it is from the boundaries how is it determined who gets a STR permit, believes that this will also cut out opportunity for others in the neighborhood to have a STR.

Fran Allocca Maier commented about STR ordinance please support Planning Commission recommendation about the 1 per 7 day

Emily Pisula – read written public comments from Adam Steinberg and Robert Drummond.

Please see Exhibit #1 for full written comments.

Jamie-Rae Diaz – None

7. Presentation of Matters from Public Works and Public Utilities Staff: Action: Information/Discussion

- a. Matters from Public Utilities Staff. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

None

8. Consent Agenda

- a. Request for the Approval of State Price Agreement #70-000-16-00034AC in the Total Amount of Nine Hundred Ninety-Five Thousand Dollars (\$995,000.00) for the Purchase of a Ladder Truck from 411 Equipment, LLC.; Brian Moya; bjmoya@santafenm.gov; (505)955-3111

Approved on Consent

- b. Request for the Approval of State Price Agreement #70-000-16-00034AE in the Total Amount of One Hundred Forty-Five Thousand Nine Hundred Sixty-Eight Dollars (\$145,968.00) for the Purchase of a Brush Truck and Equipment from 411 Equipment, LLC.; Brian Moya; bjmoya@santafenm.gov; (505)955-3111

Approved on Consent

- c. Request for approval of a Budget Adjustment Resolution (BAR) in the total amount of \$76,484.62 from the Water Enterprise Cash Balance to the unused 2020 Balance of the Alpha SW Contract. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373)

Approved on Consent

- d. Request for Approval on the License Agreement in exchange for obligations of Licensee for an indefinite term between the City of Santa Fe and New Mexico Department of Cultural Affairs. (Sam Burnett, Public Works Project Administrator, jsburnett@santafenm.gov, (505) 955-9533 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, (505) 995-6303)

Approved on Consent

- e. Consideration of Resolution 2020-____. A Resolution Hosting Community Conversations and Establishing a Special City Committee On Cultures, Histories, Art, Reconciliation, And Truth. (Mayor Webber and Councilors Garcia, Villareal, Cassutt-Sanchez, Vigil Coppler, Romero-Wirth, and Lindell) (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

Councilor Vigil Coppler: went through the amendments that were made by Councilor Rivera, Councilor Garcia and Councilor Vigil Coppler.

Councilor Abeyta: went through the amendments that were made by himself.

Councilor Garcia mentioned that he will be bringing forth an amendment to the Mayor's amendment.

Mayor Webber discussed his amendments.

Jesse Guillen will remove prior amendments from the packet once the City Attorney's office signs off on the new amendments.

MOTION: A motion was made by Councilor Roman Abeyta to approve the Resolutions and Amendments as presented including the Mayors because we do not have Councilor Garcia's amendment second by Councilor Signe Lindell to open this up for discussion.

Discussion:

Councilor Lindell did we want to vote on all of these at once or separately? Councilor Abeyta made a motion to vote on all 3 that has been discussed and I am able to make that vote as well.

Chairman Rivera: asks the maker and second of the motion to consider on the larger amendment the one with 11 items, consider striking item 2 and item 6 out of it. Item 2 had to do with the mediator and the dispute resolution which is addressed in Councilor Abeyta's resolution and item 6 addresses the number on the committee from 21 to 19. Would like to leave item 9 in there. The Mayor's amendment, pass through without a resolution?

Councilor Abyeta agrees with striking item 2 and 6 and leaving item 9 in there. Would like to put the Mayor's amendment aside and this is something that we can discuss at other Committees or Council so he will withdraw his motion so that we could have a unanimous decision in this committee.

Councilor Lindell does not agree with removing the Mayor's resolution.

Jesse Guillen: if we adopt some of these amendments than the number of Committee members do not add up so ultimately which amendments are agreed upon will determine the number of committee members so he suggest that we leave the committee members at 21 until amendments are approved.

Councilor Abeyta and Councilor Lindell agree with this.

VOTE: The motion passed by roll call vote as follows:

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnne Vigil Coppler – No
Councilor Michael Garcia – No
Councilor Signe Lindell – Yes

- f. Consideration of Resolution No. 2020-__ : A Resolution Urging the Legislature of the State of New Mexico to Repeal the Statutory Provisions Preempting Stricter County and Municipal Regulation of the Sale of Cigarettes, Tobacco Products, and Electronic Smoking Devices. (Councilors Romero-Wirth and Cassutt-Sanchez) (Rich Brown, Economic Development Director, rbrown@santafenm.gov, 955-6625)

Approved on Consent

- g. Consideration of Bill No. 2020-__ : An Ordinance Amending Section 14-8.14(C) SFCC 1987 to Add a Reference to the Impact Fee Service Area; Amending Section 14-8.14(E) to Adopt a New Impact Fee Schedule and Clarify Appropriate Land Use Categories as They Relate to Impact Fee Collection; Amending Section 14-8.14(G) to Add a Reference to the Impact Fee Service Area; Amending Section 14-8.14(J) to Add a Reference to the Impact Fee Service Area; Adding a Service Area Map as Exhibit F in the Appendix to the Land Development Code; and Establishing an Effective Date. (Mayor Webber) (Carlos Gemora, Planner Senior, cegemora@santafenm.gov, 955-6670)

Councilor Vigil Coppler whether the fees as they are described in these charts when fees collected do they go into the accounts of these departments?

Carlos Gemora: yes, the Finance department maintains 4 separate fees for each.

Councilor Vigil Coppler: on the FIR what will happen if we don't do this, it makes reference that the City may have to refund money why would we have to refund money and what have we been doing since then with the money?

Carolos Gemora: the IFCIP is what is required by the State and if we don't have an eligible or valid plan to use impact fees then those funds will remain in the accounts set up by Finance.

Councilor Vigil Coppler: so we have to approve this impact fees schedule and spend these monies in these categories otherwise we forfeit them?

Carlos Gemora: the State Law Development Fees Act provides the limited ways that the City can collect and use impact fees and if we do not use them for those particular purposes then we would have to refund the money.

Director Isaacson: the impact fees do not go into the department budgets they go into funds that are then available for departments to use these funds that meet the eligibility requirements. They specifically for funding projects and not for the departments per say.

Carlos Gemora presented a Proposed Impact Fee Update presentation. See Exhibit 2 for full presentation.

MOTION: A motion was made by Councilor Roman Abeyta second by Councilor Signe Lindell to approve this request.

VOTE: The motion passed by roll call vote as follows:

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnne Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – Yes

- h. Consideration of Resolution No. 2020-__ : A Resolution Adopting the “Impact Fee Capital Improvements Plan 2021-2027 for Roads, Parks, Fire/EMS, and Police” to Update the City’s Impact Fee Capital Improvement Plan, Land Use Assumptions, and Impact Fees, as Required by the State Development Fees Act, NMSA 1978, Section 5-8-30. (Mayor Webber) (Carlos Gemora, Planner Senior, ccegemora@santafenm.gov, 955-6670)

Approved on Consent

- i. Request for approval to enter into a grant agreement with the New Mexico Environment Department to provide reimbursable funding for electric vehicle charging stations at City's public parking garages; the grant funds are reimbursable in the total amount of \$26,303.00 (Neal Denton, Sustainability Planner, Environmental Services Department, nhdenton@santafenm.gov, 955.2229)

Approved on Consent

- j. Consideration of Bill No. 2020-32: An Ordinance Amending Section 14-6.2 SFCC 1987 to Adopt by Ordinance a Maximum of One Thousand (1000) Short-Term Rental Permits in the City, to Prospectively Limit the Number of Short-Term Rental Permits to One Per Natural Person, to Prospectively Limit the Proximity of Short-Term Rental Units, to Require a Local Operator for Short-Term Rental Units, to Adopt Record-Keeping and Reporting Requirements for Short-Term Rental Unit Owners and Host Platforms, and to Clarify Other Provisions of the Short-Term Rental Ordinance; Amending the Land Use Code Definitions in Section 14-12.1 SFCC 1987 as They Relate to Short-Term Rental Units; and Amending Section 12-2.3 SFCC 1987 to Clarify That a Short-Term Rental Unit is not a Group R-1 Occupancy for Purposes of Fire Inspections. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth and Councilor Villarreal) (Elias Isaacson, Planning and Land Use Director, esiasaacson@santafenm.gov, 955-6730 and Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Councilor Vigil Coppler: introduced the Amendments that she made #1 using a portion of gross receipts tax to help fund Affordable Housing

Councilor Abeyta: this Amendment proposes to amend a separate Ordinance is that proper?

Assistant Attorney Paez: we are reviewing this and we are determining if we need to put out a separate publication that this would affect GRT dedications to Affordable Housing.

Councilor Abeyta: concern with dedicating a portion of gross receipts taxes wondering if the amendment could read, under item 3 page 10 line 17. If there is funding from other sources that we can use that, so that we do not tie ourselves down to where the funding comes from.

Councilor Lindell: believes this a much bigger discussion then trying to be tacked on as an amendment this onto the STR Ordinance. What programs are we going to cut because this is not new revenue? How much money are we talking about? And how we are going to determine that? I believe this is a separate issues and it well deserves to be brought as a separate issue and it was mentioned that there are new revenue sources that could fund this.

Councilor Vigil Coppler: the report that I was given shows revenue of \$1.5M-\$2M that was from 2018. Will bring more measures to bring this issue to the forefront.

Assistant Attorney Paez: wanted to point out that our GRT Ordinance does have certain percentages of the GRT allocated for specific purposes but there is a portion that is given to the General Fund and that is the portion that we can play around with and adjust the language.

Chairman Rivera: do we know how much income we are anticipating from this?

Director Isaacson: this came up in last week's Finance Committee and Finance staff said they would look into this and will have an answer to this by the November 30th Finance Committee.

Chairman Rivera: what are you currently using short term rental revenues for?

Director Isaacson: Short term rental revenues are going in to the General Fund and at this time there is some language in the civil penalties ordinance that was passed earlier this year that the money generated from issuing civil penalties for land use violations would first go towards support the short-term rental office and then the Land Use office. In regards to the GRT that is generated from short-term rentals that money will continue to the General Fund.

Chairman Rivera: and the Land Use is completely funded from the General Fund correct?

Director Isaacson: the Land Use Department except for the MPO section is almost entirely funded by the General Fund

Chairman Rivera: Councilor Abeyta have you received any updates on what our GRT revenue looks like?

Councilor Abeyta: yes, and they are looking better than what was budgeted but still at a deficit. Working with Director McCoy on how much this amendment would cost a year and don't think it is going to be a lot of money but will confirm with Director McCoy.

Councilor Garcia: went through his amendment that strikes the 7 day rule that was suggest at the Planning Commission

Councilor Vigil Coppler; went through her additional amendments.

Councilor Vigil Coppler: someone said in the Quality of Life Committee that there is a report that has the rentals pinpointed is this report available?

Director Isaacson: it wasn't a report per say, but used the GIS system we have for showing the properties where short term rental permits are listed and we did a quick study of the radius or the buffer around the properties at various increments first at 25 feet and then went up in 25 increments all the way up to 100 feet. We worked with the sponsoring committee and looked at where was sort of a sweet spot in terms of the offset distance that achieved the goals of trying to prevent too many of these short term rentals from being too close to one another. The boundaries that was brought up is not from the structure itself but it is actually from the property line. It does not matter where the structure is on the property but the offset is from the property line.

Councilor Lindell: went through her amendments. The Finance Committee recommended adopting this amendment.

MOTION: A motion was made by Councilor Michael Garcia second by Councilor JoAnne Vigil Coppler to approve this resolution with all of the amendments along with the main ordinance.

Discussion:

Chairman Rivera: does have a concern about the gross receipts tax amendment because Finance has not presented any of the numbers to the Finance Committee so we do not know how much we are talking about and what it means to the overall GRTs.

Councilor Vigil Coppler: the amendment on the GRT does not amend the short term rental ordinance it amends a different section.

Assistant Attorney Paez: this does affect the GRT because this amendment is asking to put a portion of the GRT generated from short term rentals into the affordable housing trust fund. This is sufficiently related to the overall topic to be considered as a single bill. This amended does have a cross reference so it would amend the GRT section of our tax code but it does include as drafted now a cross reference within the short term rental now.

VOTE: The motion was denied roll call vote as follows:

Chairman Christopher Rivera – No
Councilor Roman Abeyta – No
Councilor JoAnne Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – No

Chairman Rivera: are there any amendments that we do wish to consider?

MOTION: A motion was made by Councilor Signe Lindell and Second by Chairman Christopher Rivera to pass the bill along with the amendment submitted by the Sponsors.

Discussion:

Councilor Vigil Coppler: important to revisit the 50 foot rule and would like to include the front half amendment that she made.

Councilor Signe Lindell: denied including these in her motion.

Councilor Garcia: would like to ask the maker of the motion to include his amendment.

Councilor Lindell: Denied

VOTE: The motion was passed by roll call vote as follows:

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnne Vigil Coppler – No
Councilor Michael Garcia – No
Councilor Signe Lindell – Yes

Chairman Rivera: these Amendments will stay on and go to the other committees correct?

Assistant Attorney Paez: yes, my understanding is that we will carry these through. The next stop is the Public Hearing at the Governing Body.

Chairman Rivera: Councilor Abeyta can you have the Finance Department send us the numbers to myself and other members who want them.

Councilor Vigil Coppler: I would also like to see the report that Director Isaacson mentioned.

Director Isaacson: this is not a report per say it is in a GIS Map file and we can talk offline to see how you would like the report.

- k. Consideration of Resolution No. 2020-__: A Resolution Establishing City of Santa Fe Legislative Priorities for Consideration by the New Mexico State Legislature During the 55th Legislature – State of New Mexico – First Session, 2021. (Mayor Webber) (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622; Jesse Guillen, Legislative Liaison, jbg Guillen@santafenm.gov, 955-6518)

Councilor Vigil Coppler: wanted to know what the Occupancy Surtax encompass?

Mark Duran: this resolution has been put together from staff and is a continuation from prior years

Jesse Guillen: will do some research to see where this is derived and get back to everyone.

Councilor Vigil Coppler: needs to be some dialogue on the 3% tax on second homes.

Chairman Rivera: these are items from prior years that we just continue to support, these are Resolutions that have been added from Councilors in the past. We need to go to Jesse for items that we do not feel are pertinent anymore.

Chairman Rivera: what are we expecting from the Legislative body this year and the changes that we have made? And the monies that maybe out there

Mark Duran: in terms of money, fair to say it is going to very difficult and we will be running a deficit. We should be looking for a moderate amount of money for the City-wide priorities and there is less capital outlay money as there had been in the past.

MOTION: A motion was made by Councilor Michael Garcia second by Councilor Roman Abeyta to open this up for discussion.

For Discussion:

Councilor Lindell make a recommendation to move this forward without a recommendations so that we get the answers to the questions that Councilor Vigil Coppler asked.

MOTION: A motion was made by Councilor Michael Garcia to withdrawal his motion and second by Councilor Roman Abeyta.

MOTION: A motion was made to move this forward without a recommendation by Councilor Signe Lindell second by Councilor JoAnne Vigil Coppler.

VOTE: The motion passed by roll call vote as follows:

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnne Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – Yes

1. Consideration of Resolution No. 2020-__: A Resolution Relating to a Request for Approval of First Quarter Budget Amendments for Fiscal Year 2020/2021. (Andy Hopkins, Principal Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

Approved on Consent

9. Matters from the Committee: Action: Information/Discussion

Councilor Lindell: wanted to thank the committee for their hard work and these are complicated topics and we have all brought up items that we would like to spend some more time on.

Thanks the Chair for the way he conducts these meetings.

10. Matters from the Chair: Action: Information/Discussion

Ms. Pisula's last meeting.

Thanked everyone who helped clean up at Pete's Place

11. Next Meeting: Monday, December 14, 2020

12. Adjourn

There being no further business before the Committee the meeting adjourned at 8:20 p.m.

Councilor Christopher Rivera, Chair

Emily Pisula 11/12/2020

Emily Pisula, Fiscal Administrator Public Works

Exhibit #1

PISULA, EMILY K.

From: Tobi Wilde Adam Steinberg <gloriousearthlandscapes@gmail.com>
Sent: Monday, November 9, 2020 9:01 AM
To: PISULA, EMILY K.
Subject: Re: Short Term Rentals

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.

I am Adam Steinberg. I have been landscaping in Santa Fe for 30 years. We build lovely outdoor environments to enhance people's homes. Many of my clients can afford to hire us to make these modifications and improvements because they have the added income from their doing Short Term Rental (SRT) with some part of their property. This has become a common and important economic engine contributing hugely to the strength of our community. The ramifications of cutting back or severely limiting this "engine" will not be welcome throughout our town.

In light of Covid 19 and our city and states response I wish you to address the following also-

Short Term Rentals are a far more safe way for visitors to reside here than large, high capacity hotels. Covid 19 and the World's response is likely to change the very nature of everything we do, including the basis of your reasoning for the need to drive this legislation.

I especially call out the righteousness of pushing this legislation through at a time when, due to Covid, Citizen participation in Government is extremely limited and discouragingly difficult. Whose agenda is being met more easily due to this limited involvement of the resistance?? It is not fair or accurate to believe you are performing the "Will" of the people when the people have to work extra hard to participate. Why must this be decided now, at this time when any efforts to encourage the economy of the community safely should be encouraged.

Adam Steinberg
(505)989-1388

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF CONSENT AGENDA
5. APPROVAL OF MINUTES

a. Minutes from October 26, 2020 Public Works & Utilities Committee Meeting

6 PUBLIC COMMENT

a To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Emily Pisula, Fiscal Administrator, Public Works, ekpisula@santafenm.gov, 955-6979 or Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.

7. PRESENTATION OF MATTERS FROM PUBLIC WORKS AND PUBLIC UTILITIES STAFF

a. Matters from Public Utilities Staff. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

8. ACTION ITEMS: CONSENT

a. Request for the Approval of State Price Agreement #70-000-16-00034AC in the Total Amount Hundred Ninety-Five Thousand Dollars (\$995,000.00) for the Purchase of a Ladder Truck from 411 Equipment, LLC.; Brian Moya; bjmoya@santafenm.gov; (505)955-3111

COMMITTEE REVIEW:

Public Works and Utilities Committee 11/09/2020
Finance Committee 11/30/2020
Governing Body 12/09/2020

b. Request for the Approval of State Price Agreement #70-000-16-00034AE in the Total Amount of One Hundred Forty-Five Thousand Nine Hundred Sixty-Eight Dollars (\$145,968.00) for the Purchase of a Brush Truck and Equipment from 411 Equipment, LLC.; Brian Moya; bjmoya@santafenm.gov; (505)955-3111

COMMITTEE REVIEW:

Public Works and Utilities Committee 11/09/2020
Finance Committee 11/30/2020
Governing Body 12/09/2020

c. Request for approval of a Budget Adjustment Resolution (BAR) in the total amount of \$76,484 the Water Enterprise Cash Balance to the unused 2020 Balance of the Alpha SW Contract. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373)

Committee Review:

Public Works and Utilities Committee - 11/09/2020

Finance Committee - 11/30/2020

Governing Body - 12/09/2020

d. Request for Approval on the License Agreement in exchange for obligations of Licensee for an i term between the City of Santa Fe and New Mexico Department of Cultural Affairs. (Sam Burnett, Public Works Project Administrator, jsburnett@santafenm.gov, (505) 955-9533 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, (505) 995-6303)

Committee Review:

Quality of Life Committee: 11/04/2020

Public Works & Utilities Committee: 11/09/2020

Governing Body: 11/10/2020

e. Consideration of Resolution 2020-_____. A Resolution Hosting Community Conversations and Establishing a Special City Committee On Cultures, Histories, Art, Reconciliation, And Truth. Webber and Councilors Garcia, Villareal, Cassutt-Sanchez, Vigil Coppler, Romero-Wirth, and Lindell) (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

Committee Review:

Public Works and Utilities Committee: 10/26/2020

Quality of Life Committee: 11/4/2020

Public Works and Utilities Committee: 11/9/20

Special Finance Committee: 11/16/2020

Special Governing Body Meeting: 11/18/20

Name: Helen Milenski

Comment - 11/09/2020 01:47 PM: (No Vote)

To: PW&U Committee

I sense there is some division with leadership of having 21 individuals on the CHART Committee. I know that Mayor Webber put great thought into this aspect of the proposal. However, I must agree with the concerns of Councilman Garcia. Membership of 21 would be unwieldy in taking efficient action. In addition, too many requirements is also discouraging to the average concerned Santa Fean and New Mexican. This leads to feeling ostracized and as though they are barred from participation.

I suggest that we can narrow down some of the restrictive criteria to the appointments and expand the "At Large" consideration. If that is not possible due to number constraints, I alternatively suggest that a Secondary Consideration List be maintained for the eventual and necessary Sub-Committees that will need to work with the CHART Committee to fulfill their duties. Many "At Large" prospective members could be very useful helping with one of the three arms of the tasks ahead.

One potential reduction could be achieved by reviewing, "Two individuals with historical/cultural expertise and credentials, and/or higher education credentials, in New Mexico's history and culture;" and " One individual with national museum or other professional historical interpretation experience." These three positions would essentially duplicate a lot of expertise. While I believe it is necessary to have properly credentialed experts to assist in the functions that are commissioned to the CHART

Committee, having 3 persons that perhaps overlay the same knowledge is not helpful.

I am in agreement that the reporting criteria of full presentations once a month would needlessly weigh the CHART Committee down with administrative work. I believe that in the beginning, a Task Summary presented at the monthly Governing Body Meeting would suffice as it would be mostly brief notes covering the guidelines established and Sub-Committee appointment business. Full presentations every 3 months should be established, with the caveat that the CHART Committee can provide a full presentation in the interim if actions necessitate it.

Thank you for your time and consideration. Your leadership at this difficult time is uplifting and very needed.

Helen M. Milenski
505-469-6990
2224 Camino Rancho Siringo
Santa Fe, NM 87505

f. Consideration of Resolution No. 2020-__: A Resolution Urging the Legislature of the State of New Mexico to Repeal the Statutory Provisions Preempting Stricter County and Municipal Regulation of the Sale of Cigarettes, Tobacco Products, and Electronic Smoking Devices. (Councilors Romero-Wirth and Cassutt-Sanchez) (Rich Brown, Economic Development Director, rbrown@santafenm.gov, 955-6625)

Committee Review:

Quality of Life Committee: 11/4/20
Public Works and Utilities Committee: 11/9/20
Governing Body: 11/10/20

g. Consideration of Bill No. 2020-__: An Ordinance Amending Section 14-8.14(C) SFCC 1987 a Reference to the Impact Fee Service Area; Amending Section 14-8.14(E) to Adopt a New Impact Fee Schedule and Clarify Appropriate Land Use Categories as They Relate to Impact Fee Collection; Amending Section 14-8.14(G) to Add a Reference to the Impact Fee Service Area; Amending Section 14-8.14(J) to Add a Reference to the Impact Fee Service Area; Adding a Service Area Map as Exhibit F in the Appendix to the Land Development Code; and Establishing an Effective Date. (Mayor Webber) (Carlos Gemora, Planner Senior, cegemora@santafenm.gov, 955-6670)

Committee Review:

Planning Commission: 11/5/20
Public Works and Utilities Committee: 11/9/20
Governing Body (request to publish): 11/10/20
Finance Committee: 11/30/20
Governing Body (public hearing): 12/9/20

h. Consideration of Resolution No. 2020-__: A Resolution Adopting the "Impact Fee Capital Improvement Plan 2021-2027 for Roads, Parks, Fire/EMS, and Police" to Update the City's Impact Fee Capital Improvement Plan, Land Use Assumptions, and Impact Fees, as Required by the State Development Fees Act, NMSA 1978, Section 5-8-30. (Mayor Webber) (Carlos Gemora, Planner Senior, ccegemora@santafenm.gov, 955-6670)

Committee Review:

Public Works and Utilities Committee: 11/9/20

Finance Committee: 11/30/20

Governing Body: 12/9/20

i. Request for approval to enter into a grant agreement with the New Mexico Environment Department to provide reimbursable funding for electric vehicle charging stations at City's public parking garages; the grant funds are reimbursable in the total amount of \$26,303.00 (Neal Denton, Sustainability Planner, Environmental Services Department, nhdenton@santafenm.gov, 955.2229)

Committee Review:

Public Works and Utilities Committee - 11/09/2020

Finance Committee - 11/30/2020

Governing Body - 12/09/2020

j. Consideration of Bill No. 2020-32: An Ordinance Amending Section 14-6.2 SFCC 1987 to Amend Ordinance a Maximum of One Thousand (1000) Short-Term Rental Permits in the City, to Prospectively Limit the Number of Short-Term Rental Permits to One Per Natural Person, to Prospectively Limit the Proximity of Short-Term Rental Units, to Require a Local Operator for Short-Term Rental Units, to Adopt Record-Keeping and Reporting Requirements for Short-Term Rental Unit Owners and Host Platforms, and to Clarify Other Provisions of the Short-Term Rental Ordinance; Amending the Land Use Code Definitions in Section 14-12.1 SFCC 1987 as They Relate to Short-Term Rental Units; and Amending Section 12-2.3 SFCC 1987 to Clarify That a Short-Term Rental Unit is not a Group R-1 Occupancy for Purposes of Fire Inspections. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth and Councilor Villarreal) (Elias Isaacson, Planning and Land Use Director, esiasaacson@santafenm.gov, 955-6730 and Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Committee Review:

Planning Commission: 10/15/20

Quality of Life Committee: 10/21/20

Public Works and Utilities Committee: 10/26/20

Governing Body (request to publish): 10/28/20

Finance Committee: 11/2/20

Public Works and Utilities Committee: 11/9/20

Governing Body (public hearing): 12/9/20

Name: Robert Drummond

Comment - 11/09/2020 12:10 PM: (Against)

Public Works & Utilities Committee,

Please understand that my short term rental business is my sole form of income in New Mexico. Those of us who have permits work hard to comply to city guidelines. In a time of exploding homelessness and economic struggle, it is hard to understand why the city is targeting short term rentals unless there are special interest groups that might gain from an amended ordinance.

I ask the following:

1. Please support the changes the Planning Commission recommended on the short-term rental ordinance.
2. Please remove the one reservation per 7 day period restriction. The Planning Commission recommended the removal and this restriction is arbitrary and unenforceable.
3. Please remove the one permit per person restriction from the ordinance. Director Issacson has noted that this is not an issue in Santa Fe and the ordinance will not allow for large corporations or outside investors to get multiple permits anyway.
4. AND PLEASE remove the burdensome records submission to the city. This takes time and money away from more important projects.
5. EXPLAIN to us: who and how we will be grandfathered if we have existing permits. It is not currently clear.

Thank you,

Robert

Consideration of Resolution No. 2020-__: A Resolution Establishing City of Santa Fe Legislative Priorities for Consideration by the New Mexico State Legislature During the 55th Legislature – State of New Mexico – First Session, 2021. (Mayor Webber) (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622; Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Committee Review:

Public Works and Utilities Committee: 11/9/20

Finance Committee: 11/30/20

Quality of Life Committee: 12/2/20

Governing Body: 12/9/20

Consideration of Resolution No. 2020-__: A Resolution Relating to a Request for Approval of First Quarter Budget Amendments for Fiscal Year 2020/2021. (Andy Hopkins, Principal Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

Committee Review:

Finance Committee: 11/2/20

Public Works and Utilities Committee: 11/9/20

Governing Body: 11/10/20

9. ACTION ITEMS: DISCUSSION

10. EXECUTIVE SESSION
11. MATTERS FROM STAFF
12. MATTERS FROM THE COMMITTEE
13. MATTERS FROM THE CHAIR
14. NEXT MEETING: Monday, December 14, 2020
15. ADJOURN

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five working days prior to meeting date.

Exhibit #2

Proposed Impact Fee Update

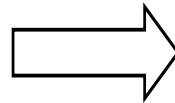
Public Works & Utilities Committee

Carlos Gemora, Senior Land Use Planner

11/9/2020

Concept:

Impact fees are used by local governments to charge new development a proportionate share of the infrastructure costs they impose on the community. (Growth pays for itself).



In Practice:

Santa Fe charges impact fees for new roads, parks, fire, and police infrastructure.

Past funds have been used to develop SWAN Park, expand major roads, improve sidewalks and add-on to existing fire stations.

Forthcoming projects include new park bathrooms, playground and exercise equipment, roadway improvements, and increased storage for the Fire and Police Departments.

The Capital Improvements Advisory Committee (CIAC) provides citizen oversight, reviews fund utilization, and provides recommendations regarding the IFCIP and assessment of fees.

Context:

- Existing plan (adopted 2014) ends in 2020 – need to update plan per State Law
- Fees need to reflect new plan
- 2014 Fees no longer reflect cost of providing infrastructure



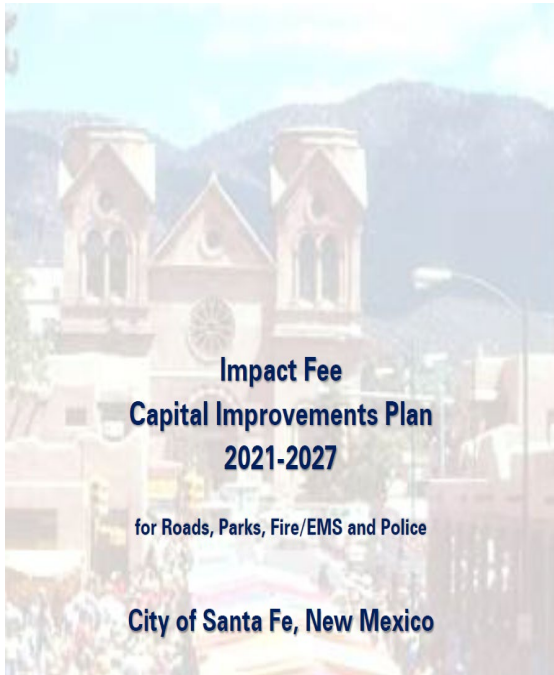
Goals:

1. Legal Compliance
2. Avoid Drastic Changes (predictable)
3. Consider Naturally Increasing Infr. Costs (establish good foundation)

2014 Assessed Fees

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Single-Family Detached*						
1,500 sq. ft. or less	Dwelling	\$1,894	\$967	\$154	\$64	\$3,079
1,501-2,000 sq. ft.	Dwelling	\$2,064	\$1,010	\$161	\$68	\$3,303
2,001-2,500 sq. ft.	Dwelling	\$2,141	\$1,108	\$176	\$74	\$3,499
2,501-3,000 sq. ft.	Dwelling	\$2,245	\$1,163	\$186	\$78	\$3,672
More than 3,000 sq. ft.	Dwelling	\$2,377	\$1,238	\$197	\$83	\$3,895
Accessory Unit	Dwelling	\$947	\$483	\$77	\$32	\$1,539
Multi-Family	Dwelling	\$1,299	\$945	\$150	\$63	\$2,457
Retail/Commercial	1,000 sq. ft.	\$4,006	\$0	\$269	\$113	\$4,388
Office	1,000 sq. ft.	\$2,402	\$0	\$126	\$53	\$2,581
Industrial	1,000 sq. ft.	\$1,856	\$0	\$55	\$23	\$1,934
Warehouse	1,000 sq. ft.	\$968	\$0	\$24	\$10	\$1,002
Mini-Warehouse	1,000 sq. ft.	\$375	\$0	\$22	\$9	\$406
Public/Institutional	1,000 sq. ft.	\$1,460	\$0	\$113	\$48	\$1,621

IFCIP 2021-2027



Impact Fee Capital Improvements Plan 2021-2027

for Roads, Parks, Fire/EMS and Police

City of Santa Fe, New Mexico

2020 Maximum Calculated Fees

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Single-Family Detached (avg.)	Dwelling	\$3,403	\$2,935	\$559	\$141	\$7,038
1,500 sq. ft. or less	Dwelling	\$3,208	\$2,700	\$514	\$130	\$6,552
1,501-2,500 sq. ft.	Dwelling	\$3,381	\$2,906	\$554	\$140	\$6,981
2,501-3,000 sq. ft.	Dwelling	\$3,553	\$3,111	\$592	\$150	\$7,406
more than 3,000 sq. ft.	Dwelling	\$3,748	\$3,346	\$636	\$161	\$7,891
Accessory Unit	Dwelling	\$1,673	\$1,849	\$352	\$89	\$3,963
Multi-Family	Dwelling	\$1,961	\$2,201	\$420	\$106	\$4,688
Mobile Home Park	Space	\$1,802	\$4,491	\$855	\$216	\$7,364
Retail/Commercial	1,000 sq. ft.	\$4,670	\$0	\$624	\$158	\$5,452
Office	1,000 sq. ft.	\$3,986	\$0	\$303	\$77	\$4,366
Industrial	1,000 sq. ft.	\$1,592	\$0	\$131	\$33	\$1,756
Warehouse	1,000 sq. ft.	\$825	\$0	\$61	\$15	\$901
Mini-Warehouse	1,000 sq. ft.	\$403	\$0	\$12	\$3	\$418
Public/Institutional	1,000 sq. ft.	\$1,808	\$0	\$140	\$36	\$1,984

Impact Fee Ordinance

1 CITY OF SANTA FE, NEW MEXICO
 2 BILL NO. 2020-__
 3 INTRODUCED BY:
 4
 5 Mayor Alan Webber
 6
 7 AN ORDINANCE
 8 AMENDING SECTION 14-8.14(C) SFCC 1987 TO ADD A REFERENCE TO THE
 9 IMPACT FEE SERVICE AREA; AMENDING SECTION 14-8.14(E) TO ADOPT A NEW
 10 IMPACT FEE SCHEDULE AND CLARIFY APPROPRIATE LAND USE CATEGORIES
 11 AS THEY RELATE TO IMPACT FEE COLLECTION; AMENDING SECTION 14-
 12 8.14(G) TO ADD A REFERENCE TO THE IMPACT FEE SERVICE AREA;
 13 AMENDING SECTION 14-8.14(J) TO ADD A REFERENCE TO THE IMPACT FEE
 14 SERVICE AREA; ADDING A SERVICE AREA MAP AS EXHIBIT F IN THE
 15 APPENDIX TO THE LAND DEVELOPMENT CODE; AND TO ESTABLISH AN
 16 EFFECTIVE DATE.

Proposed Impact Fee Schedule (2021)

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Adoption Percentage of Maximum:		70%	40%	40%	50%	
Single-Family Detached						
1,500 sq. ft. or less	Dwelling	\$2,246	\$1,080	\$206	\$65	\$3,596
1,501-2,500 sq. ft.	Dwelling	\$2,367	\$1,162	\$222	\$70	\$3,821
2,501-3,000 sq. ft.	Dwelling	\$2,487	\$1,244	\$237	\$75	\$4,043
more than 3,000 sq. ft.	Dwelling	\$2,624	\$1,338	\$254	\$81	\$4,297
Accessory Unit	Dwelling	\$1,171	\$740	\$141	\$45	\$2,096
Multi-Family	Dwelling	\$1,373	\$880	\$168	\$53	\$2,474
Mobile Home Park	Space	\$1,261	\$1,796	\$342	\$108	\$3,508
Retail/Commercial	1,000 sq. ft.	\$3,269	\$0	\$250	\$79	\$3,598
Office	1,000 sq. ft.	\$2,790	\$0	\$121	\$39	\$2,950
Industrial	1,000 sq. ft.	\$1,114	\$0	\$52	\$17	\$1,183
Warehouse	1,000 sq. ft.	\$578	\$0	\$24	\$8	\$609
Mini-Warehouse	1,000 sq. ft.	\$282	\$0	\$5	\$2	\$288
Public/Institutional	1,000 sq. ft.	\$1,266	\$0	\$56	\$18	\$1,340

IFCIP 2021-2027

- Update to 2014-2020 Plan.
- Required by State Law in order to continue collecting impact fees.
- Calculated by experienced professional contractor (Duncan Associates) per national best practices.

2020 Maximum Calculated Fees

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Single-Family Detached (avg.)	Dwelling	\$3,403	\$2,935	\$559	\$141	\$7,038
1,500 sq. ft. or less	Dwelling	\$3,208	\$2,700	\$514	\$130	\$6,552
1,501-2,500 sq. ft.	Dwelling	\$3,381	\$2,906	\$554	\$140	\$6,981
2,501-3,000 sq. ft.	Dwelling	\$3,553	\$3,111	\$592	\$150	\$7,406
more than 3,000 sq. ft.	Dwelling	\$3,748	\$3,346	\$636	\$161	\$7,891
Accessory Unit	Dwelling	\$1,673	\$1,849	\$352	\$89	\$3,963
Multi-Family	Dwelling	\$1,961	\$2,201	\$420	\$106	\$4,688
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Industrial	1,000 sq. ft.	\$1,592	\$0	\$131	\$33	\$1,756
Warehouse	1,000 sq. ft.	\$825	\$0	\$61	\$15	\$901
Mini-Warehouse	1,000 sq. ft.	\$403	\$0	\$12	\$3	\$418
Public/Institutional	1,000 sq. ft.	\$1,808	\$0	\$140	\$36	\$1,984

Table 80. Planned Major Road Improvements, 2021-2027

Project Name	Location	Est. Cost
Beckner Road	Los Soleras to Richards	\$7,000,000
Calle Po Ae Pi	Airport to Rufina	\$900,000
West Alameda Reconstruction*	Calle Nopal to Siler	\$7,000,000
Arroyo Chamiso Crossing	Cerrillos to Rodeo	\$4,000,000
Jaguar Drive Extension	NM599 to Municipal Airport	\$3,000,000
Governor Miles	Richards to Nizhoni	\$2,000,000
Guadalupe St. Reconstruction*	Agua Fria to Paseo de Peralta	\$5,800,000
Henry Lynch	Rufina to Agua Fria	\$2,200,000
Paseo del Sol Extension	Jaguar to Jaguar	\$7,000,000
Bike Lanes/Sidewalks*	Reconstruction/Expansion	\$4,000,000
Rufina	Harrison to Camino Carlos Rey	\$750,000
San Felipe	Agua Fria to Airport Road	\$2,000,000
Southside Transit Center (Addl.)	Valdes Industrial Park (Camino Entrada)	\$500,000
Total, Road Improvements		\$46,150,000
Agua Fria/South Meadows		\$3,150,000
Cerrillos/Sandoval/Manhattan		\$1,800,000
Grant/Griffin		\$260,000
Sandoval/Montezuma		\$850,000
Agua Fria/Cottonwood		\$2,000,000
Airport Road/Calle Po Ae Pi		\$500,000
Galisteo/Rodeo		\$500,000
Paseo de Peralta/Acequia Madre		\$500,000
Rufina/Lopez Lane		\$1,800,000
Beckner/Richards		\$2,000,000
Total, Intersection/Signalization Improvements		\$13,360,000
Total, All Road Projects		\$59,510,000

Table 81. Planned Park/Trail Improvements, 2021-2027

Project Name	Est. Cost
Las Soleras Park/Open Space/Trails	\$8,250,000
Nava Ade Park Development (Ph2 -South Park, open space)	\$2,115,000
SW Activity Node (SWAN - Tierra Contenta) Ph2-4	\$20,000,000
Small Parks (new)	\$500,000
Play Equipment (new)	\$150,000
Exercise Equipment (new)	\$650,000
Picnic Area, Shade Structures, Misc. Equipment (new)	\$203,625
Restrooms (new)	\$1,950,000
Tennis/Pickle Ball Courts (new)	\$250,000
Signature Series Fitness Courts	\$600,000
Subtotal, Neighborhood & Community Parks	\$34,668,625
Acequia Trail (South Meadows to San Felipe)	\$1,500,000
Acequia Trail (Otowit to Maclovía)	\$250,000
Acequia Trail (Maclovía to Hermanos Rodriguez)	\$500,000
Canada Rincon Trail	\$1,200,000
Northwest Quadrant Trails	\$300,000
Tierra Contenta Trail	\$400,000
Bicycle and Pedestrian Wayfinding	\$350,000
St Michaels/Rail Trail Underpass	\$4,985,000
Rail Trail Extension - Pen Rd. to Alta Vista	\$1,000,000
Las Soleras Trail (NEW)	\$1,000,000
Subtotal, Trails	\$11,485,000
Total, Parks and Trails	\$46,153,625

Table 82. Planned Fire/EMS Improvements, 2021-2027

Improvement	Building Sq. Feet		Total Est. Cost	Eligible Est. Cost
	Existing	Proposed		
New Station & Equip. (Agua Fria)	0	10,605	\$5,037,375	\$5,037,375
New Station & Equip. (Las Soleras)	0	10,605	\$5,037,375	\$5,037,375
Fire Station No. 5 Remodel*	10,156	15,000	\$4,875,000	\$1,574,300
Fire Station No. 6 Remodel*	2,000	8,242	\$3,090,750	\$2,340,750
Fire Apparatus Storage	0	n/a	\$300,000	\$300,000
Bunker/Turnout Fire Safety Gear	n/a	n/a	\$110,000	\$110,000
Fire Hoses	n/a	n/a	\$50,000	\$50,000
Mobile Mini-Storage Containers	n/a	n/a	\$20,000	\$20,000
Total	12,156	44,452	\$18,520,500	\$14,469,800

Table 83. Planned Police Improvements, 2021-2027

Improvement	Est. Cost	
Professional Standards-Camino Entrada	Update building type	\$200,000
Police Support Operations Office	Remodel of police records bldg/parking	\$220,000
Police Vehicle Lot	New bldg w/garages, lifts, storage	\$406,000
North Community Substation	New substation (including land)	\$905,000
South Community Substation	New substation (including land)	\$905,000
Mobile Mini Storage Containers	Climate-controlled storage equip.	\$120,000
Mobile Equipment, Vehicles, Trailers	Expand deployment capacities	\$650,000
Firearms Training System	New training equipment	\$200,000
Total		\$3,806,000

Proposed Ordinance Amending Impact Fee Assessments

Initial Assessment of Impact Fees (2021)

- Relatively similar to 2014 assessed fees (no drastic change)
- Covers ~55% of infrastructure cost
- +\$322 ~SFH unit; +\$17 MFH unit;
-\$790 for retail commercial
(cannot assess land use types independently)

2021 Assessed Fees

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Adoption Percentage of Maximum:		70%	40%	40%	50%	
Single-Family Detached (avg.)	Dwelling	\$2,382	\$1,174	\$224	\$71	\$3,850
Accessory Unit	Dwelling	\$1,171	\$740	\$141	\$45	\$2,096
Multi-Family	Dwelling	\$1,373	\$880	\$168	\$53	\$2,474
Retail/Commercial	1,000 sq. ft.	\$3,269	\$0	\$250	\$79	\$3,598
Office	1,000 sq. ft.	\$2,790	\$0	\$121	\$39	\$2,950
Industrial	1,000 sq. ft.	\$1,114	\$0	\$52	\$17	\$1,183
Warehouse	1,000 sq. ft.	\$578	\$0	\$24	\$8	\$609
Mini-Warehouse	1,000 sq. ft.	\$282	\$0	\$5	\$2	\$288
Public/Institutional	1,000 sq. ft.	\$1,266	\$0	\$56	\$18	\$1,340

Change Between 2014 Assessed Fees & Proposed 2020 Proposed Fees

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Change for 2,001-2500sf Single-Family		\$322		Change for Multi-Family		\$17
Single-Family Detached						
1,500 sq. ft. or less	Dwelling	19%	12%	34%	2%	17%
1,501-2,000 sq. ft.	Dwelling	15%	15%	38%	3%	16%
2,001-2,500 sq. ft.	Dwelling	11%	5%	26%	-5%	9%
2,501-3,000 sq. ft.	Dwelling	11%	7%	27%	-4%	10%
more than 3,000 sq. ft.	Dwelling	10%	8%	29%	-3%	10%
Accessory Unit	Dwelling	24%	53%	83%	39%	36%
Multi-Family	Dwelling	6%	-7%	12%	-16%	1%
Mobile Home Park	Space	n/a	n/a	n/a	n/a	n/a
Retail/Commercial	1,000 sq. ft.	-18%	n/a	-7%	-30%	-18%
Office	1,000 sq. ft.	16%	n/a	-4%	-27%	14%
Industrial	1,000 sq. ft.	-40%	n/a	-5%	-28%	-39%
Warehouse	1,000 sq. ft.	-40%	n/a	2%	-25%	-39%
Mini-Warehouse	1,000 sq. ft.	-25%	n/a	-78%	-83%	-29%
Public/Institutional	1,000 sq. ft.	-13%	n/a	-50%	-63%	-17%
Percent Change in Revenue from 2014		5%	0%	15%	-14%	3%

Phased Increase of Impact Fees (2022-2025)

- +\$300-600 annual fee increase for residential units
- Catches up with increasing cost of providing new infrastructure
- Predictable increases
- CIAC Review/Recommendation Prior to 2023

2022 Assessed Fees

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Adoption Percentage of Maximum:		78%	45%	45%	56%	
Single-Family Detached (avg.)	Dwelling	\$2,668	\$1,315	\$250	\$79	\$4,312
Accessory Unit	Dwelling	\$1,312	\$828	\$158	\$50	\$2,348
Multi-Family	Dwelling	\$1,537	\$986	\$188	\$59	\$2,770
Retail/Commercial	1,000 sq. ft.	\$3,661	\$0	\$280	\$88	\$4,029
Office	1,000 sq. ft.	\$3,125	\$0	\$136	\$43	\$3,304
Industrial	1,000 sq. ft.	\$1,248	\$0	\$59	\$18	\$1,325
Warehouse	1,000 sq. ft.	\$647	\$0	\$27	\$8	\$682
Mini-Warehouse	1,000 sq. ft.	\$316	\$0	\$5	\$2	\$323
Public/Institutional	1,000 sq. ft.	\$1,417	\$0	\$63	\$20	\$1,500

2023 Assessed Fees

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Adoption Percentage of Maximum:		88%	50%	50%	63%	
Single-Family Detached (avg.)	Dwelling	\$2,988	\$1,473	\$280	\$88	\$4,829
Accessory Unit	Dwelling	\$1,469	\$927	\$177	\$56	\$2,629
Multi-Family	Dwelling	\$1,721	\$1,104	\$211	\$66	\$3,102
Retail/Commercial	1,000 sq. ft.	\$4,100	\$0	\$314	\$99	\$4,513
Office	1,000 sq. ft.	\$3,500	\$0	\$152	\$48	\$3,700
Industrial	1,000 sq. ft.	\$1,398	\$0	\$66	\$20	\$1,484
Warehouse	1,000 sq. ft.	\$725	\$0	\$30	\$9	\$764
Mini-Warehouse	1,000 sq. ft.	\$354	\$0	\$6	\$2	\$362
Public/Institutional	1,000 sq. ft.	\$1,587	\$0	\$71	\$22	\$1,680

11/9 Committee Request:

1. Consideration of the Resolution Adopting IFCIP Update
2. Consideration of the Bill Amending the Assessment of Impact Fees
3. Questions/Concerns we need to resolve prior to December 9th Governing Body Meeting



City of Santa Fe New Mexico

Memorandum





Date: October 30, 2020

To: Quality of Life Committee/Public Works Committee/Finance Committee/Governing Body

Via: 
Regina Wheeler (Nov 10, 2020 12:08 MST)

Regina A. Wheeler, Public Works Department Director

Cc: John P Munoz, Recreation Division Director

From: Melissa McDonald, Interim Parks Division Director 
Jessie Esparza, Parks Project Specialist 

RE: Memorial – A Resolution Renaming Alto Park to Ron Shirley Alto Park

ITEM AND ISSUE:

Resolution No. 2010-19 permits City-owned parks to be named after community members who meet certain criteria.

BACKGROUND AND SUMMARY:

Ron Shirley served the City of Santa Fe in the Parks and Recreation Department for 28 years. He joined the department as a laborer, steadily worked up the ladder, and eventually became the department's director. Mr. Shirley was highly regarded by staff and residents for his conscientious devotion to the City and its parks and would never ask his employees to do something he hadn't done himself. Ron volunteered countless hours to the City in his work, taking care of parks and being involved in various sports leagues including coaching football and girls basketball at Santa Fe High School. Ron Shirley, who retired in 2007, passed away on December 27, 2018.

ACTION REQUESTED: The Public Works Department- Parks Division and the sponsors of this resolution are requesting the Governing Body change the name of Alto Park to Ron Shirley Alto Park, in recognition of the contributions made by Ron Shirley.

ATTACHMENTS:

Resolution

Exhibit A – Article The New Mexican Jan 11, 2019 'Heaven is going to have Beautiful Park'; Ron Shirley accomplishments: May 15, 1948 – December 27, 2018

Exhibit B - Pronto Sign Picture of the Memorial RON SHIRLEY Alto Park Sign

Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Renee Villarreal

Councilor Roman “Tiger” Abeyta

A RESOLUTION

RENAMING ALTO PARK THE RON SHIRLEY ALTO PARK.

WHEREAS, Resolution No. 2010-19 permits City-owned parks to be named after community members who meet certain criteria; and

WHEREAS, those criteria include:

1. The individual must be deceased;
2. The individual must have made significant contributions to the community;
3. The individual must have been of high integrity and good moral character;
4. The individual must have been a resident of Santa Fe county or have a strong connection to Northern New Mexico; and
5. The individual may have made charitable contributions of time or money either in the past or in the present; and

WHEREAS, the Governing Body desires to name Alto Park after Ron Shirley; and

WHEREAS, Ron Shirley left this world on December 27, 2019 after a five-year long battle with prostate cancer; and

1 **WHEREAS**, Ron was a former City of Santa Fe Parks and Recreation Director who joined
2 the department as a laborer before steadily climbing the ladder to eventually fill the highest
3 position; and

4 **WHEREAS**, Ron was highly regarded by staff and residents for his conscientious devotion
5 to the City and its parks and would never ask his employees to do something he hadn't done himself;
6 and

7 **WHEREAS**, before and after retirement, Ron volunteered countless hours to the City in
8 his work taking care of parks and being involved in various sports leagues, including coaching
9 football and girls basketball at Santa Fe High School; and

10 **WHEREAS**, former Police Chief Beverly Lennon described Ron as a director who "led
11 from the front", overseeing employees who could always be depended upon; and

12 **WHEREAS**, Ron understood how parks support youth programming, reduce crime, and
13 empower future leaders; and

14 **WHEREAS**, while Ron had one regret of not becoming a teacher, he nonetheless spent
15 countless hours both on and off the clock mentoring both employees and young athletes in the
16 community; and

17 **WHEREAS**, as Ron's wife, Margo, put it after his passing, "heaven is going to have
18 beautiful parks."

19 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
20 **CITY OF SANTA FE** that Alto Park is hereby renamed Ron Shirley Alto Park in recognition of
21 the contributions made by Ron Shirley

22 PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.
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ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

HEAVEN IS GOING TO HAVE BEAUTIFUL PARKS

Ronald Shirley, a former city Parks and Recreation Department director who was known for master landscape gardening and coaching high school sports, died Dec. 27 from prostate cancer.

“Heaven is going to have beautiful parks,” said Margo Shirley, his wife of nearly 40 years.

Ronald Shirley, who was 70, was born and raised in Santa Fe and led the city parks department for 28 years before retiring in 2007. He started in the department as a laborer after funding for his social work position at the former B.F. Young Junior High School ended, his wife said. Her husband always told his workers he wouldn’t ask them to do anything he hadn’t done or wouldn’t do, Margo Shirley said.

Ronald Shirley also coached football and girls basketball at Santa Fe High School. “He wanted to foster the good in the kids,” his wife said.

Lifelong friend Tom Manning, the athletic director at St. Michael’s High School, called Shirley a sports enthusiast. From listening to Yankees games on a transistor radio as kids to texting about player statistics and their fantasy football teams as adults (Shirley was a Giants fan), the two friends never lost touch of their passion for sports, Manning said.

Manning and Shirley became friends when they were 8 years old and growing up in the same neighborhood. Through the years, as college roommates and then as fathers and coaches, Manning said, Shirley always had his back. “We were more like brothers than friends.”

Shirley also was known for his “Ronnie-isms,” his wife said, describing what she called an “unbelievable” sense of humor.

He sang in the shower, made jokes after every new haircut and sent anonymous letters to his friends who liked the Dallas Cowboys — a team he despised, Margo Shirley said with a laugh.

More than anything, she said, her husband was a man of faith, family and community.

He graduated from St. Michael’s High in 1966 and New Mexico State University in 1972 with a degree in social work. He married Margo in 1979, and the couple had two children and three grandchildren, who called him “Sherpa.”

His one regret was not becoming a teacher, his wife said. But for her and others, he accomplished that goal.

“He taught people to be kind,” she said. “He taught me humility.”

Shirley’s daughter said she saw him as the epitome of a good person. “He always gave and never wanted credit,” Lindsey Shirley-Stringer said.

Ronald Shirley’s son, Aaron Shirley, said his his father taught him about being an admirable man, enjoying sports and putting family first.

“The message he always told me is life’s hard and it’s all about how you get up,” Aaron Shirley said.

Even during his five years of fighting cancer, Ronald Shirley stuck with that mindset. His wife said he never complained. He kept his sense of humor and never missed his morning cup of coffee.

Since her husband’s death, Margo Shirley said, she has continued to make a cup of coffee the way he liked it — cream with no sugar, heated in the microwave for 25 seconds after brewing. She sets it next to his picture as she sips on her own coffee, savoring one of his loves.

The Santa Fe NM 12/27/2018

Ron Shirley

May 15, 1948 - December 27, 2018

(1). Ron (Ronald D. Shirley) Shirley was born on May 15, 1948 in Santa Fe, New Mexico. He graduated from St. Michael's High and received his Bachelor's Degree from New Mexico State University. After retirement, Ron received his Master Gardener Certification from New Mexico State Extension service. Ron died on December 27th, 2018 after a courageous battle with prostate cancer.

(2) . Ron, worked as a Social Worker for La Familia Medical Center and Santa Fe Public Schools. He began his career with the City of Santa Fe in 1978, retiring in 2006, as Parks and Recreation Director after 27 years of dedicated service. Serving the needs of the Community and beautifying his beloved City...he could be seen driving his 'Unit 600" wagon throughout the City. He was a visible leader and you never knew when "Boss" or "Mr. Shirley" would appear. Ron, oversaw Parks, Recreation, Swimming Pools, Human Service Providers, open space and trails, Santa Fe Beautiful, Ft. Marcy Complex, GCC, Marty Sanchez Golf Course, graffiti unit, special events and Plaza activities .

Ron, felt the most important aspect of his job was to make certain the Youth of his beloved City had access to the usage of the various City facilities especially the fields. As a result of this commitment ...he worked closely with the various youth athletic leagues and Public and Private schools in Santa Fe.

Ron's passion for sports was known by all. He coached his children and hundreds of other City youth in YAFL, Little League and Softball. He also coached at the high school level at Santa Fe High School ; girls basketball and football and was a basketball referee.

(3). Ron lived his life serving the needs of others, as a devoted husband, father, grandfather, uncle, friend, community member and boss. Ron was well respected by his employees , and he didn't ask them to do anything he hadn't done. He was vested in his community and took pride in his Parks and expected the same from his employees. He represented the City with humility and gave credit to his employees for the successes during his tenure. He was a man of few words ... preferred to stay in the background while they got all the credit. Ron expected the best from himself...and that expectation was the same for his employees. Ron, truly cared for his employees on a personal level. He was there to listen, to guide, and to lead them. He could be heard...on many occasions saying he loved his job.

(4) Ron was born and raised in Santa Fe and upon graduating from New Mexico State University he returned to Santa Fe to make a difference in his Community...which eventually would give back so much to him and his family.

Upon Ron's retirement, he began his second career working for Santa Fe Public Schools. He worked as a Truancy/Attendance Officer at Santa Fe High School. His training as a Social Worker assisted him in those difficult situations. His primary focus was to make certain students were in class.

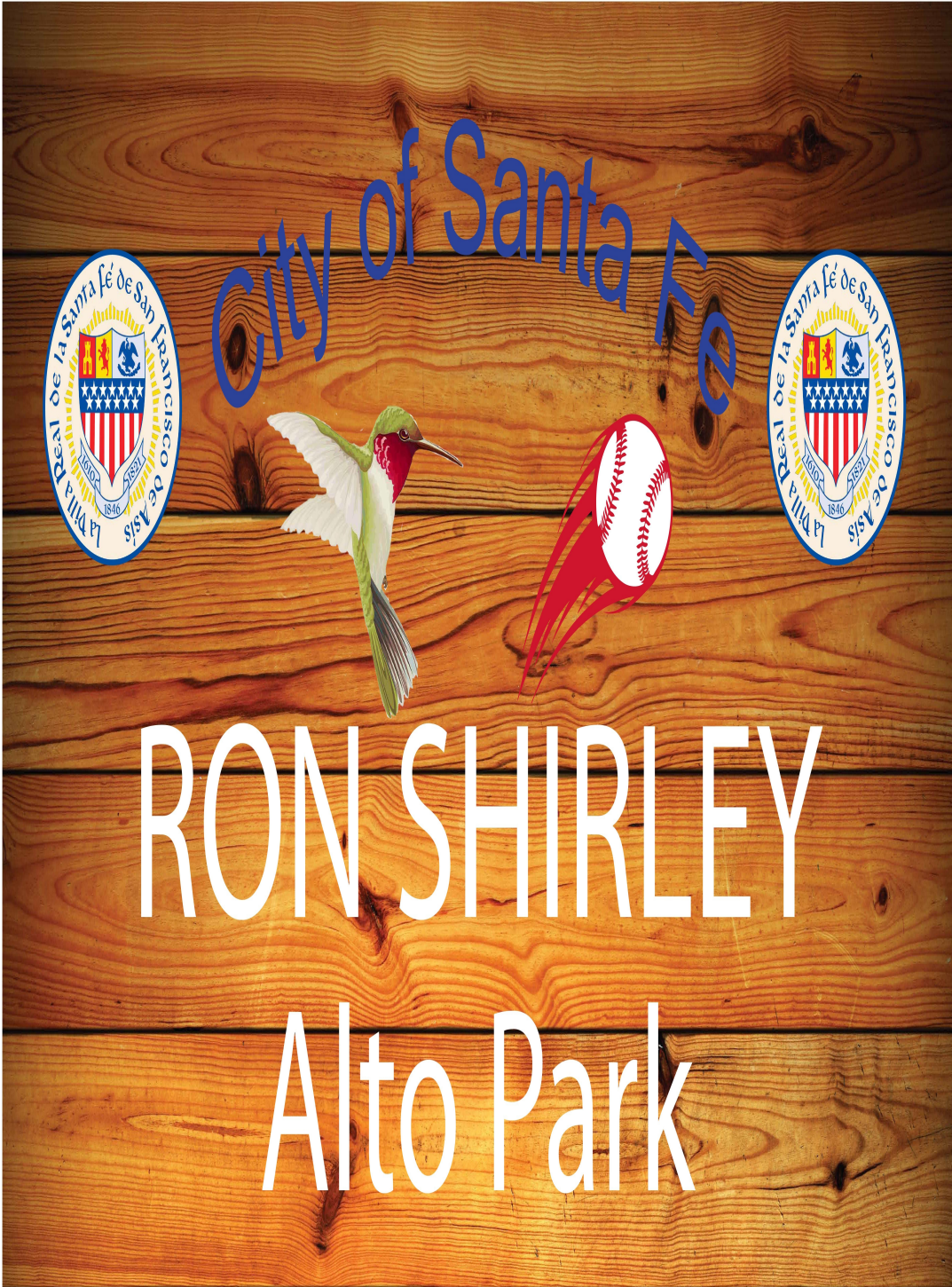
He also worked as an Elementary and High School substitute creating special relationships with the students, teachers, and principals. He became sought after to sub at schools.

Ron, was then asked to be the Athletic Manager at Santa Fe High where he remained for two years. His connections with the City and his expertise as Parks and Recreation Director helped him to succeed in this position.

Ron, also served for 7 years under Monsignor Jerome Martinez as a member on the Building Committee and founding member of Santa Maria de La Paz Catholic Community. He was a life long member of the SF Elks Lodge #460, youth leagues board member, and past membership of NMAA, NMPRA., to name a few.

His love for his beloved Yankees, New York Giants and Notre Dame was known by all, but not surpassed by the love he gave to his family, his wife Margo, daughter Lindsey (Paul), son Aaron and his precious grandchildren who he adored ; Adam, Liam and Maggie.

Submitted by Margo Shirley



City of Santa Fe



RON SHIRLEY

Alto Park

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Rename Alto Park

Sponsor(s): Councilors Joanne Vigil-Coppler, Villarreal, and Abeyta

Reviewing Department(s): Public Works Department

Staff Completing FIR: Jessie Esparza Date: 10/30/2020 Phone: 955-2106

Reviewed by City Attorney: *Eric McGray* Date: Nov 6, 2020

Reviewed by Finance Director: *Mary McCoy* Date: Nov 9, 2020

Summary:

The Resolution would rename the Alto Park the "RON SHIRLEY Alto Park".

Departments Affected:

Public Works Department /Parks Division

Consequences of Not Enacting Legislation:

Currently the park is named after a street rather than a legendary volunteer and former City employee. If this doesn't occur, this will result in a resident going unrecognized. Traditionally, the community has utilized the naming of buildings, parks, grounds, and trails as a way to honor notable citizens, and because Mr. Shirley was a baseball coach and the park has numerous baseball fields, an opportunity would be missed by not adopting this Resolution.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

None identified.

Fiscal Implications:

There will be minimal costs associated with the purchase of the new signs at the park.

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20	FYE 21	FYE 22	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Contractual/ Professional Services</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Operating</u>	\$344.88	\$ _____	\$ _____	_____	NR	1004150	\$344.88
<u>Total:</u>	\$344.88	\$ _____	\$ _____	_____	_____	_____	\$ 344.88

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The cost of this action includes the purchase of new signage. There is no reoccurring cost associated with this change.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____	_____	_____

Revenue Narrative:

Signature: Melissa A. McDonald
Melissa A. McDonald (Nov 7, 2020 13:26 MST)

Email: mamcdonald@santafenm.gov

Signature: Jessie Esparza
Jessie Esparza (Nov 6, 2020 12:06 MST)

Email: jbesparza@santafenm.gov

City of Santa Fe New Mexico

Memo

Date: October 17, 2020

To: City Council
Finance Committee
Public Utility/Public Works Committee

Via: Shannon Jones, Utility Department Director 

From: Nancy Jimenez, Utility Billing Division Director 

Re: BAR and Amendment #3 for Mountain River Consulting

Background/Summary:

The Utility Billing Division is respectfully requesting Amendment #3 for Mountain River's 4-year contract adding additional funding through June 30, 2021.

RFP #18/43/P was approved with the option for up to 4 years, at this time Amendment #3 increases the amount for Mountain River to continue their ITT support to Utility Billing's 20 year old billing system, their financial reporting support to The Finance Department, and their project management of the new billing system upgrade.

The committee process in June 2020 approved the 3rd year of a 4-year contract with Mountain River but only funding for the first half of FY 20/21 for \$350,000.

This request is for the increase for the 2nd 6 months of FY20/21 for the additional \$350,000 that is projected to be spent for the three above-mentioned items.

FY19/20 Utility Billing was budgeted \$700,000 but only spent \$574,249, an average per month of \$47,854 and savings of \$125,751.00; we did believe that we would be spending more money as we hoped that the new billing system upgrade would have started in FY19/20. As of September 31, 2020, we have spent \$123,480.49 and average of \$41,160 per month, of the approved \$350,000 leaving a balance for October, November and December of \$226,519.51.

I am asking for an additional \$350,000 as we anticipate starting the upgrade of our billing system in the first quarter of 2021. Please know that we only ask Mountain River to do the ITT, Financial, and project management that is absolutely necessary to keep a 20 year old billing system running, we will not spend any additional money on our old billing system that is not needed in anticipation of the upgraded billing system.

Please see attached BAR using cash available and business unit 5110351.510340 for these expenses.

Requested Action:

Approval of Amendment #3 with Mountain River Consulting for an additional amount of \$350,000.00 through FY ending 06/30/21.

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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD / UCS					DATE 10/21/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Software Subscriptions	5110351	510340		379,532		
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 379,532	\$ -	

Budget Increase from Cash Balance for Mountain River contract Amendment #3.
Contract amount plus NMGRT

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
511	(379,532)
TOTAL:	(379,532)

Maya Martinez Prepared By <i>{print name}</i> <i>Nancy L. Jimenez</i> <small>Nancy L. Jimenez (Oct 21, 2020 17:31 MDT)</small>	10/21/2020 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	AJH <small>AJH (Oct 22, 2020 10:25 MDT)</small>
Division Director Signature <i>{optional}</i> <i>Shannon Jones</i> <small>Shannon Jones (Oct 21, 2020 19:19 MDT)</small>	Date	CITY COUNCIL APPROVAL City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	Budget Officer Finance Director {≤ \$5,000} City Manager {≤ \$60,000}
Department Director Signature	Date		Date

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
Item #18-0910; #19-0398; 20-0264

ITEM# _____
Munis # 3200094

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 8, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Mountain River Consulting, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

.RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide consultant services as outlined in the original Agreement for the City.

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

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the amount of compensation by a total of three hundred fifty thousand dollars (\$350,000.00), plus applicable gross receipts tax so that Article 4 reads as follows:

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million six hundred eighty thousand dollars (\$1,680,000) plus applicable gross receipts taxes.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 21, 2020 08:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

FINANCE DIRECTOR

5110351.510340

Object/Org AL
AL

CONTRACTOR:

Mountain River Consulting, Inc.

David W Barnes

NAME
Owner

TITLE

Date: 10/29/2020

NM Taxation & Revenue
CRS # 02-966879-00-4
City of Santa Fe Business
Registration# 98444






2020 10 21 Amendment#3 Mountain River

Final Audit Report

2020-10-21

Created:	2020-10-21
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvJE9gmglBiyP3HOqCGayqQagl7CcJ_Du

"2020 10 21 Amendment#3 Mountain River" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-10-21 - 2:10:23 PM GMT- IP address: 63,232,20,2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-10-21 - 2:10:40 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-10-21 - 2:14:47 PM GMT- IP address: 174,56,49,116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-10-21 - 2:16:16 PM GMT - Time Source: server- IP address: 174,56,49,116
-  Agreement completed.
2020-10-21 - 2:16:16 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200094

Contractor: Mountain River

Description: Database development, training, support services.

Contract Agreement Lease / Rent Amendment

Term Start Date: 5/20/16 Term End Date: 6/30/21

Approved by Council Date: 5/20/16

Contract / Lease:

Amendment # 3 to the Original Contract / Lease # 180910

Increase/(Decrease) Amount \$ 350000

Extend Termination Date to: na

Approved by Council Date: Pending

Amendment is for: Additional funding for FY2021

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

\$280,000.00	Original Contract	Termination Date:	6/30/2019
\$700,000.00	amendment #1	Termination Date:	6/30/2020
annaul database development, support and training services. \$280K application support \$ 420K project management			
\$350,000.00	amendment # 2	Termination Date:	6/30/2021
Increase compensation for new FY and extend Term for new FY.			

3. Procurement History: 18/43/P

Frank Dunaway Nov 4, 2020
Frank Dunaway (Nov 4, 2020 14:18 MST) Date:

Purchasing Officer Review: _____

Comment & Exceptions: _____

4. Funding Source: Utility Billing Enterprise Fund

Org / Object: 5110351 .510340
 Nov 4, 2020
 Date:

Alexis Lotero
Alexis Lotero (Nov 4, 2020 12:40 MST)

Budget Officer Approval: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Mountain River Consulting Inc.

Procurement Title: Support services for Utility Billing Division, Database, Development and training

Procurement Method: State Price Agreement Cooperative Sole Source Other RFP # 18/43/P

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

Department Requesting Utilities _____ Staff Name Nancy Jimenez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Nancy Jimenez Nancy L Jimenez (Oct 21, 2020 17:31 MDT) Utility Billing Division Director

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

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 contract.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: MOUNTAIN RIVER CONSULTING INC
DBA: MOUNTAIN RIVER CONSULTING
INC

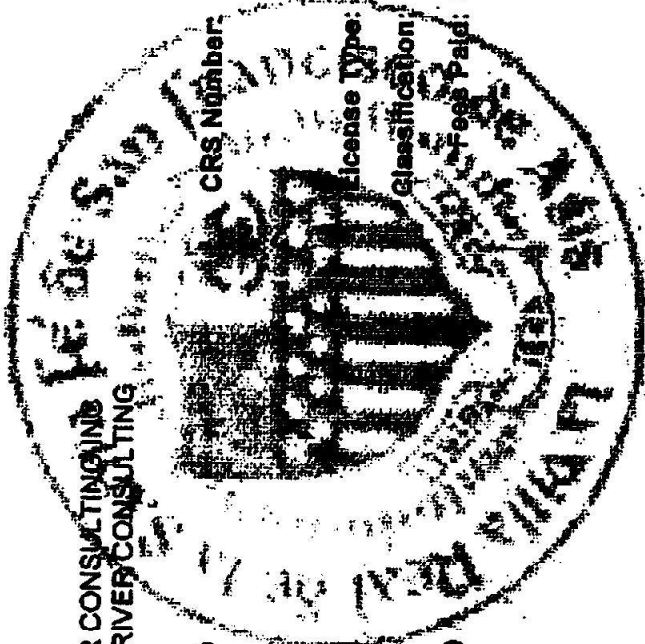
Business Location: 2651 SIRINGO RD
RIRE, ID 83443

Owner: DAVID BARNES

License Number: 98444

Issued Date: March 07, 2020

Expiration Date: December 31, 2020



CRS Number: 02966879004

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

MOUNTAIN RIVER CONSULTING INC
PO BOX 808
RIRE, ID 83443

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2020

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 Alpine Insurance Agency 1601 Antler Drive Idaho Falls, ID 83404	CONTACT Name: LuAnn Plourde Tel. No. Ext: 208222283 FAX No. Ext: 208242282 E-Mail: lann@acfiinsure.com
INSURED Mountain River Consulting, Inc. PO Box 606 Ririe, ID 83443	INSURERS AFFORDING COVERAGE CLASSIFICATION: The Hartford 12482 CLASSIFICATION: Professional Mechanical Insurance Company AutoP 11770 CLASSIFICATION: The Hartford 29469 CLASSIFICATION: Philadelphia Indemnity Insurance Company CLASSIFICATION:

COVERAGES CERTIFICATE NUMBER: 00002172-63201 REVISION NUMBER: 28

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.

LINE	TYPE OF INSURANCE	SUBSCHEDULE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y N	348BAH4498	02/28/2020	02/28/2021	EACH OCCURRENCE (COVERS TO REPORT) \$ 1,000,000 AGGREGATE \$ 200,000 MED SUP (per occ/ann) \$ 10,000 PERSONAL & AUTO PLIATY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS LEASED AUTOS ONLY <input type="checkbox"/> UNLICENSED AUTOS ONLY	Y N	03624138-8	02/28/2020	02/28/2021	COVERED BODILY INJURY \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y N	348BAB4498	02/28/2020	02/28/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY (EMPLOYER/EMPLOYEE) EXCLUSIVE IF yes, describe other description of operations here:	Y/N N/A	34WECCD1062	02/28/2020	02/28/2021	X (EMPLOYER) (EMPLOYEE) EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - SA EMPLOYEES \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab	Y N	PHSD1613234	02/28/2020	02/28/2021	1,000,000 Occur
A	ARISA/EMPLOYEE DIS.	Y N	348BAH4498	02/28/2020	02/28/2021	200000.Limit 1,000,000 Agg 1,000 Ded.

DESCRIPTION OF OPERATIONS (LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is needed)
City of Santa Fe is an additional insured as respects to liability arising out of the operations performed by the named insured.

CERTIFICATE HOLDER City of Santa Fe 2651 Siringa Rd, Bldg. F 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 <i>LuAnn H Plourde</i> (LHP)
---	---

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following Database, Development, Training and Support Services for the City of Santa Utility Billing Division.

A. Functional Areas:

The following table contains the list of functional areas of the desired services.

Table 03: Functional Areas

No.	Functional Area	No.	Functional Area
1	Utility Customer Service	5	Accounts Receivable
2	Utility Billing Functionality	6	Accounts Payable
3	Meter Reading Import/Export	7	Fixed Assets
4	Cashiering	8	General Ledger

B. Data Transfer Process:

The Contractor must ensure the integrity of all data transmission and development of requested interfaces.

C. Support and Maintenance:

The Contractor shall at all times provide IT maintenance and support services for all custom developed software, and JDEdwards Utility Customer Information System (UCIS).

D. Systems Integration:

The Contractor must provide if needed custom programs with the ability to interface with the City's current and any future Billing Systems and Financial System. The Contractor must ensure that the system will protect confidentiality with regard to all data obtained from said systems. Current system integration includes Oracle JDEdwards Enterprise One Financials, ActiveNet Payment Manager, Paymentus and Postal Pros.

E. Data Back-up and Restore:

The Contractor shall have expertise in data back-up and restore processes on IBM I-series/AS400 platform. Any data updates shall follow IT best practices for saving files prior to updates.

F. Reports:

Proposals shall describe all reports that can be generated by the system, whether or sample of a custom report developed on the current platform and software.

G. Computer System Environment:

The City expects the Contractor to have expertise on IBM I-Series/AS400, OS400 version 7.1 and JDEdwards Utility Customer Information System.

H. Application Design:

Proposals shall describe the expertise in IBM I-Series platform including IBM Security, Integrated File System (IFS) and integration to PC, RPG programming on I-series, CL programming on I-series.

I. Data Processes:

Proposals shall describe the general method for processing and updating of data, including screen design aid (SDA) and I-series data utilities including Data File Utility (DFU), Program Data Management (PDM), Sequel Query Language (SQL) and AS400 Query.

J. Security Authorization:

Proposals shall describe the system security controls that will be used to regulate access to data and specific functions of the system on I-series.

K. Technical Support:

Proposals shall thoroughly describe staff that will be used and their experience to support the requirements. Proposals shall identify the City's rights to use and modify the software after completion of the development and/or contract period.

L. Disaster Recovery:

Proposals shall describe the precautions to be taken to ensure that all systems, files and data are reliably backed up and when appropriate, archived in case of disaster. Proposals shall thoroughly explain the disaster recovery and backup plan that at a minimum shall address the following:

- (1) Procedures for back up on IBM I-series
- (2) Procedures for restoring data on IBM I-series

M. Security:

The Contractor shall provide complete security protocol for the protection of both data and physical components. Security includes the protection of physical items such as communication networks. Security shall also include guarding non-physical items, such as the confidentiality of data.

N. City Staffing and Management:

The City will have a dedicated manager through implementation and support. The City intends to have both functional and technical resources available during implementation. Additional detailed City resource planning has not been completed and will be based on the resource estimates provided by the Offeror.

O. Vendor Staffing and Management:

Superior services levels require a staff with demonstrated technical expertise. The Contractor's key staff shall be evaluated on the amount and quality of experience in their technical disciplines.

The Contractor, and subcontractors who are responsible for 30% or more of the scope of work, shall provide adequate transition staff that resides within the City and County of Santa Fe for the duration of the transition period. This staffing requirement will include personnel with the ability to provide improvements and enhancements to the system.

Proposals shall contain a staffing plan that provides time allocation (percentage of dedication to the proposed contract) for the staff person(s).

Proposals shall describe how system availability shall be ensured through technical service support, and describe the ability to provide this support and the facilities and other requirements needed on site. Proposals shall also explain how the proposed staffing is sufficient to provide Customer service to meet requested standards and support.

P. Current City Applications Environment:

A variety of applications and databases exist in the current environment to support the City's core business processes. The application environment includes the primary applications as described further below.

(1) JDEdwards Utility Customer Information System (UCIS): The current UCIS system is running version 7.3 cum 11. Running on IBM system I power 6 on one of the city 3 Logical Partitions (LPAR). On the production LPAR running UCIS there is 1 production environment and 1 test environment.

(2) JD Edwards EnterpriseOne: The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The current hardware platform is an IBM System I, Power 6 partitioned into three (3) Logical Partitions (LPARs); Enterprise/Application Server; Web Server; and Test Server. These partitions support three (3) environments; Production (PD); Prototype (PY); and Development (DV). A Deployment Server runs on a HP DL 360 G5 Server. Three (3) additional LPARs run on the IBM System I in support of other functions World, High Availability, and Test2. The City recently completed an upgrade of the OS400 Operating System on its IBM System I from V5R4 to V7R1.

(3) The City is currently using UCIS modules that include Customer Service, Billing, Meter Reading, Fixed Assets, Accounts Receivable, Accounts Payable, and General Ledger. JD Edwards EnterpriseOne ERP system modules to manage functions including General Ledger, Accounts Payable, Accounts Receivable, Budget, Purchasing, Inventory Management, Fleet Maintenance, Payroll, User Account Management, limited Workflow and Transactions Processing in some functional areas, limited Employee Time Entry, and Position Control.

Q. Training and Documentation

The Contractor will develop, provide, and manage a detailed plan for training. Documentation, including training manuals and agendas, will be provided by the Proposer before each training session with City staff.

The Contractor shall describe the ability to provide up-to-date, detailed documentation that describes the features and functions of the custom-rendered reports and queries. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and/or PDF forms.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred and eighty thousand dollars (\$280,000), plus applicable gross receipts taxes as described in Exhibit "A" attached hereto.

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

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2019, unless sooner pursuant to Article 6 below. This Agreement may be extended for (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

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

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

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement,

insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

compliance with such requirement.

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged

into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
Utility Billing Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
David Barnes
Mountain River Consulting, Inc.
P.O. Box 606
Ririe, ID 83443

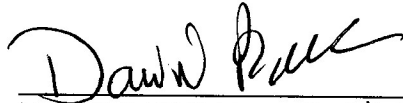
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Mountain River Consulting, Inc.



ALAN WEBBER, MAYOR

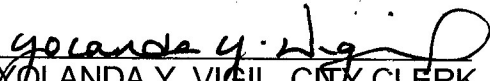


NAME & TITLE *Owner*
David Barnes
DATE: *8-25-18*

DATE: _____

ATTEST:

CRS #: 02-966879-00-4
Business Registration #: 18-00098444



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 8/18/18
APPROVED AS TO FORM:



CITY ATTORNEY *6/29/18*

APPROVED:



FINANCE DIRECTOR *✓*

52201
Business Unit Line Item



Price Proposal

Mountain River Consulting, Inc. has estimated the budget for this proposal at \$280,000.

Mountain River Consulting has estimated this projected to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the project, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actually hours will be billed.

Schedule of Consulting Fees and Reimbursable Expenses

Position	Fee/Hour
Senior J.D. Edwards Specialist	\$135.00

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to The City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently \$64.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Please call David Barnes at (208) 520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 606, Ririe, Idaho 83443 or fax a signed copy to 208-445-4075.

Sincerely,

David W Barnes
 David W. Barnes
 Owner/Industry Specialist
 Mountain River Consulting, Inc.
dbarnes@mtnriver.net

COPY

Accepted by: City Of Santa Fe, NM.

Signature

Date

Printed Name & Title

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Item#18-0910**

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 8, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Mountain River Consulting, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

. RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide consultant services as outlined in the original Agreement for the City.

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

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the amount of compensation by a total of seven hundred thousand dollars (\$700,000.00), plus applicable gross receipts tax so that Article 4 reads as follows:

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed nine hundred eighty thousand dollars (\$980,000.00) plus applicable gross receipts taxes.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so

that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Mountain River Consulting, Inc.


ALAN WEBBER, MAYOR

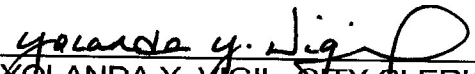
Date: 5/31/19



NAME & TITLE
DAVID Barnes - owner

Date: 4.26.2019

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mrs. 5/29/2019

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY 4/17

NM Taxation & Revenue
RS # 02-966879-00-4
City of Santa Fe Business
Registration # 18-00098444

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52201.530710
Business Unit/Line Item

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
Item #18-0910; #19-0398

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 8, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Mountain River Consulting, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

.RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide consultant services as outlined in the original Agreement for the City.

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

1. **SCOPE OF SERVICES:**

Article 1 of the Agreement is amended to include the deliverables described in Exhibit "B" attached hereto and incorporated within.

2. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of three hundred fifty thousand dollars (\$350,000.00), plus applicable gross receipts tax so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million three hundred thirty thousand dollars (\$1,330,000) plus applicable gross receipts taxes.

3. **TERM.**

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

This Agreement shall terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

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

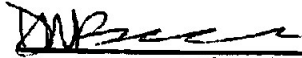
IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the

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

CITY OF SANTA FE:

CONTRACTOR:

MOUNTAIN RIVER CONSULTING



ALAN WEBBER, MAYOR

NAME DAVID BARRIOS

President

DATE: _____

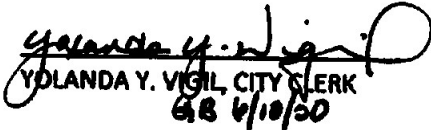
TITLE

DATE: 6-16-20

CRS#02-966879-00-4

BRN# _____

ATTEST:



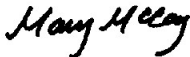
YOLANDA Y. VIGIL, CITY CLERK
6/8 6/10/20

CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

5110351.530710

Business Unit/Line Item

Mountain River Contract		
Deliverables	Due Date	Compensation
Support and troubleshoot any UCIS software issues	daily/weekly depending on issues that might come up	Hourly rate of \$135.00 per hour excluding tax.
Support weekly billing and backups	daily/weekly depending on issues that might come up	Hourly rate of \$135.00 per hour excluding tax.
Support and troubleshoot UCIS Financial data to Tyler Munis	daily/weekly depending on issues that might come up	Hourly rate of \$135.00 per hour excluding tax.
Create and run data integrities - clean up 20+ years of date	daily/weekly depending on issues that might come up	Hourly rate of \$135.00 per hour excluding tax.
Support and troubleshoot UCIS to 3rd Party products (Paymentus, Lockbox, Wells Fargo, etc.)	daily/weekly depending on issues that might come up	Hourly rate of \$135.00 per hour excluding tax.
Year end close and quarterly review/analysis as directed by City	Sept, Dec 2020	Hourly rate of \$135.00 per hour excluding tax.
Address business, data, and process issues for Utility Billing Division	daily/weekly depending on issues that might come up	Hourly rate of \$135.00 per hour excluding tax.
Support and complete reporting requests and any additional requirements/changes to existing reports	daily/weekly depending on issues that might come up	Hourly rate of \$135.00 per hour excluding tax.
Support City Utility billing Staff, cashiers, finance, with training, support, and knowledge transfer of UCIS, E-1 and Munis Financial software	daily/weekly depending on issues that might come up	Hourly rate of \$135.00 per hour excluding tax.
Invoices - invoices per person, summary pages with ITT work orders referenced, hours per item/issue	by-weekly	Hourly rate of \$135.00 per hour excluding tax. By-weekly invoice with tax calculated for all worked hours per individual.

Contractor should be available Monday through Friday 8am-5pm by email or phone (mountain standard time). Most Thursdays will need to be 8am to 10pm due to Billing after the hour of 5pm

Task Item	Description
Support and troubleshoot any UCIS software issues Support weekly billing and backups	Contractor will be available if issue is identified by City and if decision is needed to be fixed if a one off then not addressed by contractor Assist with DFU's, back up of system before billing each Thursday nights
Support and troubleshoot UCIS Financial data to Tyler Munis Create and run data integrities - clean up 20+ years of date to prepare for Advanced migration	Assist Senior financial analyst, cashiers, financial analyst with posting, reports, access issues, logic for interfaces between UCIS and E-1 or Munis Rerun integrities from the weekly assignments given to employees at UBD to confirm clean up of data for migration to Advanced
Support and troubleshoot UCIS to 3rd Party products (Paymentus, Lockbox, Wells Fargo, etc.) assist Cashiers Year end close and quarterly review/analysis as directed by City assist Finance	Be available to Cashiers and senior financial analyst should issues with 3rd party products have issues Assist with needed integrate reports for quarterly/fiscal year ending reports requested by the City's Finance to the Utilities Dept/Divs
Address business, data, and process issues for Utility Billing Division Support and complete reporting requests and any additional requirements/changes to existing reports	Assist with adjustments to files/reports/processes due to COVID19, and best business practices affected by changing philosophy. Modify existing reports with additional needed information, dates, policy changes etc.
Support City Utility Billing Staff, cashiers, finance, with training, support, and knowledge transfer of UCIS, E-1 and Munis Financial software Invoices - invoices per person, summary pages with ITT work orders referenced, hours per item/issue	Provide knowledge transfer, training, support to employees for new interface processes from UCIS, E-1, caused by new processes to post into Munis financials. By-weekly invoices with totals per person by week, hours worked, issues worked on, adding tax to total owed by City

City of Santa Fe, New Mexico

Memo

Date: June 1, 2020

To: City Council
Finance Committee
~~Public Utility/Public Works Committee~~

Via: Shannon Jones, Utility Department Director *SJ by njf*

From: Nancy Jimenez, Utility Billing Division Director *njf*

Re: Amendment #2 for Mountain River Consulting

Background/Summary:

The Utility Billing is respectfully asking to amend Mountain River's contract by adding one year and increasing the contact amount for FY20/21.

RFP #18/43/P was approved with the option for up to 4 years, at this time I am asking to amend the contract for the 3rd year of a 4-year contract. Per the recommendations from the Finance Committee this amendment also asks for an increase to the contract amount of \$350,000 for FY20/21 with the requirement to come back to the committees within 6 months with an update and if needed an additional increase to the contracted amount. We originally requested \$700,000 in FY20/21's budget request but modifications in the budget request due to COVID19 for funding in FY20/21 have been adjusted to \$350,000. Business unit 5110351.530710 will be used for these expenses.

Requested Action:

Approval to amend contract with Mountain River Consulting for one additional year and \$350,000.00 through FY ending 06/30/21.



**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 Mountain River Consulting

3 Complete information requested

Plus GRT

Inclusive of GRT

Original Contract Amount: \$280,000.00

Termination Date: June 30, 2019

Approved by Council Date: _____

or by City Manager Date: May 20, 2018

Contract is for: Database development, training, support services.

Amendment # 2 to the Original Contract# 18-0910

Increase/(Decrease) Amount \$ \$350,000.00

Extend Termination Date to: June 30, 2021

Approved by Council

or by City Manager Date: _____

Amendment is for: Extend Term

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

Plus GRT

Inclusive of GRT

Amount \$ 280,000.00 of original Contract# 18-0910 Termination Date: 6/30/2019

Reason: database development, training, support services

Amount \$ 700,000.00 amendment 1 Termination Date: 6/30/2020

Reason: annual database development, support and training services. \$280K application support \$ 420K project management

Amount \$ 350,000.00 amendment # 2 Termination Date: 6/30/2021

Reason: Increase compensation for new FY and extend Term for new FY.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$1,330,000.00



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

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

RFP# 18/43/P Date: May 16, 2018

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: Year 3 of 4
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: UCS Operating BULine Item: 5110351.530710

Budget Officer Approval

Comments or Exceptions: _____

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

9 Staff Contact who completed this form: Maya Martinez

Phone # 4271

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
Summary of Contracts, Agreements, & Amendments**

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

RFP# 18/43/P Date: May 16, 2018
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other _____

6 Procurement History: Year 3 of 4
 example: (First year of 4 year contract)

 Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: UCS Operating BUL/Line Item: 5110351.530710

Alapia Lotano
 Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

N/A
 (Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 4271

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:

Signature: [Signature]
Print Name: CPD 5/17/2018

Email: fadunaway@santafenm.gov



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Mountain River Consulting Inc.

Procurement Title: Support services for Utility Billing Division, Database, Development and training

Procurement Method: State Price Agreement Cooperative Sale Source Other RFP # 18/43/P

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

Department Requesting Utilities Staff Name Nancy Jimenez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Nancy Jimenez Utility Billing Division Director 4/10/2020
Department Rep Printed Name (attesting that all information included) Title Date

Juan Duran, CPO 4/29/20
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 contract.

**City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)**



General Information

Department Name:	Public Utilities	Department Name:	Public Utilities
Division Name:	Utility Billing Division	Division Name:	Utility Billing Division

Financial Information

Amount Requested:	\$360000	Munis Fund Number:	511
Vendor Name:	Mountain River Consulting Inc	Munis Org Number:	0351
Approved by Director?	Shannon Jones <i>[Signature]</i>	Munis Object Code:	530710

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.
 Consulting services for Utility Billing Software (UCIS), ITT assistance, Finance assistance with E-1 and Munis. We processed the RFP in 2018 and are asking for the 3rd year of a 4 year contract. Mountain River is instrumental in assisting all above mentioned departments with all software packages within the City of Santa Fe


2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.
 This procurement helps ITT, Utility Billing, Finance, and Landuse. This procurement supports compliance with City requirements for utility billing, water meters, financial year and compliance for the CAFER and many other day to day required activities.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
 No these functions can not be provided by other employees within the City of Santa Fe. While some ITT functions can be handled inhouse, many Financial integrations from E-1, Munis and USC could not have been performed without logic being writing in code to have these 3 systems talk to each other.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.
 Yes, potential issues with customer's Utility bills, revenue payments credited to customer accounts, interaction with UCIS and E-1 and Munis could cause financials to be under or overstated if not properly coded correctly.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?
 No alternative funding sources are available except for Utility city funds. These functions are not being provided by any profit or non-profit entity.

	<i>Alexia Lotero</i>	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

Signature: 
Fadi Dunaway, CPA | Nov 21, 2024
Email: fadunaway@santafenm.gov

Signature: 
Email: mtmccoy@santafenm.gov



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: MOUNTAIN RIVER CONSULTING INC
DBA: MOUNTAIN RIVER CONSULTING
INC

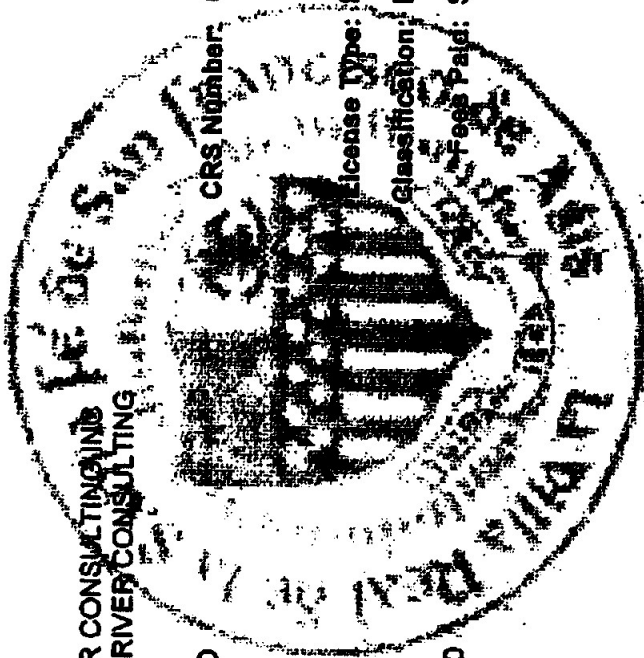
Business Location: 2651 SIRINGO RD
RIRE, ID 83443

Owner: DAVID BARNES

License Number: 98444

Issued Date: March 07, 2020

Expiration Date: December 31, 2020



CRS Number: 02966879004

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

MOUNTAIN RIVER CONSULTING INC
PO BOX 606
RIRE, ID 83443

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2020

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 Alpine Insurance Agency 1601 Antler Drive Idaho Falls, ID 83404	CONTACT PERSON LuAnn Plourde
	PHONE 2082222283
INSURED Mountain River Consulting, Inc. PO Box 606 Ririe, ID 83443	FAX 2082422282
	EMAIL lplourde@acfiinsure.com
INSURERS AFFORDING COVERAGE	
CLASSIFICATION The Hartford	RATE 12882
CLASSIFICATION Commercial Motor Vehicle Insurance Coverage Auto	RATE 11770
CLASSIFICATION The Hartford	RATE 29469
CLASSIFICATION Philadelphia Indemnity Insurance Company	
CLASSIFICATION (blank)	

COVERAGES **CERTIFICATE NUMBER:** 60002173-632991 **REVISION NUMBER:** 28

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.

LINE	TYPE OF INSURANCE	SUBS. NUMBER	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC OTHER:	Y	N	348BAH4498	02/28/2020 - 02/28/2021	EACH OCCURRENCE \$ 1,000,000 (COVERS TO HURT) \$ 250,000 MED EXP (per occ/ann) \$ 10,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	N	03624136-6	02/28/2020 - 02/28/2021	COVERED VEHICLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE MED. EXP. RETENTION \$ 10,000	Y	N	348BAB4498	02/28/2020 - 02/28/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY (PREPARED BY PARTNER) EXCLUSIVE (If yes, describe other description of operations below)	Y/N	N/A	34WECCD1062	02/28/2020 - 02/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER ALL EACH ACCIDENT \$ 1,000,000 ALL DISEASE - SA EMPLOYEES \$ 1,000,000 ALL DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab	Y	N	PHSD1613234	02/28/2020 - 02/28/2021	1,000,000 Occur
A	ARISA/EMPLOYEE DIS.	Y	N	348BAH4498	02/28/2020 - 02/28/2021	1,000,000 Agg 200000 Limit 1,000 Ded.

DESCRIPTION OF OPERATIONS (LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required))
City of Santa Fe is an additional insured as respects to liability arising out of the operations performed by the named insured.

CERTIFICATE HOLDER City of Santa Fe 2661 Siringa Rd, Bldg. F Santa Fe, NM 87506	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  (LHP)
---	---











Mountain River-contr

Final Audit Report

2020-06-16

Created:	2020-06-16
By:	Carolynn Roibal (croibal@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcplNqegyWkRVsdBOqN8r4l3kdZZOJxN5

"Mountain River-contr" History

-  Document created by Carolynn Roibal (croibal@ci.santa-fe.nm.us)
2020-06-16 - 5:07:53 PM GMT - IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-06-16 - 5:09:03 PM GMT
-  Email sent to mfmartinez@santafe.nm.gov bounced and could not be delivered
2020-06-16 - 5:09:26 PM GMT
-  Email sent to njiminez@santafenm.gov bounced and could not be delivered
2020-06-16 - 5:09:26 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-06-16 - 5:10:10 PM GMT - IP address: 23.103.201.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-06-16 - 5:10:38 PM GMT - Time Source: server - IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2020-06-16 - 5:10:40 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2020-06-16 - 5:46:05 PM GMT - IP address: 63.232.20.2
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2020-06-16 - 5:46:35 PM GMT - Time Source: server - IP address: 63.232.20.2
-  Signed document emailed to Alan Webber (amwebber@santafenm.gov), Carolynn Roibal (croibal@ci.santa-fe.nm.us), croibal@santafenm.gov, mfmartinez@santafe.nm.gov, and 3 more
2020-06-16 - 5:46:35 PM GMT



Adobe Sign












Mountain River #3 packet

Final Audit Report

2020-10-22

Created:	2020-10-21
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu7q0Qp6nk_IC8zWMzkGyiTI9lh2ifjpr

"Mountain River #3 packet" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-10-21 - 7:38:20 PM GMT- IP address: 63.232.20.2
-  Document emailed to Nancy L Jimenez (nljimenez@santafenm.gov) for signature
2020-10-21 - 7:40:06 PM GMT
-  Email viewed by Nancy L Jimenez (nljimenez@santafenm.gov)
2020-10-21 - 11:30:12 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Nancy L Jimenez (nljimenez@santafenm.gov)
Signature Date: 2020-10-21 - 11:31:14 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-10-21 - 11:31:16 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-10-22 - 1:18:55 AM GMT- IP address: 174.28.170.100
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-10-22 - 1:19:12 AM GMT - Time Source: server- IP address: 174.28.170.100
-  Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2020-10-22 - 1:19:14 AM GMT
-  Email viewed by AJH (ajhopkins@santafenm.gov)
2020-10-22 - 4:24:52 PM GMT- IP address: 104.47.64.254
-  Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2020-10-22 - 4:25:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-10-22 - 4:25:36 PM GMT









GB PUD MOUNTIAN RIVER AMENDMENT 3

Final Audit Report

2020-11-04

Created:	2020-11-02
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUnfGTNva-xUMD_WsA6Ow0y13JLys7opT

"GB PUD MOUNTIAN RIVER AMENDMENT 3" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-02 - 7:03:20 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-11-02 - 7:07:15 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-11-04 - 7:37:58 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-11-04 - 7:40:35 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-11-04 - 7:40:42 PM GMT
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City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

- Signe I. Lindell, Mayor Pro Tem, District 1
- Renee Villarreal, District 1
- Michael J. Garcia, District 2
- Carol Romero-Wirth, District 2
- Roman "Tiger" Abeyta, District 3
- Chris Rivera, District 3
- Jamie Cassutt-Sanchez, District 4
- JoAnne Vigil Coppler, District 4

MEMO

Date: November 16, 2020

To:	Public Works & Public Utilities Committee	December 14, 2020
	Finance Committee	TBD, 2021
	Governing Body	TBD, 2021

Via: Shannon Jones, Public Utilities Department Director 

From: Jesse Roach, Water Division Director, Public Utilities Department 

ITEM

BDD Shared Pool Agreement

BACKGROUND

The Buckman Direct Diversion (BDD) Shared Pool Agreement (Shared Pool) is a proposed agreement between the City and County to allow for multi-year accounting of water use by each entity at BDD. The Shared Pool makes the County's water resource portfolio more resilient with potential operational and water resources advantages to the City.

Water resources used at Buckman Direct Diversion

The City of Santa Fe (City) and Santa Fe County (County) are co-owners of the BDD. The water resource used by the City at BDD is "imported" San Juan – Chama (SJC) water, and the City has the ability to store that water in Heron and Abiquiu Reservoirs for use on demand. While the County also has SJC water, the majority of the water resource used by the County at BDD is "native" Rio Grande water without associated storage.

Advantages to the City of Sharing Water Resources

Generally SJC water with storage offers more operational flexibility than native water without storage, but there are some advantages to the City in being able to utilize native water from the County when it is available in excess of County demand, in exchange for the County utilizing City SJC water when the native water is not available. There are two advantages to the City:

1. Operational flexibility and discretionary BDD shutdowns. The City is the Project Manager of the BDD, and in certain years may choose to reduce costs and cross train operators from BDD at Canyon Road Water Treatment Plant (CRWTP) during annual scheduled shutdowns of BDD.
2. SJC water can get locked in storage during Abiquiu flood control operations. Among other purposes, Abiquiu Dam is operated to prevent downstream river flows along the Chama from exceeding approximately 1800 cubic feet per second (cfs). Currently, when native water is stored for flood control purposes, it must be evacuated as quickly as possible, meaning that when Abiquiu has stored flood waters there is no room in the 1800 cfs “pipe” to move SJC water down to BDD. When this occurs, there is more native water in the system than the County can use and it is advantageous to the City to be able to use it also.

Advantages to the County of Sharing Water Resources

It is very advantageous to the County to be able to “loan” native water to the City at BDD when available and be repaid when the native water is not available. This provides the County with a mechanism to (indirectly) store native water and with this firm up and extend the existing native supply portfolio.

1. Indirect native water storage. The county effectively stores water by loaning it when available and getting it back later. The Annual Operating Plan at BDD already incorporates “Optimized Annual Water Resources Accounting”, which allows this exchange to occur when BDD is operational within a given calendar year. The BDD Shared Pool extends this ability to “storage” of native water across years and “repayment” when BDD is offline.
2. Additional backup water supply. In the Water Resources Agreement between the City and the County, the City promises to provide up to 1350 acre feet per year (AFY) of backup water supply (for context, total City Demand is about 8000 AFY). The BDD Shared Pool, could extend this backup by between 500 and 1000 AFY depending on the extent to which the City would need to rely on wells to meet County demand.

General Terms of the BDD Shared Pool Agreement

Deposits to BDD Shared Pool. When County native water is diverted at BDD and used by the City, 90% of that diversion will be credited to the shared pool to a total maximum of 1100 AF. The lost 10% is consistent with typical City losses between production and metered delivery known as “unaccounted water”.

Withdrawals from the BDD Shared Pool. When BDD is off, the Shared Pool will be drawn down as the City delivers water to the County from one of the City’s other 3 sources of water. The rate of drawdown and the cost to the County will vary depending on why BDD is shutdown.

Discretionary Shutdown: When BDD is shut down by the City for reasons of cost savings or operational efficiencies, the County will receive 1 unit of water for every 1 unit of Shared Pool drawdown and will pay the City a rate equivalent to the marginal cost of water production at BDD and no wheeling fee. The intent is that under this case the County be financially unaffected by the shutdown.

Non-discretionary Shutdown: When BDD is off for an unplanned reason such as low river flows, high sediment in the river, or equipment failure, the County will receive 1 unit of water for 1.1 units of Shared Pool drawdown (the lost 10% representative of a one-time 10% loss the City pays for the ability to store SJC water in Abiquiu), and will pay the City a rate equivalent to the marginal cost of water production at BDD and an additional fee for the “wheeling” of water through the City pipes.

BDD Shared Pool Losses and Limits: The County cannot build up more than 1100 AF of credit in the Shared Pool, and loses 10% per year from the pool (representative of the approximate rate of loss of SJC water stored in Abiquiu to evaporation). During an extended unplanned shutdown the City may limit the deliveries of Shared Pool water to a rate of 1 million gallons per day and an annual volume of 500 AFY. The volume limit is invoked if the City’s groundwater pumping will be more than 6000 AFY (a volume that hasn’t been pumped by the City since 2006, but was pumped 15 of 18 years between 1989 and 2006). The agreement can be cancelled by either party with 60 days written notice.

Potential Disadvantages to the City of the BDD Shared Pool

The BDD Shared Pool allows the County to “store” native water when they have a surplus and call on that water when BDD is down. If BDD goes down and local surface water is limited, the City will need to rely on wells for 1) City use, 2) County use of built up Shared Pool water, and 3) backup water guaranteed to the County. The Shared Pool extends “added” County backup demand from 1350 AFY to 1850 AFY in a year with limited local surface water. I believe this is acceptable within the context of current supply and demand, but will need to be periodically revisited.

Potential Near-term Advantage to the City of the BDD Shared Pool

Currently the County owns native water rights in the Rio Grande in excess of County demand. The Shared Pool allows the County to take advantage of this surplus up to a cap of 1100 AF. Once the Shared Pool has been built up, the County may choose to continue to allow City use of Native water at BDD beyond just what is necessary to “top off” the Shared Pool each year. The County has no obligation to do so, but if the water cannot be used for another purpose, and City and County relations at the Utility level continue to be productive it is possible that the County would continue to make this water available for City use. By maximizing native water use at BDD, the City could stretch our SJC water further, leaving us in a better position to be the backup water source for the County.

EXAMPLE

The BDD Shared Pool can be a confusing concept. This table below is provided for illustrative purposes.

	<i>No Shared Pool</i>	<i>With Shared Pool</i>
<i>City SJC water in storage Jan 1 (AF)</i>	<i>10,000</i>	<i>10,000</i>
<i>City total use at BDD (AF)</i>	<i>4,000</i>	<i>4,000</i>
<i>SJC (AF)</i>	<i>4,000</i>	<i>3,000</i>
<i>Native (AF)</i>	<i>0</i>	<i>1,000</i>
<i>Shared Pool Balance due to SFC (AF)</i>	<i>0</i>	<i>900</i>
<i>SJC Storage Losses (AF)</i>	<i>100</i>	<i>100</i>
<i>City SJC water in storage Dec 31 (AF)</i>	<i>5,900</i>	<i>6,900</i>

Use of the Shared Pool results in more City SJC water in storage but a water debt for eventual payback to the County.

REQUEST

Request that the City enter into the BDD Shared Pool Agreement with signature of the attached agreement. The agreement can be cancelled at any time with 60 days written notice. The agreement was approved by the Board of County Commissioners on Tuesday November 10, 2020.

Signature: 
Shannon Jones (Nov 17, 2020 06:52 MST)

Email: swjones@santafenm.gov






Shared Pool Memo for committee and Council

Final Audit Report

2020-11-17

Created:	2020-11-17
By:	Jesse Roach (jdroach@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEBn05AoicRGLWcfQeKHuKr0hR2B7w53H

"Shared Pool Memo for committee and Council" History

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-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
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-  Email viewed by Shannon Jones (swjones@santafenm.gov)
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Signature Date: 2020-11-17 - 1:52:45 PM GMT - Time Source: server- IP address: 63.232.20.2
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**BUCKMAN DIRECT DIVERSION (“BDD”)
SHARED POOL AGREEMENT**

This BDD Shared Pool Agreement (“Agreement”) is between Santa Fe County (“County”), a political subdivision of the State of New Mexico, and the City of Santa Fe (“City”), a New Mexico home-rule municipality (together the “Parties”).

Recitals

- A. The County and the City are partners in the BDD pursuant to a Joint Powers Agreement ("JPA") executed on March 7, 2005.
- B. The County and City also executed a Water Resources Agreement on January 11, 2005, and an Amended and Restated Water Resources Agreement on December 14, 2016, (“WRA”) to address utility-to-utility issues.
- C. The purpose of this Agreement is to make more efficient use of the Parties’ respective available resources by making currently excess County native water rights available to the City and by making additional City system capacity and water sources available to the County through creation of a BDD Shared Pool. By creation of the BDD Shared Pool, the City will gain access to additional native supply, the County will gain additional back-up and sources of supply when the BDD is not in operation, and both parties will achieve greater flexibility in BDD operations.

Agreement

- 1. **Establishment of the BDD Shared Pool.** The BDD Shared Pool is hereby created as an accounting pool of water within the BDD that will allow the City, through its Water Division Director, to use additional County native water rights and allow the County, through its Utilities Division Director, to deposit and bank water for later use at times when BDD production is restricted or shut down either for unplanned or uncontrollable reasons, or because of discretionary operational shutdowns of the BDD, as described in Paragraph 3 below. The maximum quantity balance of water credited at any time in the BDD Shared Pool is limited to 1,100 acre-feet (AF), unless the Parties agree in writing to a larger amount. Operation of the BDD Shared Pool is separate from and does not affect the Parties’ current practice of joint use of native and San Juan-Chama Project water pursuant to Optimized Annual Water Rights Accounting as described in the BDD Annual Operating Plan.
- 2. **Deposits into the BDD Shared Pool.** On or before December 1 of each year, the County will advise the City and the BDD of the quantity of additional County native water rights that will be available the coming year for diversion by the BDD for delivery to the City. Each year the BDD will divert for delivery to the City a minimum of 167 AF of County native water, subject to the following conditions and limitations:

- a. To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.
- b. The quantity diverted may not exceed the quantity made available by the County for that year.
- c. Once the BDD Shared Pool is at its limit of 1,100 AF, no additional deposits may be credited without written approval by the Parties through their respective Division Directors.
- d. When hydrological conditions reasonably preclude diversion of the minimum of 167 AF during a given year, the quantity diverted and the corresponding amount deposited will be based on the actual amount diverted that year.

3. **Withdrawals and Deliveries from the BDD Shared Pool.** The County may withdraw water credits from the BDD Shared Pool and the City shall deliver water from the City's Independent Water System, as defined in the WRA, to the County's requested Points of Delivery, as described in Paragraph 9 of the WRA, under the following terms and conditions:

- a. **Discretionary Shutdowns.** When the City as BDD operator chooses to temporarily shut down the BDD for a discretionary reason, such as for operational efficiency or for system-wide cost savings, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered from the City to the County shall be 1.0 to 1.0, meaning that for every AF delivered by the City to the County, the County's credit balance will be reduced by one AF. Discretionary shutdowns are characterized by a fully functional BDD that could be diverting and treating water throughout. The City may implement a discretionary shutdown of the BDD with a minimum of 3 day's written notice to the County. Discretionary shutdowns shall not result in a debit to the BDD Shared Pool in excess of 150 AF per year, shall not result in a negative balance to the BDD Shared Pool, and must be timed and made at a sufficient flow rate so that all County demand otherwise supplied by the BDD will be met by the City from other City sources.
- b. **Non-Discretionary Shutdowns.** When BDD production is restricted or shut down completely for any other reason, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered by the City to the County shall be 1.1 to 1.0. In other words, for every AF of water that the City delivers to the County, the County's credit balance will be reduced by 1.1 AF. The Parties acknowledge that this exchange rate appropriately reflects that the City's water stored in Abiquiu Reservoir is a component of City back-up supply and is subject to a one-time reduction of 10% of the amount stored for rights to such storage. In any calendar year, the City may limit withdrawal from the BDD Shared Pool to 550 AF and the associated delivery of City water to the County to 500 AF if delivery greater than that would result in more than 6,000 AF of groundwater use by the City. The City will exercise reasonable due diligence to make deliveries to the County at the greatest rate practicable, but the rate may be limited to no more than 1 million gallons per day during a Non-Discretionary shutdown.

4. **Accounting of Credit Balance.** The Parties shall calculate and maintain a running balance of the quantity of County water credits in the BDD Shared Pool. The County's water credit balance shall be increased by the quantity of additional deposits to and reduced by the amount of new withdrawals from the BDD Shared Pool. The County's water credit balance will be reduced at the end of each calendar year by 10% of the December 31st value to reflect evaporative losses of City water in the Abiquiu Reservoir. Upon request by the County, the City at its sole discretion may approve a temporary negative balance. Deposits made to the BDD Shared Pool not used within a calendar year shall be carried over to the next year and credited to the County's running balance. The Parties will direct BDD staff to administer the BDD Shared Pool based on monthly diversion and use accounting of BDD water. The initial amount of water deposited into the BDD Shared Pool and credited to the County may include, with written approval of both Parties through their respective Division Directors, any prior remaining balance of the County native water diverted by the BDD pursuant to Optimized Annual Water Rights Accounting.

5. **Cost Accounting and Billing.**

- a. **City Costs.** The City will pay all costs associated with diversion, pumping and treatment of County native water delivered by the BDD to the City under this Agreement.
- b. **County Costs.** For water the County receives from the City under this Agreement, the County will pay the City at a rate equal to the variable cost of BDD water paid by the County during the same fiscal year in which the BDD Shared Pool water is delivered. For example, during fiscal year 2018-2019, the County paid \$402,354 in variable operating costs (electricity, chemicals, and solids) at BDD for 1,393 AF of treated water, representing a variable cost of \$288.89 per AF. This rate would have been charged for any BDD Shared Pool water delivered that year. Because that rate will not be available until after final BDD invoicing for the fiscal year, the City can bill during the fiscal year using the variable cost of BDD water to the County during the previous fiscal year, with final reconciliation occurring after final BDD invoicing. In addition, for water delivered by the City to the County during Non-Discretionary shutdowns, the County will pay the City for wheeling the water through the City system based on the rate specified in the WRA. The County will not pay a wheeling fee for water delivered by the City during Discretionary shutdowns. If during a Non-Discretionary BDD shutdown the County expends all water credits and reaches a zero balance in the BDD Shared Pool and the City does not approve a temporary negative balance as described in Paragraph 4, any additional County use of City water will be billed at the then-current agreed upon wholesale and wheeling rates.

6. **WRA Unaffected.** This Agreement does not amend or affect the terms and conditions of the WRA. In particular, delivery by the City of water to the County from the BDD Shared Pool is separate from and does not affect the County's right to Wholesale Water Delivery from the City under Paragraph 3 of the WRA.

7. **Term.**

a. This Agreement shall be effective on the date of the latest signature below and shall continue thereafter unless terminated pursuant to Paragraph 7(b) below.

b. Either Party may terminate this Agreement for any reason by giving 60 day's written notice of termination to the other Party. If terminated, the BDD Shared Pool balance if any, will be continue to be available for use by the County during BDD shutdowns, consistent with the terms and conditions of this Agreement, until the balance has been fully utilized.

8. **Amendment.** This Agreement may be modified only by a written amendment signed by the Parties.

9. **Dispute Resolution.** The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 60 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

10. **Entire Agreement.** This Agreement contains the entire agreement between the City and County with regard to the matters set forth herein.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

12. **Law.** The laws of the State of New Mexico shall govern this Agreement

13. **Notices.** Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe

PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6509
Fax: (505) 955-6683

City Attorney City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6511
Fax: (505) 955-6748

To the County:

Utilities Division Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: (505) 986-6279
Fax: (505) 986-6362

a. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

b. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Alan M. Webber, Mayor

Date

Attestation:

Yolanda Y. Vigil, City Clerk

Date

Approved as to form:

Erin K. McSherry, City Attorney

Date

Approved as to Finance:

Mary McCoy, Finance Director

Date

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Division:

Yvonne S. Herrera
Finance Director

Date

11.4.20 Draft




City of Santa Fe New Mexico


Memorandum



Date: November 17, 2020

To: Public Works/Utilities Committee, Governing Body

Via: Regina Wheeler, Public Works Department Director 
RW

From: Romella Glorioso-Moss, Project Administrator 
RGM

RE: Guadalupe St. Reconstruction Project City Right-of-Way

ITEM AND ISSUE:

As per funding requirement with NMDOT for S100460 Guadalupe St. Reconstruction Project, the City needs to confirm via a resolution that all road improvements that will be constructed on City-owned properties will be open for use by the public as City right-of-way (ROW).

BACKGROUND AND SUMMARY:

The City received funding from NMDOT for engineering design and ROW acquisition for S100460 Guadalupe St. Reconstruction Project in the amount of \$912,600 in 2017. This roadway improvements project on Guadalupe Street between Agua Fria Street and Paseo de Peralta includes a design for reducing the number of vehicular travel lanes, adding bike lanes, constructing a raised median, and constructing ADA (Americans with Disabilities Act) compliant sidewalks. The total project length is 0.679 miles.

The City engaged Wilson and Co. to design the project. The 90% Design Plan is now ready for review by NMDOT. Shortly after this review, the Consultants will submit the PS&E (Plans, Specifications & Estimates) and the Project Production Package to NMDOT to obtain five certifications to start construction; one of which is ROW. The timing for obtaining ROW certification for this project is critical. The NMDOT has recently made the construction funding for \$4,150,000 for this project available from October 1, 2020 through June 30, 2021. If we are not able to obtain ROW certification within this time frame, we will lose the \$4,150,000 construction funding for this project. Further, if we fail to construct this project within six years, the City will need to return all of \$912,600 to NMDOT as per 23 CFR § 630.112(c)(1). Given the COVID-19 pandemic, it could be quite difficult to obtain such a large amount funding from NMDOT again to construct the project in time.

ACTION REQUESTED:

To approve the Resolution regarding public use requirement for the Guadalupe St. Reconstruction Project.

ATTACHMENTS:

Resolution, Exhibit A, FIR

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Renee Villarreal

A RESOLUTION

**REGARDING PUBLIC USE REQUIREMENTS FOR THE GUADALUPE STREET
RECONSTRUCTION PROJECT.**

WHEREAS, the City of Santa Fe (“City”) is a municipal organization duly organized and existing as a municipal corporation under and by virtue of the laws of the State of New Mexico; and

WHEREAS, the Governing Body is the duly recognized body acting with authority for the City and responsible for the exercise of its governmental powers; and

WHEREAS, the City has received Federal Funds from the Highway Safety Improvement Program (“HSIP”) and Local Government Road Funds (“LGRF”), Control No. S100460, under the New Mexico Department of Transportation (“NMDOT”) for the Guadalupe Street Reconstruction Project (“Project”); and

WHEREAS, receipt of the HSIP and LGRF Funds requires that the Project be dedicated and open for public use; and

WHEREAS, the City of Santa Fe has completed design of the Project from Agua Fria

1 Street to Paseo de Peralta; and

2 **WHEREAS**, the City of Santa Fe has identified the real property interests necessary for
3 the construction of the Project; and

4 **WHEREAS**, the Right of Way maps for the Project identify four acquisition areas owned
5 by the City, which property is identified as Parcels 2-QCD-1, 2-QCD-2, 3-QCD-1 and 3-QCD-2
6 and which is depicted in Exhibit A; and

7 **WHEREAS**, Parcels 2-QCD-1, 2-QCD-2, 3-QCD-1 and 3-QCD-2 are owned by the City
8 and there is a need to confirm that the facility constructed under this Project will be open for use
9 by the public as City right-of-way.

10 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
11 **CITY OF SANTA FE THAT**

12 The City hereby confirms the City property upon which the Project is constructed shall be
13 dedicated for public use.

14 **BE IT FURTHER RESOLVED THAT**

15 Parcels 2-QCD-1, 2-QCD-2, 3-QCD-1 and 3-QCD-2, which property is depicted on
16 Exhibit A, shall be dedicated as public right-of-way.

17 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2020.

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20 _____
21 ALAN WEBBER, MAYOR

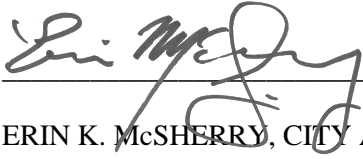
22 ATTEST:

23
24 _____
25 YOLANDA Y. VIGIL, CITY CLERK

1 APPROVED AS TO FORM:

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4 ERIN K. McSHERRY, CITY ATTORNEY

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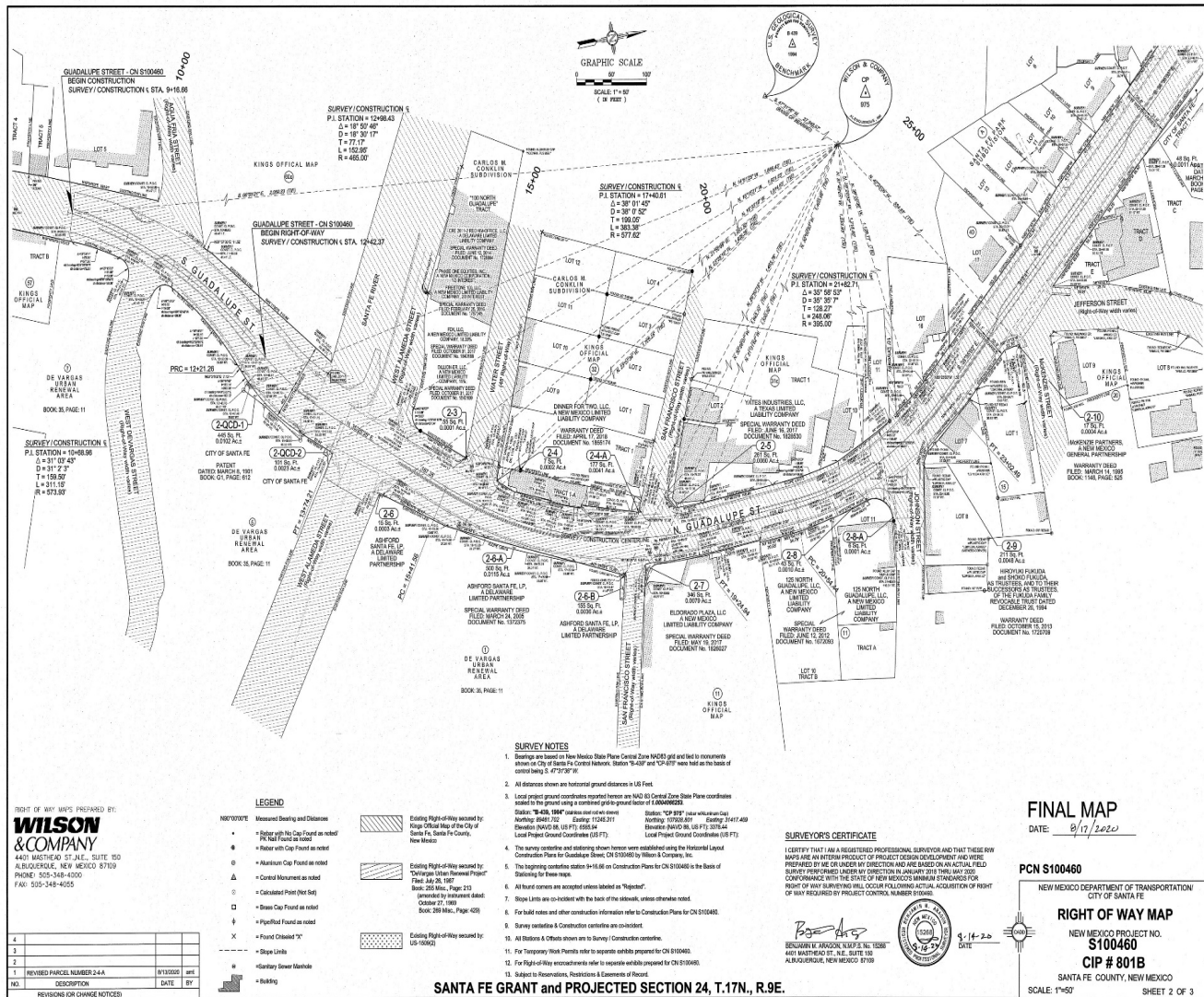
22

23

24

25 *Legislation/2020/Resolutions/Guadalupe Street ROW*

Exhibit A



RIGHT OF WAY MAPS PREPARED BY:
WILSON & COMPANY
 4401 MATTHEW ST., S.E., SUITE 100
 ALBUQUERQUE, NEW MEXICO 87109
 FAX: 505-248-4000

NO.	REVISION	DESCRIPTION	DATE	BY
4				
3				
2				
1	REVISED PARCEL NUMBER 2-4		8/13/2020	WIL

LEGEND

<ul style="list-style-type: none"> Measured Bearing and Distances Right of Way No. Cap Found as noted No. Nail Found as noted Aluminum Cap Found as noted Control Monument as noted Calculated Point (Not Set) Glass Cap Found as noted Pipe/Box Found as noted Found Obstacle "X" Slope Limits Utility Sewer Markers Building 	<ul style="list-style-type: none"> Existing Right-of-Way as noted by Kings Official Map of Santa Fe, Santa Fe County, New Mexico Existing Right-of-Way as noted by DeMingo Survey of Santa Fe, Santa Fe County, New Mexico Calculated Point (Not Set) Existing Right-of-Way as noted by US-9000
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- SURVEY NOTES**
1. Bearings are based on True Meridian. Station Plan Control Zone PACES and tied to monument shown on City of Santa Fe Control Network. Station T-102 and T-2-875 were held on the basis of control lines 3, 477.707' W.
 2. All distances shown are horizontal ground distances in US feet.
 3. Local project ground coordinates reported herein are NAD 83 Central Zone State Plane coordinates noted in the grant using a combined grid-to-ground factor of 0.00000233.
 4. The survey control and stationing shown herein were established using the Horizontal Layout Construction Plans for Quakebase-Santa Fe, CN 5100460 by Wilson & Company, Inc.
 5. The beginning coordinate station 9+15.86 on Construction Plans for CN 5100460 is the basis of stationing by these maps.
 6. All road corners are rounded unless noted as "flat-topped".
 7. Slope limits are co-terminus with the base of the sidewalk, unless otherwise noted.
 8. For build rules and other construction information refer to Construction Plans for CN 5100460.
 9. Survey stations & construction centerline are co-incident.
 10. All Station & Offset shown are to Survey/Construction centerline.
 11. For Temporary Work Plans refer to separate exhibits prepared for CN 5100460.
 12. For Right-of-Way encroachments refer to separate exhibits prepared for CN 5100460.
 13. Related to encroachments, encroachments & easements of record.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE WORK MAPS ARE AN INTEGRAL PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON AN ACTUAL FIELD SURVEY OF THE PROPERTY UNDER MY DIRECTION IN ACCORDANCE WITH THE STANDARDS OF CONFORMANCE WITH THE STATE OF NEW MEXICO MINIMUM STANDARDS FOR RIGHT OF WAY SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT OF WAY REQUIRED BY PROJECT CONTROL NUMBER BROWN.

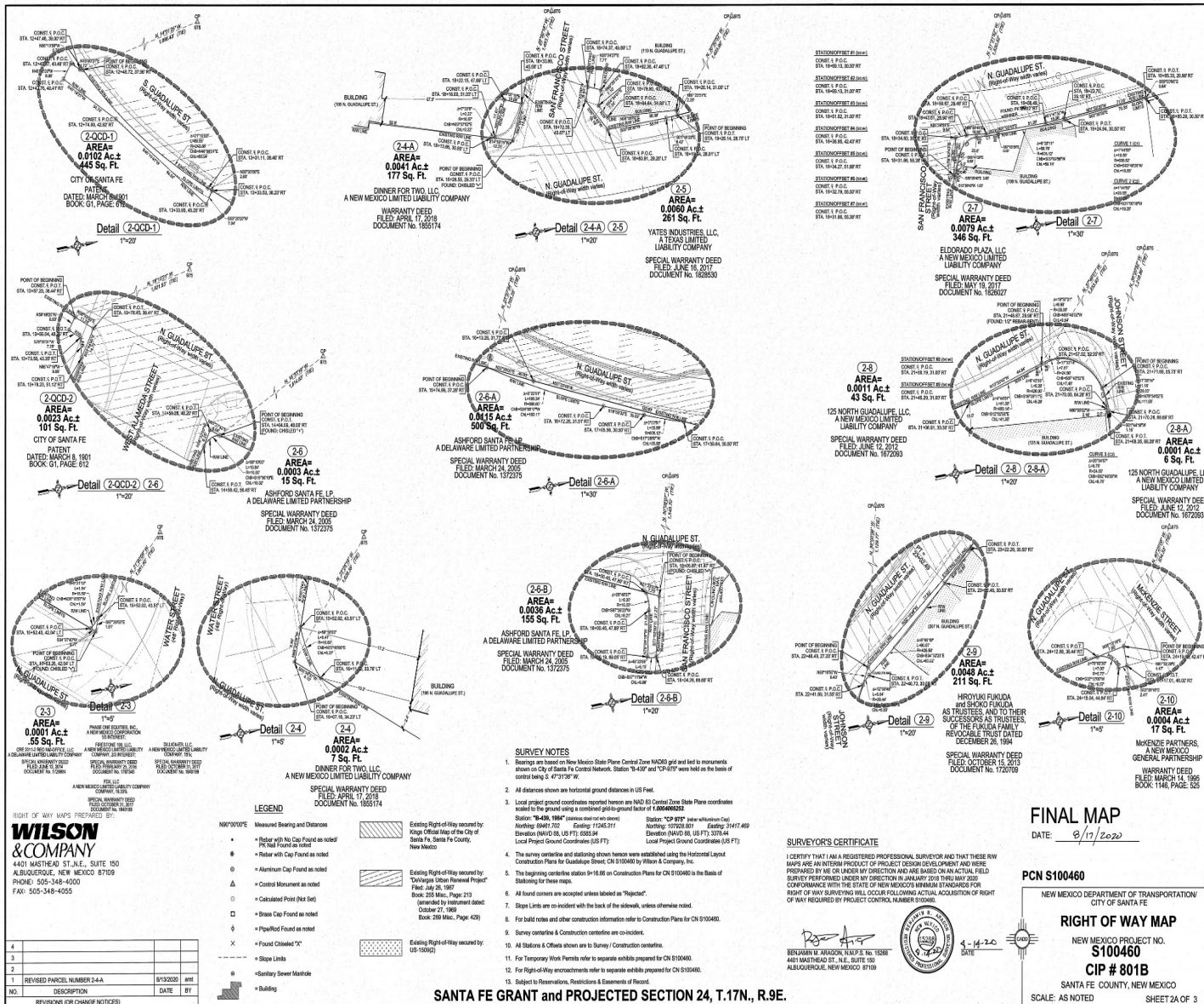
Boyd A. Adams
 BOYD A. ADAMS, REGISTERED PROFESSIONAL SURVEYOR
 4401 MATTHEW ST., S.E., SUITE 100
 ALBUQUERQUE, NEW MEXICO 87109

FINAL MAP
 DATE: 8/11/2020

PCN S100460

NEW MEXICO DEPARTMENT OF TRANSPORTATION
 CITY OF SANTA FE
RIGHT OF WAY MAP
 NEW MEXICO PROJECT NO. S100460
CIP # 801B
 SANTA FE COUNTY, NEW MEXICO
 SCALE: 1"=60' SHEET 2 OF 3

SANTA FE GRANT AND PROJECTED SECTION 24, T.17N., R.9E.



RIGHT OF WAY MAPS PREPARED BY:

WILSON & COMPANY
 4401 MATHHEAD ST., N.E., SUITE 100
 ALBUQUERQUE, NEW MEXICO 87109
 PHONE: 505-348-4000
 FAX: 505-348-4055

NO.	DESCRIPTION	DATE	BY
1	REVISED PARCEL NUMBER 2-4A	8/13/2020	WHE
4			
3			

REVISIONS (FOR CHANGE NOTICES)

LEGEND

MEASURED BEARING AND DISTANCE

- Rebar with No Cap Found as noted
- Rebar with Cap Found as noted
- Aluminum Cap Found as noted
- Control Monument as noted
- Calculated Point (Not Set)
- Brass Cap Found as noted
- Pipe/Road Found as noted
- Found/Chained "X"
- Slope Limits
- Sanitary Sewer Manhole
- Building

EXISTING RIGHT-OF-WAY BY:

- City of Santa Fe, Santa Fe County, New Mexico
- City of Santa Fe, Santa Fe County, New Mexico
- City of Santa Fe, Santa Fe County, New Mexico

EXISTING RIGHT-OF-WAY BY:

- City of Santa Fe, Santa Fe County, New Mexico

- SURVEY NOTES**
- Bearings are based on the Mexico State Plane Central Zone NAD83 grid and tied to monuments shown on City of Santa Fe Control Network. Station "D-430" and "CUP-879" were held as the basis of control being a 473.70' tie.
 - All distances shown are horizontal ground distances in US Feet.
 - Local project ground coordinates reported herein are NAD 83 Central Zone State Plane coordinates scaled to the ground using a combined grid-to-ground factor of 2.00496223.
 - Station "S-424, 1986" (previous station name on record):
 Northing: 69467.752 Easting: 11245.911
 Elevation (NAVD 83, US FT): 6062.94 Elevation (NAVD 83, US FT): 3078.64
 Local Project Ground Coordinates (US FT):
 Northing: 107028.001 Easting: 31477.489
 Elevation (NAVD 83, US FT): 6062.94 Elevation (NAVD 83, US FT): 3078.64
 Local Project Ground Coordinates (US FT):
 Northing: 107028.001 Easting: 31477.489
 Elevation (NAVD 83, US FT): 6062.94 Elevation (NAVD 83, US FT): 3078.64
 - The survey control and stationing shown herein were established using the Horizontal Layout Construction Plans for Guadalupe Street, CN 5100400 by Wilson & Company, Inc.
 - The beginning control station 9+16.00 on Construction Plans for CN 5100400 is the Basis of Stationing for these maps.
 - All found corners are accepted unless labeled as "Rejected".
 - Slope Limits are co-incident with the back of the sidewalk, unless otherwise noted.
 - For all build notes and other construction information refer to Construction Plans for CN 5100400.
 - Survey Control and Construction centerline are co-incident.
 - All Stations & Chords shown are to Survey / Construction centerline.
 - For Temporary Work Permits refer to separate exhibits prepared for CN 5100400.
 - For Right-of-Way encroachments refer to separate exhibits prepared for CN 5100400.
 - Subject to Reservations, Easements & Encumbrances of Record.

SURVEYORS' CERTIFICATE

I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE RW MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION IN JANUARY 2018 THERE MAY BE DISCREPANCIES WITH THE STATE OF NEW MEXICO'S MANSION STANDARDS FOR RIGHT OF WAY SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT OF WAY REQUIRED BY PROJECT CONTROL NUMBER 2020-011.

[Signature]
 BERNARD J. ARIZONA, P.L.S., No. 16266
 4401 MATHHEAD ST., N.E., SUITE 100
 ALBUQUERQUE, NEW MEXICO 87109

DATE: 8-17-2020

FINAL MAP

DATE: 8/17/2020

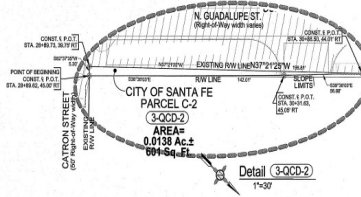
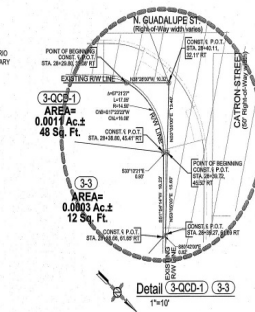
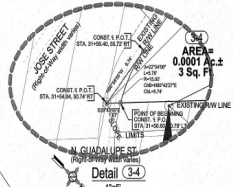
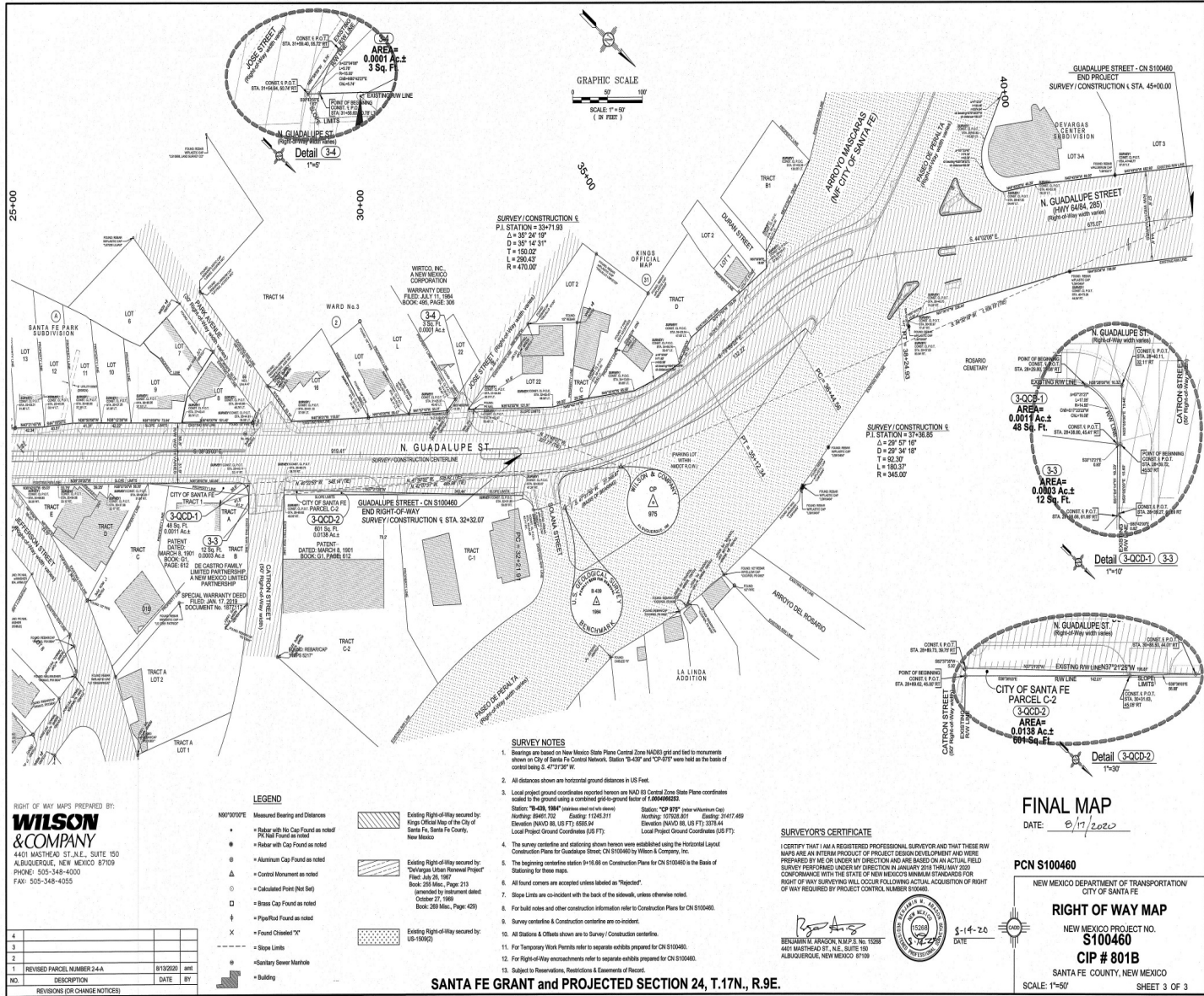
PCN S100460

NEW MEXICO DEPARTMENT OF TRANSPORTATION/
 CITY OF SANTA FE

RIGHT OF WAY MAP
 NEW MEXICO PROJECT NO.
S100460
CIP # 801B
 SANTA FE COUNTY, NEW MEXICO

SCALE: AS NOTED SHEET 2A OF 3

SANTA FE GRANT and PROJECTED SECTION 24, T.17N., R.9E.



- SURVEY NOTES**
- Bearings are based on New Mexico State Central Zone NAD83 grid and tied to monuments shown on City of Santa Fe Control Network. Station "B-432" and "CP-878" were used as the basis of control being 0.473738" W.
 - All distances shown are horizontal ground distances in US Feet.
 - Local project ground coordinates reported herein are NAD 83 Central Zone State Plane coordinates related to the ground using a combined grid-ground factor of 0.00046253.
 - Station: "B-432, 1984" (viewed and not set shown) Station: "CP 878" (viewed where cap) Northing: 38487.702 Easting: 17245.511 Elevation: 5190.000 US FT. 6555.94 Local Project Ground Coordinates (US FT):
 - The survey, certifies and stalling shown herein were established using the Horizontal Layout Construction Plans for Guadalupe Street, CN S100460 by Wilson & Company, Inc.
 - All found corners are accepted unless labeled as "Rejected".
 - Slope Limits are co-incident with the back of the sidewalk, unless otherwise noted.
 - For back notes and other construction information refer to Construction Plans for CN S100460.
 - Survey certificate & Construction certificate are co-incident.
 - All Stations & Objects shown are to Survey & Construction certificate.
 - For Temporary Work Permits refer to separate exhibits prepared for CN S100460.
 - For Right-of-Way encroachments refer to separate exhibits prepared for CN S100460.
 - Subject to Reservations, Restrictions & Easements of Record.

RIGHT OF WAY MAPS PREPARED BY:
WILSON & COMPANY
 4401 MATTHEW STREET, SUITE 150
 ALBUQUERQUE, NEW MEXICO 87109
 PHONE: 505-343-4000
 FAX: 505-348-4055

NO.	REVISIONS (OR CHANGE NOTICES)	DESCRIPTION	DATE	BY
1		REVISED PARCEL NUMBER 2-4	8/19/2020	ahf
2				
3				
4				

- LEGEND**
- MEASURED BEARING AND DISTANCES
- Rebar with No. Cap Found as noted in the Field Form or Notes
 - Rebar with Cap Found as noted
 - Aluminum Cap Found as noted
 - Control Monument as noted
 - Calculated Point (Not Set)
 - Brass Cap Found as noted
 - Pipe/Reel Found as noted
 - Found Chained "X"
 - Slope Limits
 - Sanitary Sewer Mainline
 - Building

- Existing Right-of-Way secured by Origin Office Map of the City of Santa Fe, Santa Fe County, New Mexico
- Existing Right-of-Way secured by "Vallejo Urban Renewal Project" Plat: July 28, 1957 Book: 255 Misc., Page: 213 (repealed by instrument dated October 27, 1989 Book: 289 Misc., Page: 420)
- Existing Right-of-Way secured by US-190(92)

SURVEYOR'S CERTIFICATE

I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE RIGHT OF WAY MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION IN JANUARY 2019 THROUGH 2020 CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR RIGHT OF WAY SURVEYING AND OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT OF WAY REQUIRED BY PROJECT CONTROL NUMBER S100460.

[Signature]
 BERNARDINE ARAGON, SLP# E No. 15258
 4401 MATTHEW STREET, N.E., SUITE 150
 ALBUQUERQUE, NEW MEXICO 87109

FINAL MAP
 DATE: 8/17/2020

PCN S100460

NEW MEXICO DEPARTMENT OF TRANSPORTATION
 CITY OF SANTA FE

RIGHT OF WAY MAP
 NEW MEXICO PROJECT NO. S100460
CIP # 801B
 SANTA FE COUNTY, NEW MEXICO

SCALE: 1"=50'
 SHEET 3 OF 3

SANTA FE GRANT AND PROJECTED SECTION 24, T.17N., R.9E.

PROPERTY DESCRIPTION

N.M.P. # S100460

PCN S100460

CIP # 801B

2-QCD-1

CITY OF SANTA FE

A certain tract of land located in Santa Fe Grant and Projected Section 24, Township 17 North, Range 9 East, N.M.P.M, Santa Fe County, New Mexico, same as being a portion of the land described in a Patent to the City of Santa Fe, filed March 8, 1901 in Book G1, Page 612, Records of Santa Fe County, New Mexico, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the Southwest corner of said tract herein described, said point being on Construction & Survey Centerline P.O.C. Station 12+48.72, Offset 37.96', right of N.M.P.# S100460, Santa Fe County, State of New Mexico, whence a Wilson & Company Inc. Aluminum Cap stamped "CP-975" found in place bears N 14° 51' 25" W. 1,886.43 feet distant; thence from said Point of Beginning, on the existing Easterly Right of Way line of South Guadalupe Street; thence,

Northeasterly along the existing (2020) Easterly Right of Way line of South Guadalupe Street, 89.55 feet along a curve to the left, having a Radius of 242.38 feet, a Central Angle of 21° 10' 03" and a Chord of 89.04 feet which bears N 46° 08' 01" E to a point; thence,

N 35° 33' 00" E along the existing (2020) Easterly Right of Way line of South Guadalupe Street, a distance of 2.63 feet to a point; thence

S 53° 20' 20" W leaving the existing (2020) Easterly Right of Way line of South Guadalupe Street, a distance of 7.04 feet to a point; thence,

S 46° 10' 41" W a distance of 64.54 feet to a point; thence

S 40° 19' 21" W a distance of 34.74 feet to a point; thence

N 49° 19' 03" W a distance of 8.06 feet to a point; thence

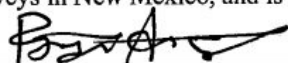
N 36° 13' 55" W a distance of 5.72 feet to a point; thence

N 13° 40' 31" E to a point on the existing (2020) Easterly Right of Way line of South Guadalupe Street, a distance of 1.72 feet to the Point of Beginning;

Said tract contains 445 Square Feet or 0.0102 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.



Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
(505) 348-4000



8-14-20

Date

PROPERTY DESCRIPTION

N.M.P. # S100460

PCN S100460

CIP # 801B

2-QCD-2

CITY OF SANTA FE

A certain tract of land located in Santa Fe Grant and Projected Section 24, Township 17 North, Range 9 East, N.M.P.M, Santa Fe County, New Mexico, same as being a portion of the land described in a Patent to the City of Santa Fe, filed March 8, 1901 in Book G1, Page 612, Records of Santa Fe County, New Mexico, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the Southwest corner of said tract herein described, said point being on Construction & Survey Centerline P.O.C. Station 13+67.25, Offset 36.44', right of N.M.P. # S100460, Santa Fe County, State of New Mexico, whence a Wilson & Company Inc. Aluminum Cap stamped "CP-975" found in place bears N 18° 15' 21" W. 1,821.53 feet distant; thence from said Point of Beginning, on the existing (2020) Easterly Right of Way line of South Guadalupe Street; thence,

N 35° 33' 00" E along the existing (2020) Easterly Right of Way line of South Guadalupe Street, a distance of 11.74 feet to a point; also being a point on the existing (2020) Southerly Right of Way line of West Alameda Street; thence,

S 53°44'00" E, along said existing Southerly Right of Way line of West Alameda Street, a distance of 14.71 feet; thence,

N 85°47'16"W, leaving said existing Southerly Right of Way line of West Alameda Street, a distance of 9.09 feet to a point; thence,

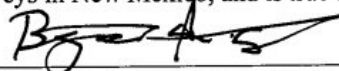
S 36° 36' 31" W, a distance of 7.26 feet to a point; thence,

N 50° 49'25" E to a point on the existing Easterly Right of Way line of South Guadalupe Street, a distance of 6.83 feet to the Point of Beginning;

Said tract contains 101 Square Feet or 0.0023 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.



Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
(505) 348-4000



8-14-20

Date

PROPERTY DESCRIPTION

N.M.P. # S100460

PCN S100460

CIP # 801B

3-QCD-1

CITY OF SANTA FE

A certain tract of land located in Santa Fe Grant and Projected Section 24, Township 17 North, Range 9 East, N.M.P.M, Santa Fe County, New Mexico, same as being a portion of the land described in a Patent to the City of Santa Fe, filed March 8, 1901 in Book G1, Page 612, Records of Santa Fe County, New Mexico, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the Northwest corner of said tract herein described, said point being on Construction & Survey Centerline P.O.T. Station 28+29.80, Offset 32.08, right of N.M.P. # S100460, Santa Fe County, State of New Mexico, whence a Wilson & Company Inc. Aluminum Cap stamped "CP-975" found in place bears N 40° 22' 53" W. 545.14 feet distant; thence from said Point of Beginning, on the existing (2020) Easterly Right of Way line of North Guadalupe Street; thence,

N 38° 28' 00" E along said existing easterly Right of Way line of North Guadalupe Street, 10.32 feet to a point on the Southerly existing (2020) Right of Way line of Catron Street; thence,

N 53° 05' 00" E a distance of 13.40 feet to a point; thence

S 33° 12' 21" E leaving the existing (2020) Southerly Right of Way line of Catron Street, a distance of 0.93 feet to a point; thence,

Southwesterly, 17.05 feet along a curve to the left, having a Radius of 14.50 feet, a Central Angle of 67° 21' 27" and a Chord of 16.08 feet which bears S 17° 23' 23" W to the Point of Beginning;

Said tract contains 48 Square Feet or 0.0011 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.



Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
(505) 348-4000



8-14-20

Date

PROPERTY DESCRIPTION

N.M.P. # S100460

PCN S100460

CIP # 801B

3-QCD-2

CITY OF SANTA FE

A certain tract of land located in Santa Fe Grant and Projected Section 24, Township 17 North, Range 9 East, N.M.P.M, Santa Fe County, New Mexico, same as being a portion of the land described in a Patent to the City of Santa Fe, filed March 8, 1901 in Book G1, Page 612, and Parcel C-2 described in a Plat of Survey for the Board of Education of the City of Santa Fe, filed August 6, 1985 in Book 155, Page 009, Records of Santa Fe County, New Mexico, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the Southeast corner of said tract herein described, said point being on Construction & Survey Centerline P.O.T. Station 28+89.62, Offset 45.00', right of N.M.P. # S100460, Santa Fe County, State of New Mexico, whence a Wilson & Company Inc. Aluminum Cap stamped "CP-975" found in place bears N 42° 07' 31" W. 485.98 feet distant; thence from said Point of Beginning, on the existing (2020) Northerly Right of Way line of Catron Street; thence,

S 52° 37' 35" W along said existing northerly Right of Way line of Catron Street, 5.30 feet; thence,

N 37° 21' 25" W along the existing (2020) easterly Right of Way line of North Guadalupe Street 198.81 feet; thence,

Leaving said Right of Way line of North Guadalupe Street, S 39° 38' 03" E, a distance of 56.88 feet to a point; thence,

S 38° 35' 03" E, a distance of 142.01 feet to the Point of Beginning:

Said tract contains 601 Square Feet or 0.0138 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.



Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
(505) 348-4000



8-14-20

Date

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Guadalupe Street ROW

Sponsor(s): Councilors Lindell and Villarreal

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 11/03/2020 Phone: 955-6623

Reviewed by City Attorney: *Eric McGeary* Date: Nov 17, 2020

Reviewed by Finance Director: *Mary McGeary* Date: Nov 17, 2020

Summary:

As per funding requirement with NMDOT (S100460 "Guadalupe Reconstruction Project") this resolution confirms that all road improvements constructed on City property (Parcels 2-QCD-1, 2-QCD-2, 3-QCD-1 and 3-QCD-2) under this Project will be open for use by the public as City right-of-way.

Departments Affected:

Public Works

Consequences of Not Enacting Legislation:

If this Resolution is not adopted, the much needed road improvements that will help ensure safety and access by all users particularly the pedestrians, bicyclists and people with disabilities will not be constructed. The City will need to return to the State all the funding we received in the total amount of \$912,600. Moreover, our failure to implement this Project would jeopardize future funding opportunities with the state and federal governments.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

The City will apply for Right-of-Way certification from the New Mexico Department of Transportation (NMDOT) in order to construct the project and receive the NMDOT construction funding of \$4,150,000.

Fiscal Implications:

None identified.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: 
Regina Wheeler (Nov 18, 2020 16:20 MST)

Email: rawheeler@santafenm.gov

Signature: 
Romella Glorioso-Moss (Nov 17, 2020 16:25 MST)

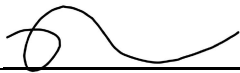
Email: rsglorioso-moss@santafenm.gov

City of Santa Fe New Mexico

MEMO

DATE: November 16, 2020

TO: Public Works and Utilities Committee/Finance/City Council

VIA: 
Regina Wheeler, Public Works Department Director
Mark Baca, C.M., Airport Manager *MB*

FROM: John Dickinson, C.M., Airport Operations Manager *JD*

ISSUE: Request Approval of Awarded Bid # '21/02/B to Albuquerque Asphalt, Inc.

ACTION:

Request for Approval of Award of Bid # '21/02/B to low bidder Albuquerque Asphalt, Inc. for \$2,456,103.13 Taxiway Golf Reconstruction. (John Dickinson, Airport Operations Manager, jdickinson@santafenm.gov, 955-2909)

SUMMARY:

Bid lot 1 for Taxiway Golf covers one of the Santa Fe Regional Airport's primary taxiways, which is experiencing significant pavement failures and is in need of reconstruction due to the amount of aircraft traffic it receives. The realignment and reconstruction will mitigate pavement failures and provide pavement strength for the airport's expanding commercial flight operations. This project will start in March 2021 and should be completed by mid-June 2021.

Bid lot 2 includes the existing edge lighting and guidance sign system consisting of stake-mounted quartz lights and direct-buried cable. The existing edge lights and guidance signs will be removed, salvaged and stockpiled. Primary power and communication cables are going to be relocated as a result of the new taxiway alignment, and the existing direct-bury cable will be abandoned in place. A new LED edge lighting and signing system will be installed to include wire-in conduit and edge lights on cans. The edge lights will be 24" LED fixtures to include an arctic kit.

Three sealed bids were received with Albuquerque Asphalt, Inc. being the lowest bidder by \$138,982.56 over the second place bidder and at a cost lower than the Engineer's original opinion of probable cost which was \$2,755,925.84. Albuquerque Asphalt, Inc. has completed numerous construction projects for the Santa Fe Regional Airport in the past seven years with excellent results.

BUDGET:

This project is funded by 93% FAA Grant #3-35-0037-052-2020 and #3-35-0037-053-2020, as well as, a 3.5% Grant #SAF-20-03 from the New Mexico Department of Transportation Aviation Division (NMDOTAD) with the remaining 3.5% matching funding by the City.

Secured grant funding is available for this project in Org/Object #5450407.572970, Project String AIR19545OE. City of Santa Fe Munis contract #3202399 has been issued to this procurement.

ATTACHMENTS:

Construction Contract
Summary of Contract Form
Bid Tab
Procurement Checklist
Contractor's Certificate of Insurance(s)

B.1 CONSTRUCTION AGREEMENT

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Albuquerque Asphalt, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

Taxiway G construction to include approximately 2,400 linear feet of new taxiway construction beginning at Runway 2-20 and extending to Runway 15.

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures and as described in Attachment 1:

1) Specifications dictate minimum requirements for project acceptance.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Strategic Plan on page 295.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed. Compensation not to exceed (\$2,264,994.24), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$191,108.89) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$2,456,103.13). 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 City 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 City. All invoices MUST BE received by the City no later than thirty (30) 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. If the City 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 City 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 City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30 of 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). 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. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **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.

B. Termination Management. Immediately upon receipt by either the City 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 City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City 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 City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the 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 City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

- (1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and
 - (2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.
- B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. 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.

9. 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.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

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

12. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City 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.

13. 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.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 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 Article 13 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 13 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.

14. 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 Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

- A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:
- 1) Deliverable requirements, as outlined in the Scope of Work;
 - 2) Due date of any Deliverable, as outlined in the Scope of Work;
 - 3) Compensation of any Deliverable, as outlined in the Scope of Work;
 - 4) Agreement compensation, as outlined in Article 2; or
 - 5) Agreement termination, as outlined in Article 4.
- B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) the impact of the change.
 - 2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. 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 Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. 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.

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

19. 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.

20. 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.

21. Professional Liability Insurance.

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

22. Other 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.

23. 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 City. 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

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. 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.

26. 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.

27. 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.

28. 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 City: Santa Fe Regional Airport
Name: John Dickinson
Address: 121 Aviation Dr. Suite 1, Santa Fe, NM 87507
Email: jdickinson@santafenm.gov

To the Contractor: Albuquerque Asphalt, Inc.
Name: Robert B. Woods
Address: P.O Box 66450 Albuquerque, NM, 87193
Email: bobw@alb-asphalt.com

29. 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.

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
CITY MAYOR

DATE: _____

ATTEST:

Yolanda Y. Vigil
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 3, 2020 09:43 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy
FINANCE DIRECTOR

5450407.572970/Project String AIR-195450E
Business Unit Line Item

AL
AL

CONTRACTOR:
Albuquerque Asphalt, Inc.

Robert B. Wood
NAME Robert B. Wood
President

TITLE

DATE: 11/17/20

CRS#: 011-37714-003

Registration #: 20-00111800

Attachment 1

Scope of Work

Performance Measures

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: To reconstruct the deteriorating pavements on Taxiway G and reconfigure the alignment to meet current FAA standards. The lighting system will be updated concurrently to include new LED edge lights and guidance signs.

Objective: To complete the project through a traditional Design-Bid-Build method. The engineering consultant will design the project per FAA standards and upon Completion the project will be Bid and awarded to the lowest successful Bidder. The contractor will construct the new taxiway in accordance with the Plans and Specifications to completion.

Activities: The Contractor is expected to perform pavement removal and new pavement construction. The Work items include clearing and grubbing, excavation, borrow, pavement removal, subgrade preparation, subbase, base course and bituminous surface course construction, grading and marking. Additionally, the taxiway edge lighting system will be upgraded which includes removal of existing fixtures and installation of new cable in conduit, counterpoise, LED taxiway edge lights and guidance signs and performing all related electrical tasks.

A contract time will be established to control project schedule and quality assurance tests will be performed to ensure acceptability of work performed and materials furnished. Minimum performance standards are provided in specifications.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202399

Contractor: Albuquerque Asphalt, Inc

Description: Taxiway Golf Reconstruction and Alignment.

Contract Agreement Lease / Rent Amendment

Term Start Date: 03/31/2021 Term End Date: 06/30/2022

Approved by Council Date: TBD

Contract / Lease: Construction Agreement

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:

John Dickinson
John Dickinson (Nov 18, 2020 17:03 MST)

Purchasing Officer Review:

Nov 18, 2020

Date:

Comment & Exceptions: award from ITB 21/02/B Taxiway Golf Constrction

4. Funding Source: Federal Aviation Administration

Alexis Lotero
Alexis Lotero (Nov 18, 2020 16:22 MST)

Budget Officer Approval:

Org / Object: 5450407.572970

Nov 18, 2020

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: John Dickinson Phone # 955-2909

Email: jdickinson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe
 Santa Fe Regional Airport
 Taxiway G Construction
 AIP 3-35-0037-052-2020; NMDOT SAF-20-03; City of Santa Fe ITB No. 21/02/B
 Bid Date: July 23, 2020 @ 2:00 p.m.

Item / Spec No.	Description	Unit	Quantity	Engineer's Estimate		Albuquerque Asphalt		TLC Plumbing & Utility		Mountain States Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid Lot 1 - Taxiway G Pavement Construction											
1	C-105 Mobilization, Complete	LS	1	\$ 105,000.00	\$ 105,000.00	\$ 84,890.00	\$ 84,890.00	\$ 149,000.00	\$ 149,000.00	\$ 107,000.00	\$ 107,000.00
2	CSPP Airport Safety and Security, Construction Traffic Control and Barricading, Complete	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 32,500.00	\$ 32,500.00	\$ 30,500.00	\$ 30,500.00	\$ 26,000.00	\$ 26,000.00
3	C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 3,700.00	\$ 3,700.00	\$ 4,200.00	\$ 4,200.00	\$ 12,000.00	\$ 12,000.00
4	P-101 Sawcut Existing Pavement, Complete	LF	286	\$ 2.50	\$ 715.00	\$ 6.00	\$ 1,716.00	\$ 2.90	\$ 829.40	\$ 6.00	\$ 1,716.00
5	P-101 Bituminous Pavement Pulverization and Removal, 5" Depth, Hauling, Temporary Stockpiling On-Airport, Complete	SY	16,285	\$ 4.00	\$ 65,140.00	\$ 3.35	\$ 54,554.75	\$ 2.50	\$ 40,712.50	\$ 6.00	\$ 97,710.00
6	P-101 Removal of Existing Drop Inlet, Complete	EA	2	\$ 500.00	\$ 1,000.00	\$ 740.00	\$ 1,480.00	\$ 765.00	\$ 1,530.00	\$ 1,500.00	\$ 3,000.00
7	P-101 Removal of Existing 12" Corrugated Metal Pipe (CMP), Complete	LF	160	\$ 30.00	\$ 4,800.00	\$ 18.50	\$ 2,960.00	\$ 23.00	\$ 3,680.00	\$ 15.00	\$ 2,400.00
8	P-101 Removal of Existing 18" Reinforced Concrete Pipe (RCP), Complete	LF	135	\$ 75.00	\$ 10,125.00	\$ 25.00	\$ 3,375.00	\$ 25.00	\$ 3,375.00	\$ 35.00	\$ 4,725.00
9	P-151 Clearing and Grubbing	AC	6	\$ 3,000.00	\$ 18,000.00	\$ 2,000.00	\$ 12,000.00	\$ 1,700.00	\$ 10,200.00	\$ 1,000.00	\$ 6,000.00
10	P-152 Unclassified Excavation	CY	8,000	\$ 9.00	\$ 72,000.00	\$ 7.85	\$ 62,800.00	\$ 6.00	\$ 48,000.00	\$ 9.00	\$ 72,000.00
11	P-152 On-Site Borrow Excavation, Removal and Replacement of Existing Unsuitable Material	CY	10,000	\$ 11.00	\$ 110,000.00	\$ 7.70	\$ 77,000.00	\$ 10.00	\$ 100,000.00	\$ 24.50	\$ 245,000.00
12	P-155 Hydrated Lime	TONS	580	\$ 260.00	\$ 150,800.00	\$ 280.00	\$ 162,400.00	\$ 235.00	\$ 136,300.00	\$ 250.00	\$ 145,000.00
13	P-155 Lime-Treated Subgrade, 12" Minimum	SY	19,510	\$ 3.00	\$ 58,530.00	\$ 2.20	\$ 42,922.00	\$ 8.00	\$ 156,080.00	\$ 8.50	\$ 165,835.00
14	P-209 Crushed Aggregate Base Course, 7" Thickness	CY	3,800	\$ 65.00	\$ 247,000.00	\$ 91.00	\$ 345,800.00	\$ 62.00	\$ 235,600.00	\$ 109.00	\$ 414,200.00
15	P-403 Asphalt Mix Pavement Base Course, 5" Thickness	TON	5,500	\$ 100.00	\$ 550,000.00	\$ 83.65	\$ 460,075.00	\$ 89.50	\$ 492,250.00	\$ 110.00	\$ 605,000.00
16	P-401 Bituminous Surface Course, 4" Thickness, Complete in Place	TON	4,270	\$ 100.00	\$ 427,000.00	\$ 90.00	\$ 384,300.00	\$ 90.25	\$ 385,367.50	\$ 110.00	\$ 469,700.00
17	P-602 Bituminous Prime Coat	GAL	5,510	\$ 2.75	\$ 15,152.50	\$ 1.25	\$ 6,887.50	\$ 4.00	\$ 22,040.00	\$ 3.00	\$ 16,530.00
18	P-603 Bituminous Tack Coat	GAL	3,857	\$ 2.00	\$ 7,714.00	\$ 3.07	\$ 11,840.99	\$ 2.60	\$ 10,028.20	\$ 2.00	\$ 7,714.00
19	P-620 Runway and Taxiway Painting, Including Temporary Coat and Final Coat with Glass Bead Application, Complete in Place	SF	6,600	\$ 2.50	\$ 16,500.00	\$ 2.52	\$ 16,632.00	\$ 3.10	\$ 20,460.00	\$ 5.00	\$ 33,000.00
20	T-901 Seeding with Hydromulch	AC	5	\$ 3,000.00	\$ 15,000.00	\$ 1,550.00	\$ 7,750.00	\$ 3,200.00	\$ 16,000.00	\$ 2,400.00	\$ 12,000.00
21	Linear Grading After Construction, Shape and Grade Shoulders to Provide the 1-1/2" Maximum drop-off from Pavement Edge, Complete	LF	4,900	\$ 3.00	\$ 14,700.00	\$ 0.55	\$ 2,695.00	\$ 2.60	\$ 12,740.00	\$ 4.00	\$ 19,600.00
22	D-751 New Median Type Drop Inlet, Complete in Place	EA	3	\$ 12,000.00	\$ 36,000.00	\$ 11,900.00	\$ 35,700.00	\$ 7,500.00	\$ 22,500.00	\$ 8,200.00	\$ 24,600.00
23	D-701 36" Reinforced Concrete Pipe (RCP) including Trenching, Backfill, Fittings, Joints and Miscellaneous Components, Complete in Place	LF	135	\$ 160.00	\$ 21,600.00	\$ 212.00	\$ 28,620.00	\$ 177.00	\$ 23,895.00	\$ 200.00	\$ 27,000.00
24	Construction Staking, Complete	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 26,700.00	\$ 26,700.00	\$ 32,000.00	\$ 32,000.00	\$ 68,000.00	\$ 68,000.00
25	C-100 Contractor Quality Control Testing, Complete	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 87,000.00	\$ 87,000.00	\$ 45,500.00	\$ 45,500.00	\$ 25,000.00	\$ 25,000.00
				Subtotal Bid Items for Base Bid Lot 1 (1-25)							
				\$ 2,084,276.50	\$ 2,084,276.50	\$ 1,956,298.24	\$ 1,956,298.24	\$ 2,002,787.60	\$ 2,002,787.60	\$ 2,610,730.00	\$ 2,610,730.00
				Subtotal Bid Items for Base Bid Lot 1							
				\$ 175,860.83	\$ 175,860.83	\$ 165,062.66	\$ 165,062.66	\$ 168,985.20	\$ 168,985.20	\$ 220,280.34	\$ 220,280.34
				Total Base Bid Lot 1 including NMGRT							
				\$ 2,260,137.33	\$ 2,260,137.33	\$ 2,121,360.90	\$ 2,121,360.90	\$ 2,171,772.80	\$ 2,171,772.80	\$ 2,831,010.34	\$ 2,831,010.34

Santa Fe Regional Airport
Taxiway G Construction
AIP 3-35-0037-052-2020; NMDOT SAF-20-03; City of Santa Fe ITB No. 21/02/B
Bid Date: July 23, 2020 @ 2:00 p.m.

Item	Spec No.	Description	Engineer's Estimate		Albuquerque Asphalt		TLC Plumbing & Utility		Mountain States Construction	
			Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
Bid Lot 2 - Taxiway G Medium Intensity Lighting System										
1	C-105	Mobilization, Complete	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 33,500.00	\$ 28,000.00	\$ 28,000.00	\$ 63,000.00
2	CSPP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 45,000.00	\$ 45,000.00	\$ 3,000.00
3	C-102	Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 700.00	\$ 910.00	\$ 910.00	\$ 2,000.00
4		Remove and Salvage Existing Taxiway MITL Fixtures, Edge Lights, Complete	EA	61	\$ 30.00	\$ 1,830.00	\$ 2,440.00	\$ 45.00	\$ 2,745.00	\$ 3,050.00
5		Remove and Dispose Off Airport Property, Direct Bury Edge Light 5KV Cable and Counterpoise, Complete	LF	6,700	\$ 5.00	\$ 33,500.00	\$ 10,921.00	\$ 1.80	\$ 12,060.00	\$ 13,400.00
6		Remove and Salvage Existing Guidance Sign, Remove and Dispose of Concrete Base and Can, Complete	EA	6	\$ 700.00	\$ 4,200.00	\$ 1,956.00	\$ 360.00	\$ 2,160.00	\$ 3,600.00
7		Remove and Salvage Existing Guidance Sign, Do Not Disturb Existing Concrete Base and Can, Complete	EA	1	\$ 200.00	\$ 200.00	\$ 326.00	\$ 360.00	\$ 360.00	\$ 400.00
8		Remove Existing Pull Box, Complete	EA	11	\$ 100.00	\$ 1,100.00	\$ 1,265.00	\$ 130.00	\$ 1,430.00	\$ 1,320.00
9		Remove Existing Duct Markers, Complete	EA	9	\$ 25.00	\$ 225.00	\$ 513.00	\$ 65.00	\$ 585.00	\$ 585.00
10		Temporary Cable and Conduit for Circuit Jumper, Above Ground, Connected and Operating, Complete in Place	LF	10,000	\$ 2.50	\$ 25,000.00	\$ 20,000.00	\$ 2.20	\$ 22,000.00	\$ 22,000.00
11	L-108	Trenching for Cable, Backfill, Complete in Place	LF	5,800	\$ 3.25	\$ 18,850.00	\$ 26,448.00	\$ 5.05	\$ 29,290.00	\$ 29,000.00
12	L-108	L-824, 1/C #8 5KV Cable, in Trench or Duct, w/all Splices, Complete in Place	LF	9,500	\$ 1.50	\$ 14,250.00	\$ 13,395.00	\$ 1.60	\$ 15,200.00	\$ 19,000.00
13	L-108	L-824, 1/C #6 Bare Solid Counterpoise, in Trench, Duct Bank, or Conduit, Ground Rods and Ground Connectors, Complete in Place	LF	5,800	\$ 2.50	\$ 14,500.00	\$ 18,908.00	\$ 3.60	\$ 20,880.00	\$ 23,200.00
14	L-110	Non-Encased Electrical Conduit, 1-Way 2-Inch, Direct Bury, Complete in Place	LF	6,700	\$ 2.50	\$ 16,750.00	\$ 14,539.00	\$ 2.40	\$ 16,080.00	\$ 20,100.00
15	L-110	Concrete Encased Electrical Conduit, 2-Way 4-Inch, Including Markers, Complete in Place	LF	190	\$ 50.00	\$ 9,500.00	\$ 12,540.00	\$ 72.00	\$ 13,680.00	\$ 15,200.00
16	L-110	Concrete Encased Electrical Conduit, 4-Way 4-Inch, Including Markers, Complete in Place	LF	85	\$ 60.00	\$ 5,100.00	\$ 6,970.00	\$ 90.00	\$ 7,650.00	\$ 8,500.00
17	L-115	Electrical Pull Box (36"x24"x30"), Polymer Concrete	EA	6	\$ 1,100.00	\$ 6,600.00	\$ 7,500.00	\$ 1,400.00	\$ 8,400.00	\$ 8,400.00
18	L-115	L-867 Class I Steel Base Can Encased in Concrete, Complete	EA	3	\$ 575.00	\$ 1,725.00	\$ 2,280.00	\$ 845.00	\$ 2,535.00	\$ 2,700.00
19	L-125	Medium Intensity LED L-861T Taxiway Light (MITL), Blue Lens, L-867 Can Mounted, L-830 Transformers, Heater Kit, Complete in Place	EA	69	\$ 1,400.00	\$ 96,600.00	\$ 97,980.00	\$ 1,570.00	\$ 108,330.00	\$ 110,400.00
20	L-125	New Size 2, Style 2, Class 2, 3 Module, LED Guidance Sign with New Concrete Foundation and L-867 Base, Complete in Place	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 20,800.00	\$ 5,745.00	\$ 22,980.00	\$ 24,000.00
21	L-125	New Size 2, Style 2, Class 2, 1 Module, LED Guidance Sign Installed on Existing Concrete Foundation, Complete in Place	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,165.00	\$ 2,400.00	\$ 2,400.00	\$ 2,500.00

Santa Fe Regional Airport
 Taxiway G Construction
 AIP 3-35-0037-052-2020; NMDOT SAF-20-03; City of Santa Fe ITB No. 21/02/B
 Bid Date: July 23, 2020 @ 2:00 p.m.

Item	Spec No.	Description	Unit	Quantity	Engineer's Estimate		Albuquerque Asphalt		TLC Plumbing & Utility		Mountain States Construction	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
22	L-123	New Concrete Foundation and L-867 Base, Install Salvaged 3 Module Guidance Sign on New Base, Complete in Place	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,450.00	\$ 2,450.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
23		Miscellaneous Vault Modifications, Complete in Place	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,400.00	\$ 5,400.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00
		Construction Staking, Complete	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 1,700.00	\$ 1,700.00	\$ 19,000.00	\$ 19,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal Bid Items for Base Bid Lot 2 (1-24)						\$ 337,430.00		\$ 308,696.00		\$ 390,375.00		\$ 395,055.00
Subtotal Bid Items for Base Bid Lot 2						\$ 337,430.00		\$ 308,696.00		\$ 390,375.00		\$ 395,055.00
Total Base Bid Lot 2						\$ 28,470.66		\$ 26,046.23		\$ 32,937.89		\$ 33,332.77
Subtotal Base Bid Lot 2 including NMGR						\$ 365,900.66		\$ 334,742.23		\$ 423,312.89		\$ 428,387.77
Total Base Bid Items for Base Bid Lots 1 & 2						\$ 2,421,706.50		\$ 2,264,994.24		\$ 2,393,162.60		\$ 3,005,785.00
Subtotal Base Bid Items for Base Bid Lots 1 & 2 including NMGR						\$ 204,331.49		\$ 191,108.89		\$ 201,923.09		\$ 253,613.11
Total Base Bid Lots 1 & 2 including NMGR						\$ 2,626,037.99		\$ 2,456,103.13		\$ 2,595,085.69		\$ 3,259,398.11

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an asterisk (*).


 Lari E. Gutierrez, P.E. 7/27/2020



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Albuquerque Asphalt, Inc.

Procurement Title: Taxiway G Reconstruction and Alignment

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Public Works/Airport Staff Name John Dickinson

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 #21/02/B
- 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:

John Dickinson Airport Operations Manager 11/16/20
Department Rep Printed Name (attesting that all information included) Title Date


Fran Dunaway (N18, 2020 17:03 MST)
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 contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2020

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.

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.

PRODUCER: HUB International Insurance Services (SOW)
INSURED: Albuquerque Asphalt, Inc.
CONTACT NAME: Tina Abernathy
PHONE: (505) 348-1832
FAX: (866) 487-3972
E-MAIL ADDRESS: tina.abernathy@hubinternational.com

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Santa Fe Regional Airport Taxiway G Construction
Description of Work: Asphalt Paving, Base Course, Subgrade prep, lime stabilization, striping electrical work
Location of Project: Santa Fe Regional Airport, Santa Fe, NM

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER: City of Santa Fe
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: [Signature]



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services (SOW)		NAMED INSURED Albuquerque Asphalt, Inc. PO Box 66450 Albuquerque, NM 87193	
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:
Certificate Holder/Owner/Engineer are duly noted as Additional Insured in regard to General Liability and Automobile Liability.


GB AIRPORT ABQ ASPHALT TAXIWAY GOLF RECONSTRUCTION


Final Audit Report


2020-11-19


Created:	2020-11-17
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtPe-peq7OfIOfQ1u35y6Xza7kvPFqLSX


"GB AIRPORT ABQ ASPHALT TAXIWAY GOLF RECONSTRUCTION" History


 Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-17 - 9:25:00 PM GMT- IP address: 63.232.20.2


 Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-11-17 - 9:28:32 PM GMT


 Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-11-18 - 11:21:05 PM GMT- IP address: 104.47.64.254

 Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-11-18 - 11:22:42 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-11-18 - 11:22:46 PM GMT

 Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-11-18 - 11:59:46 PM GMT- IP address: 104.47.64.254

 Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-11-19 - 0:03:08 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.
2020-11-19 - 0:03:08 AM GMT




City of Santa Fe New Mexico


Memorandum



Date: November 23, 2020

To: Public Works and Utilities Committee and Governing Body

Via: Regina Wheeler, Public Works Director 
RW

From: David A. Chapman, Grant Administrator - Writer 
DAC

RE: **Resolution seeking grant application submittal of grant 49 U.S.C. §5310 from FTA through New Mexico Department of Transportation (NMDOT) for \$433,883.20 (City match \$108,470.80). The application between the City of Santa Fe and NMDOT is for \$542,354.00.**

ITEM AND ISSUE:

The City administration is seeking Governing Body approval to submit an application for \$542,354.00 to the Federal Transit Administration (FTA) for §5310 funds through the New Mexico Department of Transportation Transit & Rail Division, the designated recipient of these FTA funds for the State of New Mexico. In order for the City's application to be considered, a Resolution in support of the application must be executed.

BACKGROUND AND SUMMARY:

Section 5310 provides for financial assistance for the purchase of capital equipment. The Transit Division will use this appropriation to purchase capital equipment for Transit.

ACTION REQUESTED:

Approve the Resolution and associated grant application as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report (FIR)

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Jamie Cassutt-Sanchez

A RESOLUTION

DECLARING THE INTENT OF THE CITY OF SANTA FE TO SUBMIT AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE FEDERAL FISCAL YEAR 2022 SECTION 5310 PROGRAM FUNDS FOR ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM.

WHEREAS, the City of Santa Fe, New Mexico has the legal authority to apply for, receive, and administer federal funds; and

WHEREAS, the Public Works Department would like to submit an application for Federal Fiscal Year 2022 (FFY22) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program funds for an amount up to \$360,000, as set forth by the Federal legislation, Fixing America’s Surface Transportation Act (FAST Act); and

WHEREAS, the vehicle procurement named in the Section 5310 application would be an eligible project under FAST Act; and

WHEREAS, the FAST Act requires a local match of twenty percent (20%).

1 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
2 **CITY OF SANTA FE, NEW MEXICO** that:

3 **1.** The City of Santa Fe authorizes the City Manager to submit an application for
4 FFY22 Section 5310 funds for an amount up to \$360,000 to NMDOT on behalf of the residents
5 of Santa Fe.

6 **2.** The City of Santa Fe authorizes the use of the ¼ cent Gross Receipts Tax
7 dedicated to the Transit Division by Ordinance 2016-5 for the required twenty percent local
8 match if the grant is awarded.

9 **3.** The City of Santa Fe authorizes the City Manager to enter into a Cooperative
10 Project Agreement with the NMDOT for Section 5310 projects using these funds as set forth by
11 FAST Act on behalf of the residents of City of Santa Fe if the grant is awarded. The City
12 Manager is also authorized to submit additional information as may be required and act as the
13 official representative of the City of Santa Fe for the activities related to this application.

14 **4.** The City of Santa Fe assures the NMDOT that if Section 5310 funds are
15 awarded, sufficient funding for the local match is available, a check to the awarded vendor for the
16 local match will be sent to NMDOT, and that any costs exceeding the award amount will be paid
17 for by City of Santa Fe.

18 **5.** The City of Santa Fe assures the NMDOT that if awarded Section 5310 funds,
19 sufficient funding for the operation and maintenance of the Section 5310 capital will be available
20 for the life of the project.

21 **6.** The City of Santa Fe assures the NMDOT that the City of Santa Fe is willing and
22 able to administer all activities associated with the proposed project.

23 PASSED, ADOPTED, and APPROVED this ___ day of _____, 2020.
24
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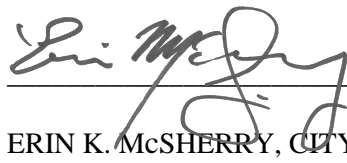
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ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Enhanced Mobility Funding

Sponsor(s): Councilor Cassutt-Sanchez

Reviewing Department(s): Public Works Department – Transit Division

Staff Completing FIR: David Chapman Date: 10/8/20 Phone: 955-6824

Reviewed by City Attorney:  Date: Nov 23, 2020

Reviewed by Finance Director:  Date: Nov 29, 2020

Summary:

The Resolution authorizes staff to submit an application for FFY22 Section 5310 funds up to an amount of \$542,354 to the New Mexico Department of Transportation (NMDOT) to purchase replacement vehicles for the Santa Fe Ride program.

Departments Affected:

Public Works

Consequences of Not Enacting Legislation:

The City will not be eligible for the funds, because a Resolution in support of the application is required in order to be considered.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

If the City receives the grant, administration of the funds will be the responsibility of City staff.

Fiscal Implications:

Section 5310 is a Federal Transit Administration program administered by NMDOT to enhance the mobility of seniors and individuals with disabilities. Funds from this program may be used to acquire capital for the provision of transportation service to the target groups. This is an application for FFY 2022 funds, which will be available on or about October 1, 2022. There is a 20 percent local match requirement in the amount of \$108,470.80, which will be funded from the ¼% GRT dedicated to the Transit Division pursuant to Ordinance 2016-5.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2023	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Benefits*							
Capital Outlay	\$542,354	\$ _____	\$ _____	_____	NR	_____	
Contractual/	\$ _____	\$ _____	\$ _____			_____	
Professional Services							
Operating	\$ _____	\$ _____	\$ _____			_____	\$ _____
Total:	\$542,354	\$ _____	\$ _____				\$542,354

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

All expenditures related to this request are for the purchase of the vehicles.

Revenue

Revenue Type	FYE 2023	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Grant	\$422,883.20	\$ _____	\$ _____	NR	_____
¼% GRT	\$108,470.80	\$ _____	\$ _____	NR	_____
Total	\$542,354	\$ _____	\$ _____		

Revenue Narrative:

The availability of the funds is expected to be in October 2022. There is usually a one-year turn-around time from the time ordered to the time the buses are received.

Signature: David A. Chapman
David A. Chapman (Nov 25, 2020 17:49 MST)

Email: dachapman@santafenm.gov

Signature: 
Regina Wheeler (Nov 24, 2020 15:00 MST)

Email: rawheeler@santafenm.gov





City of Santa Fe, New Mexico


Memorandum



DATE: October 13, 2020

TO: Governing Body
Finance Committee
Public Utilities/Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon W. Jones, Public Utilities Department Director 
Shirlene E. Sitton, Environmental Services Division Director 

FROM: Lawrence Garcia, ESD Maintenance Manager 

ITEM AND ISSUE:

Request for the approval of Amendment #1 to Professional Services Agreement Item 18-0282 which includes a name change and a compensation increase in the amount of \$110,000 for the sale of new and re-tread tires and services, through December 30, 2021 with Bill Williams Tire Center for the Environmental Services Division. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov, (505) 955-2241)

BACKGROUND AND SUMMARY:

The Environmental Services Division (ESD) is currently utilizing re-tread tires on the rear axles of the refuse and recycling collection vehicles. The cost of the retread tires is approximately two-thirds of the cost of new tires, and by utilizing re-treads we reduce the overall cost of tire replacement.

Within FY/20, ESD purchased tires from two different vendors: Purcell Tire Company, Munis vendor #1818; and Bill Williams Tire Center, Munis vendor #558212. Within FY/20, ESD purchased retread tires in the amount of \$59,439 from Purcell Tire Company; and purchased re-tread tires in the amount of \$40,304 from Bill Williams Tire Center; for a combined total actual yearly expenditure of \$99,743.

Purcell’s four-year contract, Munis contract #3200801, expires in September 2020, and the compensation amount has been met.

ESD has an active contract with Bill Williams Tire Center, Munis contract #3200173, for a four-year total amount of \$142,000, expiring on December 30, 2021 (within FY/22). Within FY/21, the Bill Williams contract has a remaining compensation amount of \$40,500, and no remaining compensation for FY/22. ESD is requesting a contractual compensation increase for FY/21 in the amount of \$60,000; and for FY/22 in the amount of \$50,000; for a total contractual compensation increase of \$110,000. This will bring the FY/21 compensation amount to \$100,500, which is very close to the amount spent on re-tread tires in FY/20; and the FY/22 amount to half of year’s expected expenditure. These changes bring the total four-year contractual compensation amount with Bill Williams Tire Center to \$252,000 specified in Amendment #1.

PROCUREMENT METHOD:

On August 28, 2017, ESD requested multiple award RFB 18/2/B, for Supplies, Parts, Towing and Services. The City of Santa Fe entered into the Professional Services Agreement, Item number 18-0287, Munis contract #3200173, for the sale of new and re-tread tires, including services. The contract was approved on February 28, 2018.

CONTRACT NUMBER:

The FY21/22 Munis contract number is 3200173.

FUNDING SOURCE:

Funding is available in the FY/21 budget for the requested change.

The funding source is the ESD Operating Budget/Fund 510

- Commercial Collections / 5100332
- Recycling Collections/5100334
- Residential Collections/5100335

Object 530900 (Tires)

ACTION REQUESTED:

Public Utilities Department/Environmental Services Division respectfully requests your review and approval.

Attachments: Professional Service Agreement Item 18-0287
Amendment #1 (Approved as to form)
Name change notification dated 4/28/2020
City of Santa Fe Business Registration
Current Certificate of insurance
Executed procurement checklist
Summary of Contract

**CITY OF SANTA FE
AMENDMENT No.1 TO
PROFESSIONAL SERVICE AGREEMENT
ITEM #18-0287**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICE AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Broadway Motors dba Bill Williams Tire Center (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. On April, 28, 2020 Bill Williams Tire Center provided notification of a change of ownership based on an Acquisition, the new owner will be Broadway Motors, dba Bill Williams Tire Center.

B. Under the terms of the Agreement, Contractor has agreed to provide the supplies, tires or service on heavy equipment, heavy trucks, light automotive and light trucks, all pricing is marked as Exhibit "A-1" and incorporated herein.

1. NAME CHANGE

The Contractor, Bill Williams Tire Center, is now known as Broadway Motors dba Bill Williams Tire Center.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred ten thousand dollars (\$110,000) so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay the Contractor in full payment for services rendered, a total amount of two hundred fifty two thousand dollars (\$252,000) plus applicable gross receipts taxes for the sale of new and retread tires as described in Exhibit "A-1" attached hereto and incorporated herein. It is understood that no guarantee or warranty is made or implied by the City, his/her designee or the user that any order for any definite quantity will be issued under this Professional Service Agreement. The Contractor is required to accept the order and furnish the items in accordance with Exhibit "A-1" attached and incorporated herein.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
Broadway Motors dba Bill Williams Tire
Center



BRIAN B. LATIMORE, MANAGER

DATE: 9/19/2024
CRS #02-058683-00-3

Registration # 227022

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 17, 2020 16:44 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Commercial Collections 5100332

Recycling Collections 5100334

Residential Collections 5100335

Object 530900 (Tires)

AL
AL

Exhibit A-1

Consist of Three Pages

And 62 Supplemental Pages Including:

1. New Tires and Retread Tires
2. Continental Tire the Americas LLC.
State of new Mexico Contract Number
90_000_19_00049AC
3. Bridgestone and Firestone:
State of New Mexico per Contract
90_000_19_00049AB

NEW TIRES

STEERS

11R22.5	General RA	\$	295.00
11R22.5	Route Control S	\$	345.00
315/80R22.5	Roadmaster RM230	\$	485.00
315/80R22.5	BFG ST230	\$	468.00
315/80R22.5	Michelin XZUS2	\$	656.00

RETREAD TIRES

11R22.5	Waste Hauler Lug	\$	165.00
11R24.5	Waste Hauler Lug	\$	185.00
315/80R22.5	Waste Hauler Lug	\$	215.00
315/80R22.5	Waste Hauler Rib	\$	205.00

11R22.5	Casing	\$	75.00
11R24.5	Casing	\$	75.00
315/80R22.5	Casing	\$	85.00

Section Repair	Section	\$	35.00
Bead Repair	No Charge	N/C	
Nail Repair	No Charge	N/C	



GSD/PD (Rev. 3/17/14)

**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor
0000063330
Continental Tire The Americas LLC
1830 MacMilan Park Drive
Fort Mill, SC 29707

Telephone No. (704) 587-6589

Price Agreement Number: 90-000-19-00049AC

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

Invoice:
As Requested

Title: Tires, Tubes and Services

Term: August 16, 2019 through March 31, 2024

This Price Agreement is made subject to the "terms and conditions" shown on the attached Participating Addendum

Also add Approved Dealer and attached Dealer Agreement to the Statewide Price Agreement:
000116027
Broadway Motors DBA Bill Williams Tire
4300 Rankin Lane NE
Albuquerque, NM 87106
(505) 345-7242



Bridgestone Americas Tire Operations, LLC
200 4th Ave S
Nashville, TN 37201

March 31, 2020

RE: State of New Mexico

This memo serves as your approval to sell Bridgestone and Firestone tires per the following to agencies within **State of New Mexico** as per **contract NASPO_MA_19102_90_000_19_00049AB** effective **4/1/2020 – 3/31/2021**. This approval applies only to the Bridgestone and Firestone products that you are authorized to purchase. Products are subject to availability and may be introduced or discontinued at any time without prior notice.

REQUIREMENTS

State of New Mexico requires that all dealers complete the following forms in order to sell:

- Dealer Agreement Required
 - These can be found on www.batogovtires.com under contract documents.
- Purchase Order
 - Purchase Orders sent from State Agency to Dealer

BILLING

Billing to be completed by Dealer at the time of delivery on Dealer books, processed using **price book 7026**.

- Credit and commission will be issued after submission (DR, TST, BFEntirenet)
- Must be submitted within 30 days
- Any questions or claims should be submitted to billingservices@bfusa.com

PRICING

- Contract pricing is available at www.batogovtires.com
- Tires and tire related services have been negotiated on the contract
- Any services listed as "LPA" and any service not listed will be billed as applies.
- Bridgestone and Firestone brand tires must be purchased to complete billing
- Only Bridgestone and Firestone tires apply to this program-no minor brand

Gregg Trooper
Manager - Government, Military Sales & Operations
Consumer Tire Division
Bridgestone Americas, Inc.



4/28/2020

To who it may concern:

Bill Williams Tire Center is a DBA of Broadway Motor Company. Our legal business is as follows:

Broadway Motors
DBA Bill Williams Tire
4300 Rankin Lane NE
Albuquerque, NM 87107
(505) 345-7242
www.billwilliamstire.com

If you have any questions or need clarification please contact our offices.

Thanks for the opportunity.

Brian Latimore
Bill Williams Tire Center
Regional Manager
(505) 975-9751






2020 09 17 Amendment#1 Broadway dba Bill Williams

Final Audit Report

2020-09-17

Created:	2020-09-17
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAvd1caq8q8wCFy3b5h0cXXWW6HYM0gC6

"2020 09 17 Amendment#1 Broadway dba Bill Williams" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-09-17 - 10:39:53 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-09-17 - 10:40:15 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-09-17 - 10:44:10 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-09-17 - 10:44:23 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.
2020-09-17 - 10:44:23 PM GMT



City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: BILL WILLIAMS TIRE CENTER

DBA: BILL WILLIAMS TIRE CENTER

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: BRIAN LATIMORE

License Number: 227022

Issued Date: March 27, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

BILL WILLIAMS TIRE CENTER
PO BOX 1772
MIDLAND, TX 79702

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2020

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 Capstone Strategies LLC 1002 W. Wall Street Midland TX 79701		CONTACT NAME: Susan Sandel PHONE (A/C No. Ext): (432) 620-8883 E-MAIL ADDRESS: ssandel@capstonelp.com FAX (A/C, No): (888) 765-1312	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Federated Mutual Insurance Company	NAIC # 13935
		INSURER B: Texas Mutual Insurance Company	22945
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 20-21 Master Cert **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			9272554	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			9272554	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			9272556	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001139639	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garage Keepers			9272554	03/01/2020	03/01/2021	Limit \$900,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket waiver of subrogation on General Liability, Auto Liability, and Work Comp policies as required by written contract with respect to work performed by the named insured (s). Blanket additional insured on General Liability and Auto Liability policies as required by written contract with respect to work performed by the named insured (s).

CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Ave Santa Fe NM 87501	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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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 Broadway Motor Company dba Bill Williams Tire Center

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$142,000.00

Termination Date: December 30, 2021

Approved by Council Date: February 28, 2018

or by City Manager Date: _____

Contract is for: Retread Tires, Including supplies, tires or Services repair or replace

Amendment # 1 to the Original Contract# 18-0287

Increase/(Decrease) Amount \$ \$110.00

Extend Termination Date to: December 30, 2021

Approved by Council TBD

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 \$ 142,000.00 of original Contract# 18-0287 Termination Date: 12/30/2021
Reason: _____

Amount \$ 110,000.00 amendment # 1 Termination Date: 12/30/2021
Reason: _____

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

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

Total of Original Contract plus all amendments: \$ \$252,000.00



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 RFB 18/2/B Date: 8/29/2017

6 Procurement History: Third year of a four year contract

example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Sep 23, 2020 11:45 MDT)

Purchasing Officer Review

Comments or Exceptions: 3 year of a 4 year contract issued from an RFP

7 Funding Source: 5100332, 5100334, and 5100335 **BU/Line Item:** 530900 Tires

Alexis Lotero
Alexis Lotero (Sep 23, 2020 09:17 MDT)

Budget Officer Approval

Comments or Exceptions: Per Lawrence Garcia: The increase was for 60k in F/Y21 and 50k in F/Y22.

8 Any out-of-the ordinary or unusual issues or concerns:

None
 (Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Lawrence Garcia, ESD Maintenance Manager

Phone # 505-955-2241

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 # 18-0287

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 RFB PROCUREMENT CHECKLIST

Contractor Name: Bill Williams Tire Center

Procurement Title: Supplies, Parts or Services

Solicitation RFB#: 18-2-B

Department Requesting/Staff Member Lawrence Garcia, ESD Maintenance Manager

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Lawrence Garcia, ESD Maintenance Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

Fran Dunaway (Sep 2, 2020 11:45 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

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

*

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

AWARD*

YES N/A

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

DISCLOSURES*

YES N/A

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

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |

*

Other: _____

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

PROTEST (If applicable)*

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

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

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

Lawrence Garcia, ESD Maintenance Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following:

- A. Provide supplies, tires or services to repair or replace tires on heavy equipment, heavy trucks, light automotive and light trucks as requested. All pricing is marked as Exhibit "A" and incorporated as part of this agreement.
- B. Contractor shall provide services on brands/types of equipment and trucks they service including supplies, tires or services described in Exhibit "A" attached hereto and incorporated herein.
- C. Tires and supplies must be new and conform to the original manufacturer's specifications, unless otherwise approved by the user. Any tires removed are the property of the City and shall be returned after each service or upon user request.
- D. All invoices shall have the following referenced within the invoice including but not limited to; unit number, Make/Model, vehicle millage and hours. Labor hours, total cost of labor, tires/supplies with description and cost. All service cost must be included within the pricing and marked as Exhibit "A" and incorporated as part of this agreement.
- E. All tires and supplies shall have a Manufacturer's standard warranty

or Manufacturer's standard warranty on services, including travel cost associated therewith on a service call backs.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum of one hundred forty two thousand dollars (\$142,000) plus applicable gross receipts taxes as described in Exhibit "A" attached hereto and incorporated herein. It is understood that no guarantee or warranty is made or implied by the City, his/her designee or the user that any order for any definite quantity will be issued under this Professional Service Agreement. The Contractor is required to accept the order and furnish the items in accordance with Exhibit "A" attached and incorporated herein

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

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

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 30, 2021 unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice to either the Contractor or the City.

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

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

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

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

22. NOTICES

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

City of Santa Fe:
Lawrence Garcia
Environmental Services Division
1142 Siler Road
Santa Fe, NM 87507

Contractor:
Bill Williams Tire Center
Brian B. Latimore
4300 Rankin Ln. NE
Albuquerque, NM 87107

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

CITY OF SANTA FE:

CONTRACTOR:



JAVIER M. GONZALES, MAYOR

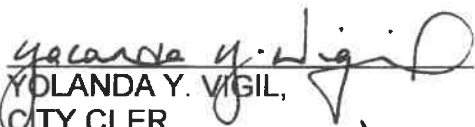
see attached

BRIAN B. LATIMORE MANAGER

DATE: 2/28/18

DATE: _____
CRS# 02-058683-00-3
City of Santa Fe Business
Registration # 17-00132772

ATTEST:



YOLANDA Y. VIGIL,
CITY CLERK
CC mtg 2/28/18

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

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

CITY OF SANTA FE:

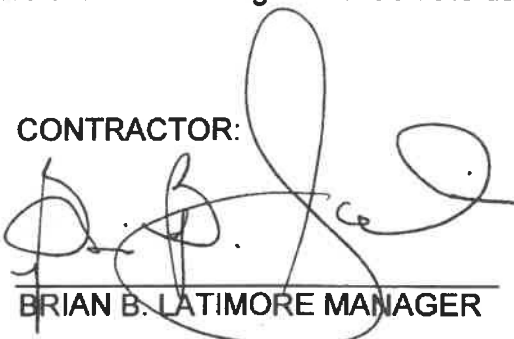
ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL,
CITY CLERK

CONTRACTOR:



BRIAN B. LATIMORE, MANAGER

DATE: 3/20/18
CRS# 02-058683-00-3
City of Santa Fe Business
Registration # 17-00132772

APPROVED AS TO FORM:

ADD 11/21
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

AKJ 11/18
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Units 52251, 52254, 52255, 52262, 52265, 52455 and 12117
Line Items 530900 and 520400

Signature: Lawrence Garcia
Lawrence Garcia (Sep 21, 2020 15:31 MDT)
Email: imgarcia@santafenm.gov

Signature: Shirlene Sitton
Shirlene Sitton (Sep 21, 2020 15:54 MDT)
Email: sesitton@santafenm.gov

Signature: Shannon Jones
Shannon Jones (Sep 21, 2020 15:59 MDT)
Email: swjones@santafenm.gov












Bill Williams Tire Center_

Final Audit Report

2020-09-21

Created:	2020-09-21
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMjLAGHLTUJu6WI6Xa76A0QBEXBlguj3s

"Bill Williams Tire Center_" History



-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-09-21 - 8:37:06 PM GMT- IP address: 63.232.20.2
-  Document emailed to Lawrence Garcia (lmgarcia@santafenm.gov) for signature
2020-09-21 - 8:37:50 PM GMT
-  Email viewed by Lawrence Garcia (lmgarcia@santafenm.gov)
2020-09-21 - 9:28:48 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Lawrence Garcia (lmgarcia@santafenm.gov)
Signature Date: 2020-09-21 - 9:31:12 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shirlene Sitton (sesitton@santafenm.gov) for signature
2020-09-21 - 9:31:14 PM GMT
-  Email viewed by Shirlene Sitton (sesitton@santafenm.gov)
2020-09-21 - 9:53:41 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Shirlene Sitton (sesitton@santafenm.gov)
Signature Date: 2020-09-21 - 9:54:12 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-09-21 - 9:54:14 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-09-21 - 9:58:53 PM GMT- IP address: 174.28.177.26
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-09-21 - 9:59:35 PM GMT - Time Source: server- IP address: 174.28.177.26
-  Agreement completed.
2020-09-21 - 9:59:35 PM GMT


City of Santa Fe, New Mexico

memo

Date: November 23, 2020

To: Public Works/ Public Utilities Committee
Finance Committee
City Council

Via: Jarel Lapan Hill, City Manager 
Shannon Jones, Public Utilities Department Director 

From: Alexandra Ladd, Director, Office of Affordable Housing 

Re: Invoice and BAR for NM Interfaith Housing Corp Water Infrastructure

ACTION REQUESTED

Please approve the attached BAR's moving funds from the Cash Balance Enterprise funds: Water fund 505 in the amount of \$100,000 and WWMD 500 in the amount of \$100,000 to the Affordable Housing Trust Fund; 2402750.501500 so that the attached invoice for water infrastructure at the Siler Yard apartment community can be reimbursed at total of \$200,000

BACKGROUND

In June of 2020, ground was broken on the Arts+Creativity Center: Siler Yard which will offer 60 affordable live/work rental housing to households who earn no more than 60% of the area median income, as well as commercial and retail space for creative businesses. Several City resolutions were approved by the Governing Body expressing support for this project including the provision of water infrastructure and housing funds, as per Resolution 2018-09.

ITEM AND ISSUE

The attached Budget Adjustment request moves funds from Public Utilities to the Office of Affordable Housing so that costs associated with water infrastructure can be partially reimbursed. The attached invoice and supporting documentation describes the costs in detail. These costs are consistent with what the Public Utilities Department determined had a direct public benefit in terms of improving the system for the entire City property.

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/ Water					11/23/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Affordable Housing Trust Fund/ Subsidy Payment	2402750	510500		100,000		
WWMD Operating Transfer to Housing Trust Fund	5050381	750240		100,000		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
Transfer in from Water	2402750	650505		(100,000)		
JUSTIFICATION: <i>(use additional page if needed)</i>				\$	100,000	\$
--Attach supporting documentation/memo						-

Budget Increase from Cash Balance in Water Enterprise Fund for to fund

Waste Water Infrastructure Improvements at Siler Yards project to Affordable Housing Trust Fund 204

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Maya Martinez Prepared By {print name}	11/23/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<i>Andy Hopkins</i> Budget Officer
Division Director Signature {optional}	Date	CITY COUNCIL APPROVAL City Council Approval Date	Finance Director {≤ \$5,000}
Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000}

Shannon Jones (Dec 1, 2020 17:51 MST)

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/Waste Water					11/23/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Affordable Housing Trust Fund/ Subsidy Payment	2402750	510500		100,000		
WWMD Operating Transfer to Housing Trust Fund	5000361	750240		100,000		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
Transfer in from WWMD	2402750	650500		(100,000)		
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 100,000	\$ -	

Budget Increase from Cash Balance in WWMD Enterprise Fund for to fund
 Waste Water Infrastructure Improvements at Siler Yards project to Affordable Housing Trust
 Fund 204.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Maya Martinez Prepared By {print name}	11/23/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<i>Andy Hopkins</i> Budget Officer
Michael Dozier (Nov 30, 2020 18:04 MST)		CITY COUNCIL APPROVAL	
Division Director Signature {optional}	Date	City Council Approval Date	Finance Director {≤ \$5,000}
Shannon Jones (Dec 1, 2020 17:51 MST)		Agenda Item #:	City Manager {≤ \$60,000}
Department Director Signature	Date		Date

Signature: Alexandra Ladd
Alexandra Ladd (Nov 30, 2020 18:01 MST)
Email: agladd@santafenm.gov

Signature: Jarel LaPan Hill
Jarel LaPan Hill (Dec 2, 2020 09:09 MST)
Email: jlapanhill@santafenm.gov












Siler Yards BAR


Final Audit Report

2020-12-02

Created:	2020-11-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAijHyl2Lk4HsOkrI9sQPowIN2BITvtn3K

"Siler Yards BAR" History


-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-11-24 - 6:46:53 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2020-11-24 - 6:50:32 PM GMT
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2020-11-30 - 3:57:13 PM GMT- IP address: 104.47.65.254
-  Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2020-12-01 - 1:00:48 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
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-  Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2020-12-01 - 1:01:23 AM GMT
-  Email viewed by Michael Dozier (mldozier@santafenm.gov)
2020-12-01 - 1:02:47 AM GMT- IP address: 97.123.105.154
-  Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2020-12-01 - 1:04:55 AM GMT - Time Source: server- IP address: 97.123.105.154
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-12-01 - 1:04:57 AM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-12-02 - 0:04:49 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
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2020-12-02 - 0:05:20 AM GMT

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2020-12-02 - 0:51:13 AM GMT- IP address: 174.237.134.245

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Signature Date: 2020-12-02 - 0:51:32 AM GMT - Time Source: server- IP address: 174.237.134.245

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2020-12-02 - 0:51:34 AM GMT

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2020-12-02 - 4:00:10 PM GMT- IP address: 104.47.64.254

 Document e-signed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)

Signature Date: 2020-12-02 - 4:02:14 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-12-02 - 4:02:16 PM GMT

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2020-12-02 - 4:06:52 PM GMT- IP address: 104.47.65.254

 Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

Signature Date: 2020-12-02 - 4:09:52 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-12-02 - 4:09:52 PM GMT

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2020-__**

3 **INTRODUCED BY:**

4
5 Councilor Jamie Cassutt-Sanchez

6 Councilor Chris Rivera

7 Councilor Renee Villarreal

8 Councilor Signe I. Lindell

9
10 **A RESOLUTION**

11 **DIRECTING THE CITY MANAGER TO PROVIDE WRITTEN UPDATES AND**
12 **PRESENTATIONS AT EVERY REGULAR GOVERNING BODY MEETING WITH**
13 **INFORMATION REGARDING THE COVID-19 RESPONSE FROM THE POLICE**
14 **DEPARTMENT, FIRE DEPARTMENT, HUMAN RESOURCES, AND EMERGENCY**
15 **MANAGEMENT AND SAFETY.**

16
17 **WHEREAS**, Santa Fe, and the State of New Mexico, is experiencing a large surge in
18 COVID-19 cases and is disrupting the daily lives of all Santa Feans, has left thousands jobless, and
19 has put many people at risk of eviction; and

20 **WHEREAS**, up until the recent nationwide surge, Santa Fe was successful in keeping
21 daily case numbers low and was hailed as a model in New Mexico; and

22 **WHEREAS**, the Governing Body and administration prioritized and instituted safe
23 practices early on when the threat of the pandemic became clear; and

24 **WHEREAS**, the economic fallout as a result of the pandemic is exacerbating existing
25 income inequalities, with lower-income workers taking the brunt of layoffs; and

1 **WHEREAS**, many local and small businesses are struggling financially and are at risk of
2 permanent closure; and

3 **WHEREAS**, the City’s tax revenue, which is used to provide essential services to all
4 residents, is also severely impacted as a result of declining economic activity; and

5 **WHEREAS**, on June 10, 2020 the Governing Body adopted Ordinance No. 2020-13 that
6 required the use of a face covering by everyone within the boundaries of the City of Santa Fe with
7 certain exceptions in an effort to stem the tide of infections; and

8 **WHEREAS**, the state also issued a mask mandate that requires all individuals to wear a
9 mask in public settings except when eating or drinking; and

10 **WHEREAS**, Governor Michelle Lujan-Grisham released a county-by-county tiered risk
11 system in a revised public health order issued December 2, 2020 that enables local communities to
12 reopen more of their economy as the risk of COVID-19 decreases; and

13 **WHEREAS**, the framework includes three tiers representing varying levels of risk; and

14 **WHEREAS**, Red signifies very high risk, Yellow signifies high risk, and Green signifies
15 medium risk; and

16 **WHEREAS**, regardless of the tier level, certain restrictions will remain in place, including
17 the requirement to wear a face mask in public and adherence to the state’s COVID-Safe Practices;
18 and

19 **WHEREAS**, Governor Lujan-Grisham has directed local governments to enforce state
20 public health orders in addition to any local restrictions adopted by the local government; and

21 **WHEREAS**, the Police Department has recorded 202 calls requesting enforcement of City
22 and State requirements that resulted in 13 citations; and

23 **WHEREAS**, the Police Department has labeled calls for COVID-19 enforcement as a
24 Priority 3 call — a call in which there are no immediate threats to life or property — resulting in
25 many situations involving COVID-19 enforcement being no longer active by the time an officer

1 responds to the call; and

2 **WHEREAS**, the Fire Department has a dedicated ambulance that transports all COVID-
3 19 patients, including those who arrive from other areas of New Mexico or from out of state, to a
4 local hospital to be treated; and

5 **WHEREAS**, the Fire Department has seen an uptick in cardiac-related medical calls that
6 may be a result of residents believing the hospital is an unsafe location due to the treatment of
7 COVID-19 patients and thus ignoring potentially life-threatening health issues; and

8 **WHEREAS**, the number of positive cases within City departments continues to rise and
9 threatens the continuity of essential services and facilities; and

10 **WHEREAS**, City employees may be eligible for emergency paid sick leave in accordance
11 with the Families First Coronavirus Response Act if they contract COVID-19 or are known to have
12 been exposed to COVID-19; and

13 **WHEREAS**, the City provides personal protective equipment (“PPE”) to all staff who
14 have close contact with members of the public or other City employees.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
16 **CITY OF SANTA FE** that the City Manager is directed to enforce all City and State COVID-19
17 restrictions, whichever is more restrictive.

18 **BE IT FURTHER RESOLVED** that the City Manager is directed to raise the priority
19 level of calls related to COVID-19 enforcement to Level 2.

20 **BE IT FURTHER RESOLVED** that the City Manager is directed to explore funding
21 sources that can be used to purchase COVID-19 tests that would be used for employees, including
22 remaining and future Federal CARES Act funding the City received and could receive from the
23 State, prioritizing those that have regular and direct contact with the public; and to explore the
24 possibility of a contract with CHRISTUS St. Vincent’s hospital to provide rapid turnaround for
25 results of those tests.

1 **BE IT FURTHER RESOLVED** that the City Manager is directed to coordinate with local
2 hospitals to develop and disseminate communications to the public regarding the safety of hospitals
3 and urging residents to seek immediate medical attention for any urgent or emergency medical
4 needs including any respiratory symptoms, heart-related ailments, and cancer screenings.

5 **BE IT FURTHER RESOLVED** that the City Manager is directed to provide updates to
6 the Governing Body at every regularly scheduled Governing Body meeting as follows:

7 1. A written report with information compiled from the following departments:

8 a. Police Department

- 9 i. Number of calls related to COVID-19 enforcement, by police beat
10 area;
- 11 ii. Average response time to the calls; and
- 12 iii. Outcome of the response; and
- 13 iv. Citations issued for violations of City or State COVID-related
14 restrictions, by police beat area.

15 b. Fire Department

- 16 i. Number of calls related to COVID-19;
- 17 ii. Number of transfers from the Santa Fe Regional Airport to area
18 hospitals; and
- 19 iii. From which County or State the transfer originates.

20 c. Human Resources

- 21 i. Number of new positive cases among City employees since the
22 previous report, categorized by City department
- 23 ii. Number of cumulative positive cases among City employees
24 categorized by City department since March;
- 25 iii. Whether or not the City employees that test positive have been in City

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facilities, and if so, when they were in said facilities;

iv. City buildings that were closed as a result of any positive cases; and

v. Report on City-wide use of emergency sick leave related to COVID-19.

d. Emergency Management and Safety

i. Availability of PPE for City employees.

2. A brief presentation provided by the Chief of Police and the Fire Chief based on the written report provided to the Governing Body.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Jamie Cassutt-Sanchez

Councilor Chris Rivera

Councilor Renee Villarreal

Councilor Signe I. Lindell

Councilor Michael J. Garcia

A RESOLUTION

DIRECTING THE CITY MANAGER TO PROVIDE WRITTEN UPDATES AND PRESENTATIONS AT EVERY REGULAR GOVERNING BODY MEETING WITH INFORMATION REGARDING THE COVID-19 RESPONSE FROM THE POLICE DEPARTMENT, FIRE DEPARTMENT, HUMAN RESOURCES DEPARTMENT, AND OFFICE OF EMERGENCY MANAGEMENT AND SAFETY.

WHEREAS, Santa Fe and the State of New Mexico are experiencing a large surge in COVID-19 cases that is disrupting the daily lives of all Santa Feans, has left thousands jobless, and has put many people at risk of eviction; and

WHEREAS, up until the recent, nation-wide surge, Santa Fe was successful in keeping daily case numbers low and was hailed as a model in New Mexico; and

WHEREAS, the Governing Body and City administration prioritized and instituted safe practices early on when the threat of the pandemic became clear; and

WHEREAS, the economic fallout as a result of the pandemic is exacerbating existing income inequalities, with lower-income workers experiencing the brunt of layoffs; and

1 **WHEREAS**, many local and small businesses are struggling financially and are at risk of
2 permanent closure; and

3 **WHEREAS**, the City’s tax revenue, which is used to provide essential services to all
4 residents, is also severely impacted as a result of declining economic activity; and

5 **WHEREAS**, on June 10, 2020, the Governing Body adopted Ordinance No. 2020-13 that
6 required the use of a face covering by everyone within the boundaries of the City of Santa Fe, with
7 certain exceptions, in an effort to stem the tide of infections; and

8 **WHEREAS**, the State also issued a mask mandate that requires all individuals to wear a
9 facial covering in public settings, except when eating or drinking; and

10 **WHEREAS**, Governor Michelle Lujan-Grisham released a county-by-county tiered risk
11 system in a revised public health order issued December 2, 2020, that enables local communities
12 to reopen more of their economies as their respective risk of COVID-19 decreases; and

13 **WHEREAS**, the framework includes three tiers representing varying levels of risk; and

14 **WHEREAS**, Red signifies very high risk, Yellow signifies high risk, and Green signifies
15 medium risk; and

16 **WHEREAS**, regardless of the tier level, certain restrictions will remain in place, including
17 the requirement to wear a face mask in public and adherence to the State’s COVID-Safe Practices;
18 and

19 **WHEREAS**, the Police Department has recorded 202 calls requesting enforcement of City
20 and State requirements that resulted in 13 citations; and

21 **WHEREAS**, the Police Department has labeled calls for COVID-19 enforcement as a
22 Priority 3 call — a call in which there are no immediate threats to life or property — resulting in
23 many situations involving COVID-19 enforcement being no longer active by the time an officer
24 responds to the call; and

25 **WHEREAS**, the Fire Department has a dedicated ambulance that transports all known

1 COVID-19 patients, including those who arrive from other areas of New Mexico or from out-of-
2 state, to a local hospital to be treated; and

3 **WHEREAS**, the Fire Department has seen an uptick in cardiac-related medical calls that
4 may be a result of residents believing the hospital is an unsafe location due to the treatment of
5 COVID-19 patients and delaying medical treatment to avoid possible exposure, thus exacerbating
6 potentially life-threatening health issues; and

7 **WHEREAS**, the number of positive cases within City departments continues to rise and
8 threatens the continuity of essential services and facilities; and

9 **WHEREAS**, City employees may be eligible for emergency paid sick leave in accordance
10 with the Families First Coronavirus Response Act if they contract COVID-19 or are known to have
11 been exposed to COVID-19; and

12 **WHEREAS**, the City provides personal protective equipment (“PPE”) to all staff who
13 have close contact with members of the public or other City employees.

14 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
15 **CITY OF SANTA FE** that the City Manager is directed to work with City employees to enforce
16 all City and State COVID-19 restrictions, whichever is more restrictive in a given situation.

17 **BE IT FURTHER RESOLVED** that the City Manager is directed to raise the priority
18 level of calls related to COVID-19 enforcement to Level 2, defined as a moderate priority call that
19 has the possibility of escalation and could create a threat to life or property.

20 **BE IT FURTHER RESOLVED** that the City Manager is directed to explore funding
21 sources that can be used to purchase COVID-19 tests that would be used for employees, including
22 remaining and future federal CARES Act funding the City received and could receive from the
23 State, prioritizing those employees who have regular and direct contact with the public; and to
24 explore the possibility of a contract with CHRISTUS St. Vincent Hospital to provide rapid
25 turnaround for results of those tests.

1 **BE IT FURTHER RESOLVED** that the City Manager is directed to coordinate with local
2 hospitals to develop and disseminate communications to the public regarding the safety of hospitals
3 and urging residents to seek immediate medical attention for any urgent or emergency medical
4 needs including any respiratory symptoms, heart-related ailments, and cancer screenings.

5 **BE IT FURTHER RESOLVED** that the City Manager is directed to provide updates to
6 the Governing Body at every regularly scheduled Governing Body meeting as follows:

7 1. A written report with information compiled from the following departments:

8 a. Police Department

- 9 i. Number of calls related to COVID-19 enforcement, by police beat
10 area;
- 11 ii. Average response time to the calls;
- 12 iii. Outcome of the response; and
- 13 iv. Citations issued for violations of City or State COVID-related
14 restrictions, by police beat area.

15 b. Fire Department

- 16 i. Number of calls related to COVID-19;
- 17 ii. Number of transfers from the Santa Fe Regional Airport to area
18 hospitals; and
- 19 iii. The County or State of origin for each of the transfers.

20 c. Human Resources

- 21 i. Number of new positive cases among City employees since the
22 previous report, categorized by City department;
- 23 ii. Number of cumulative positive cases among City employees since
24 March, categorized by City department;
- 25 iii. Whether or not the City employees that test positive have been in City

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facilities since during their period of infection, and if so, when they were in said facilities;

iv. City buildings that were closed as a result of any positive cases; and

v. Report on City-wide use of emergency sick leave related to COVID-19.

d. Emergency Management and Safety

i. Availability of PPE for City employees.

2. A brief presentation regarding the information provided by the Chief of Police and the Fire Chief, based on the written report provided to the Governing Body. The Chiefs may give the presentation.


PASSED, APPROVED, and ADOPTED this _____ day of _____, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/COVID-19 Reporting

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): COVID-19 Reporting

Sponsor(s): Councilors Cassutt-Sanchez, Rivera, Villarreal, Lindell, and Garcia

Reviewing Department(s): City Manager

Staff Completing FIR: Jarel LaPan Hill Date: 12/10/20 Phone: 955-6534

Reviewed by City Attorney:  Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:

The Resolution directs the City Manager to take several actions including raising the priority level of COVID-19 enforcement, explore funding sources for tests for employees, and provide written updates and presentations at every regular Governing Body meeting.

Departments Affected:

Police, Fire, Human Resources, Emergency Management and Safety, and City Manager

Consequences of Not Enacting Legislation:

There is no consequence of not enacting this legislation. The work will continue as is and reports can be prepared and shared at a Councilors request. For example, the HR information being requested is currently being provided on a weekly basis from the City Manager to the Governing Body.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

There is no conflict, duplication, companionship or relationship to other legislation.

Performance and Administrative Implications:

This legislation will require staff time from PD, Fire and HR to produce and compile the bi weekly reports. The City Manager will review and turn into Governing Body report to be presented at Council. Raising the priority level of COVID-19 enforcement calls will directly impact the other agencies for which RECC dispatches calls.

Fiscal Implications:

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	\$3,450.12	\$ _____	\$ _____	N	NR	_____	
Benefits*	_____						
Capital Outlay	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Contractual/	\$ _____	\$ _____	\$ _____		_____	_____	
Professional Services							
Operating	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
Total:	\$3,450.12	\$ _____	\$ _____				\$3,450.12

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The personnel costs are estimated based on one hour of staff time for the City Manager, Police Chief, Fire Chief, HR Director, and Emergency Management Director per presentation for a total of 12 hours per person for the remainder of FYE21.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		


Revenue Narrative:

City of Santa Fe New Mexico

MEMO

DATE: November 16, 2020

TO: Public Works and Utilities Committee/Finance/City Council

VIA: 
Regina Wheeler, Public Works Department Director
Mark Baca, C.M., Airport Manager *MB*

FROM: John Dickinson, C.M., Airport Operations Manager *JD*

ISSUE: Request Approval of Contract Amendment #4 with Molzen Corbin & Associates

ACTION:

Request for Approval of Contract Amendment #4 with Molzen Corbin & Associates, to increase the not to exceed amount by \$206,694.69 to a total of \$3,830,050.63, and Task Orders #15-#18 for Airport Engineering, Design and Construction Services. (John Dickinson, Airport Operations Manager, jdickinson@santafenm.gov, 955-2909)

SUMMARY:

The City of Santa Fe and the Santa Fe Regional Airport procured and entered into a Professional Service Agreement with Molzen Corbin and Associates in September 2018 to provide Architect/Engineering, project management and construction oversight services for Airport projects. The contract term is four years, expiring September 2022, and compensation to Molzen Corbin was at Not-to-Exceed (NTE) \$250,000 annually. This amount was derived from historical funding received and task orders issued for design and construction services at the Santa Fe Regional Airport.

Amendment #1 was approved on 06/13/2019 to increase the NTE by \$947,455.33 for Task Orders 1-8 which included the Taxiway D Design, Terminal Building Parking Lot Conceptual Design, Electrical Vault Design, Passenger Facility Charges (PFC), Taxiway D II Observation and Testing, and Taxiway D Bidding and Construction Services. Amendment #2 increased the NTE by \$111,628.52 for Task Orders 9-10 and was approved on 10/30/2019. Task Orders 9-10 included the Runway 02 Runway Safety Area (RSA) Design, Observation and Testing. Finally, Amendment #3 increased the NTE by \$1,564,271.59 and was approved on 04/10/2020 for Task Orders 11-14 which included Taxiway G Design, Terminal Building Expansion Design, Taxiway G Observation and Testing, and RSA 02 Grading Design.

Amendment #4 will increase the NTE by \$206,694.69 for Task Orders 15-18. Task Order 15 is for the Airport Layout Plan (ALP), which depicts existing and future facilities; this layout plan is required for future federal funding. Task Order 16 is for the Runway Safety Area (RSA) of 02, which needs to have Observation and Testing done to complete the grading of the RSA 02. Task Order 17 is for the rehabilitation of Taxiway Alpha and Charlie for pavement maintenance. Task Order 18 is for the Leadership in Energy and Environmental Design (LEED) of the terminal, which we are currently silver, but attempting to achieve LEED Gold. LEED certification is required for the terminal by a state executive order for construction projects over 20,000 square feet.

Design and oversight fees are paid with the grant funds awarded by the funding agencies for each project. Increasing the not to exceed amount does not obligate the City to expend the full amount. All payments are subject to funding as further described in **Paragraph 2 Compensation Sec. A, B and C** of the attached PSA with Molzen Corbin.

Execution of these task orders outlined in the attached Exhibit IV (B) and attached hereto is contingent on the FAA, and New Mexico Department of Transportation Aviation Division (NMDOTAD) funding the projects. The Task Orders will be implemented by written notice-to-proceed from the Airport Manager.

CONTRACT NUMBER:

The Munis contract number is 3200913.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Airport Fund/545

Munis Org Name/Number: Airport Projects/5450407

Munis Object Name/Number: WIP Design/572960

ATTACHMENTS:

Contract Amendment #4

Summary of Contract

Procurement Check list

Certificate of Insurance

Molzen Corbin and Associates executed #18-0970

Contract Amendment #1

Contract Amendment #2

Contract Amendment #3

ITEM# _____

**CITY OF SANTA FE
AMENDMENT No. 4 TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 5, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Molzen Corbin & Associates (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Santa Fe Regional Airport Architect/Engineer services including the basic A/E, and project management required for airport development projects for the next four (4) years.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by \$206,694.69 as described in Exhibit IV(A), so that Article 2 Compensation, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV and IV(A). The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed this \$3,830,050.63. 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 City 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.

2. **AGREEMENT IN FULL FORCE.**

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

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

CITY OF SANTA FE:

CONTRACTOR:
Molzen Corbin & Associates

ALAN WEBBER, MAYOR

NAME

K. W. E. J.

TITLE

EVP

Date: _____

Date: 11/17/2020

CRS# 01305771005
Registration # 42293

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Nov 9, 2020 11:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52825.572960

Munis ORG/OBJ 5450407.572960

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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200913

Contractor: Molzen Corbin and Associates

Description: Task Orders 15 through 18.

Contract Agreement Lease / Rent Amendment

Term Start Date: 09/05/2018 Term End Date: 09/05/2022

Approved by Council Date: TBD

Contract / Lease: Contract for Engineering

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)

Amendment #1 06/13/2019-Not-to-Exceed (NTE) \$947,455.33

Amendment #2 10/20/2019-Not-to-Exceed (NTE) \$111,628.52

Amendment #3 04/10/2020-Not-to-Exceed (NTE) \$1,564,271.59

Task orders are contingent on the approval of the FAA & NMDOT Aviation Division Funding

3. Procurement History: _____

Erin Dunaway (Nov 24, 2020 11:04 MST)

Purchasing Officer Review: _____ Date: Nov 24, 2020

Comment & Exceptions Original contract Issued through Bid process

4. Funding Source: Airport Projects Org / Object: 5450407.572960

Alexis Lotero (Nov 24, 2020 11:04 MST)

Budget Officer Approval: _____ Date: Nov 24, 2020

Comment & Exceptions: _____

Staff Contact who completed this form: John Dickinson Phone # 955-2909

Email: jdickinson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Molzen Corbin

Procurement Title: Amendment #4 Task Order 15-18

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Public Works/Airport Staff Name John Dickinson

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP 18/55/P |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: |

John Dickinson Airport Operations Manager 11/04/20
Department Rep Printed Name (attesting that all information included) Title Date

John Dickinson
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 contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2020

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 Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	CONTACT NAME: RJ Dean & Associates PHONE (A/C, No, Ext): (505) 822-8114 FAX (A/C, No): (505) 822-0341 E-MAIL ADDRESS: ehughes@cressinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Molzen-Corbin & Associates Inc 2701 Miles Road SE Albuquerque, NM 87106	INSURER A : Donegal Insurance Company	NAIC # 13692
	INSURER B : New Mexico Assurance Co	NAIC # 13673
	INSURER C : AXA Insurance Company	NAIC # 33022
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

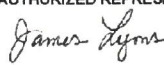
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BSD9257861	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA9257861	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CXL9257861	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			64411.112	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			DPR9953150	12/31/2019	12/31/2020	Ea Claim 2,000,000
C	Professional Liab			DPR9953150	12/31/2019	12/31/2020	Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Santa Fe Airport On Call Engineering

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe PO Box 909 Santa Fe, NM 87504	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 
--	--

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Molzen-Corbin & Associates**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work, but not limited to:

Provide Architect/Engineer Services including the basic A/E and project management services normally required for airport development projects, including architectural civil, structural, mechanical, and electrical engineering on projects for the next four (4) years as further described in Exhibits I, VI, VII.

B. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

- 1) Provide A/E services involving activities required for defining the scope of a project and establishing preliminary requirements (known as Preliminary Phase Exhibits I section B, 1, VI,).
- 2) Provide A/E services involving activities required to undertake and accomplish a full and complete project design (known as Design Phase Exhibit I section B 1, 2).
- 3) Provide A/E services involving activities required in providing sets of plans and specifications for this phase, and all bid documents; acting for the sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents (known as Bidding or Negotiation Phase Exhibit I B,3).
- 4) Provide A/E services involving activities required to render basic services after the award of a construction contract (known as Construction Phase Exhibit I 4, .).
- 5) Provide A/E services involving activities required to render basic services after the completion of a construction contract (knowns as Project Closeout Phase).
- 6) Provide special services involving activities or studies outside the scope of the basic design services routinely performed by the Contractor. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise, see Exhibit I.

7) Provide planning services involving activities or studies under the broad heading of airport system and master planning. (Exhibits II, III)

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV. Exhibit IV will be updated annually as required for the next four years, such compensation not to exceed \$250,000.00, excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$250,000.00 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 City 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 available 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 City. All invoices **MUST BE** received by the City no later than thirty (30) 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. If the City 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 City 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 City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate **four years from the date of agreement execution** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). 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. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt

of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. 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.

B Termination Management. Immediately upon receipt by either the City 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 City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City 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 City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the 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 City 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. 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 City.

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 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.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, 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 City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City 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.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 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 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 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.(Exhibit V).

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 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 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 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 City.

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

20. 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 City. 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

21. Indemnification.

The Contractor shall indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

22. 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.

23. 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.

24. 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 City:
City of Santa Fe
Aviation Division
P.O. Box 909
Santa Fe, NM 87504-0909
mdbaca@santafenm.gov and htbrzykcy@santafenm.gov

To the Contractor:
Molzen-Corbin & Associates
2701 Miles Road SE
Albuquerque, NM 87106
kfreier@molzencorbin.com

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf on 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.

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: 9/5/18

CONTRACTOR:

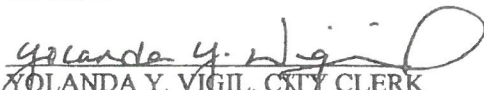
Molzen-Corbin & Associates


NAME AND TITLE

DATE: 09/06/18


CRS# 01305771005
Registration #42293

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
8/29/18
APPROVED AS TO FORM:

 8/15
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 8/20
MARY MCCOY, FINANCE DIRECTOR
Business Unit Line Item
52825.572960.0114900

**MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR THE SANTA FE MUNICIPAL AIRPORT**

**EXHIBIT I
ENGINEER'S SCOPE OF SERVICES**

The Engineer shall render professional engineering services as described below:

A. DEFINITIONS

1. Field Reconnaissance Surveys - That field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design.
2. Preliminary Project Schedule - A preliminary estimated start and completion date for each phase of work contained in the Engineer's Scope of Services.
3. Other Field Investigations - Those field investigations performed subsequent to the review of data from the field reconnaissance survey to establish the scope of additional field work, other than what was originally contemplated, that must be done before preliminary design of the project can commence.

B. BASIC SERVICES

1. PRELIMINARY DESIGN (60%) PHASE
 - a. Attend a Pre-Design meeting with the Owner to review its wishes and requirements; inspect the site of the work; review the available material assembled by the Owner, and discuss design criteria and scheduling.
 - b. Plan the necessary field surveys for design including field measurements of existing structures and facilities, field verification of existing rights-of-way, easements, and property lines.
 - c. Prepare and submit preliminary drawings based upon the information developed at the pre-design meeting (see 1a above). Preliminary plans will include the following:
 - i Horizontal and vertical control for the infrastructure elements designed.
 - ii Identification of the entire scope of the project on black-on-white plan sheets. Show existing and proposed right-of-way, easements, drainage structures, pavement work, utility construction or relocation (private and public) and geometry.
 - iii Define any non-standard items on the drawings with sufficient detail for review.
 - iv Provide design plans that are overall 60% complete to include: plan and profile sheets, intersection sheets, and drainage plans. Plan sheets will contain centerline stationing and elevations, a footprint of the proposed

improvements, and grading slope limits. Detailed build notes will not be provided.

- e. Identify right-of-way acquisition/dedication requirements and provide a summary of these requirements on a per lot basis (using the standard lot sizes in the area) and total for the project.
- f. Prior to submittal to the City, submit one (1) set of preliminary plans, preliminary construction cost estimate, outline specifications, preliminary utility coordination plan, and the Design Analysis Report (DAR) will consist of design assumptions, standards and exceptions, that will be used by the Owner's Project Manager for his review. Make necessary corrections prior to submitting for City review.
- g. The Deliverables for the 60% Preliminary Design phase will consist of the following:
 - i. Plan sets to be: Three (3) sets
 - ii. Preliminary Engineering Studies: Three (3) copies
 - iii. Schedule: 75 days from Notice to Proceed or as agreed to between the Owner and the Engineer.

2. FINAL DESIGN PHASE/CONSTRUCTION DOCUMENTS

- a. Meet with the design team, the Owner and appropriate users regularly to facilitate the exchange of information.
- b. Coordinate engineering and architectural systems.
- c. Prepare complete Contract Documents using standard practice and design requirements of the Owner and applicable Agency requirements in effect on the date of this Agreement.
- d. Prepare a detailed take-off construction cost estimate for the Project. New Mexico Gross Receipts Tax shall be shown as a percentage of the subtotal amount. The amount of the NMGRT is not part of the estimated construction cost; however, the Engineer shall provide the calculation of the tax amount for the estimated construction.
- e. In conjunction with the Owner's Project Manager, prepare a draft construction schedule commensurate with the scope and complexity of the project in sufficient detail to determine overall construction time.
- f. Secure approval of the final plans and specifications by and prepare the necessary funding documents for Federal Aviation Administration, New Mexico Department of Transportation Aviation Division and other public or private agency where required or affected by the proposed construction, provided that such approvals are not unreasonably withheld.

- g. Coordinate and assist Owner in preparation and submittal of agency funding documentation and certifications as required.
- h. Submit eleven (3) sets of the detailed working drawings, specifications, construction cost estimate and, as required, to the Owner for review and comment. If applicable, submit five (3) sets of the revised Preliminary Engineer's Report.

3. BIDDING PHASE

- a. Prepare and submit for approval a final construction cost estimate no later than two (2) days prior to the bid opening.
- b. Submit documents and gain approval for building permit.
- c. The Engineer shall attend and provide professional services for a pre-bid meeting when the Owner determines a pre-bid meeting is needed.
- d. Prepare advertisement for bids.
- e. Have sufficient copies of Contract Documents reproduced for sale to prospective bidders. Place copies in private plan rooms in Albuquerque for review by bidders. Provide Owner with three (3) copies.
- f. Provide clarification of the contract document's intent during the bidding process and determine the need for issuance of addenda. Addenda shall be distributed not less than two working days prior to bid opening.
- g. Prepare and distribute addenda when required. Addenda must be signed by the Engineer and submitted to the Owner's Project Manager for appropriate signature prior to distribution. Maintain Bidder's log and addenda distribution log.
- h. Attend the Bid Opening.
- i. Tabulate and assist the Owner in evaluating the bids.
- j. Assist Owner in obtaining additional information regarding the apparent low Bidder's qualifications, should the Owner request qualification information.
- k. Prepare a recommendation of award letter to the Owner.

4. CONSTRUCTION PHASE

- a. Provide up to seven (7) copies of the formal Contract Documents to the successful bidder for execution.
- b. Conduct the Pre-construction Conference.
- c. Furnish consultation and advice during construction pertaining to the Contract Document's intent. Prepare elementary and supplementary sketches needed by the

Owner to resolve problems due to field conditions encountered other than those involving changes in the scope of the project.

- d. Review manufacturer's shop drawings of equipment and/or materials proposed for use by the Contractor when required by the Contract Documents. Review construction drawings and/or erection drawings submitted by the prime contractor for compliance with the Contract Documents.
- e. Make periodic observations of the project, as agreed to with the Owner, site by a member of the Engineer's design team. A written summary of the observation shall be submitted to the Owner within one (1) week of the site visit. The Engineer shall be responsible for notifying the Owner of any observed deficiencies. In performing observations, the Engineer does not guarantee the performance of the Contractor. The Engineer shall not be responsible for the means, methods, techniques, sequence or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor.
- f. Review pay applications submitted by Contractor and make recommendation to Owner for payment.
- g. Review for acceptability any Change Orders requested by the Owner or the Contractor and provide comments to the Owner.
- h. Conduct substantial completion observation and publish appropriate documents including punch list.
- i. Attend the final inspection and make observations to determine if the completed work is acceptable.
- j. Review project closeout documents submitted by the Contractor.
- k. Prepare record drawings based on marked up prints, drawings and other data to reasonably reflect construction. "Record Drawings" shall be prepared by revising the original drawings, or, where original drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings. Each sheet shall be clearly marked "Record Drawings" with the date.

C. REIMBURSABLE SERVICES:

Unless provided otherwise herein, the following Services are not included as a part of the Basic Services or Additional Services of the Architect and shall be considered Reimbursable Services. Reimbursable Services shall be undertaken only with the express prior verbal authorization of the Owner followed by written verification. Reimbursable Services shall be paid for by the Owner as provided for in Article IV Compensation of this Agreement and include actual expenditures. No administrative overhead add-on charges will be permitted.

1. Utilizing data processing techniques when not normally used as a part of Basic Services.
2. Utilizing photographic production techniques when not normally used as a part of Basic Services.

3. Providing reproductions of documents except that the copies specified in Basic Services shall, with prior authorization, be reproduced under existing Owner reproduction contracts and the costs billed directly to the Owner by the printer.
4. Providing renderings and/or models which shall then become the property of the Owner.
5. Utilizing telephone communication (to out-of-state locations), document delivery service, or other communications or shipping method to communicate or distribute documents to potential bidders during the Bidding Phase.
6. Printing and mailing costs associated with planning/neighborhood notifications and submittals as required.

D. PERFORMANCE

1. The Engineer hereby agrees that, upon the execution of this Agreement, it will enter upon the duties herein described, proceed with the work continuously, and make the various submittals for each phase of the work on or before the schedule developed and approved for each phase.
2. If any delay is caused to the Engineer by order of the Owner to change the design or plans; or by failure of the Owner to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the work authorization schedule will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer. However, the Engineer agrees it is not entitled to a claim for delay damages against the Owner for the delay of the performance of this Agreement caused by the Owner or third parties.
3. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.
4. The Engineer shall prepare an Engineer's Project Schedule (Project Schedule) to be used and updated throughout the life of the project to communicate progress and timeliness of the work. The Project Schedule shall be prepared prior to the signing of the Agreement and shall be negotiated and agreed to by both parties as the schedule of the work to be performed. The Project Schedule shall become an attachment to the Engineering Services Agreement and the effective date of the Agreement shall be the start date for the Project Schedule. The Project Schedule shall be prepared using input from all subconsultants working on the project for the Engineer, as well as input from the Owner.

End of Exhibit I

**MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR THE SANTA FE REGIONAL AIRPORT**

**EXHIBIT II
OWNER'S RESPONSIBILITIES**

The Owner shall do the following in a timely manner so as not to delay the services of the Engineer described in Exhibit I, Engineer's Scope of Services:

1. Designate in writing a person to act as Owner's Project Manager with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information with respect to Engineer's services for the Project.
2. Provide criteria and information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations on the project.
3. Place at Engineer's disposal available information pertinent to the Project including copies of reports, drawings, maps and other data relative to design or construction of the Project all at no cost to the Engineer.
4. Arrange for access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
5. Review, provide comments on and approve studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner requires for such examination and render in writing decisions pertaining thereto within a reasonable time. The Engineer shall not be entitled to delay damages against the Owner for delay of the performance of this Agreement caused by the Owner or any third parties.
6. Furnish approvals and permits from the governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Provide such accounting, independent cost estimating and insurance counseling services as Owner requires for the Project, such auditing services as the Owner requires to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner requires to ascertain that contractors are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
8. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of developments that affect the scope, timing or performance of Engineer's services, or defects or nonconformance in the work of Contractor(s).

End of Exhibit II

**MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR THE SANTA FE REGIONAL AIRPORT**

**EXHIBIT III
PROJECT SCHEDULE**

1. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified herein.
2. Written Authorization: the Owner shall not pay the Engineer for any services rendered before written authorization by the Owner is received by the Engineer, and the Owner shall not be liable to the Engineer for payment for such services.
3. The Engineer shall submit a project schedule for each project assigned and as agreed to with the Owner's Project Manager. The project schedule shall show the duration for each major milestone for the project as agreed to between the Owner and the Engineer. A typical design project shall have the following schedule milestones as applicable:
 - a. Preliminary plans, design analysis report, and preliminary construction cost estimate within the agreed to number of calendar days from the date of receipt of written order to proceed with the Preliminary Design for each project phase.
 - b. Final Design Phase plans, specifications, construction cost estimate, and contract documents for review within the agreed to number of calendar days from the date of receipt of written order to proceed with the Final Design for each project phase.
 - c. Final construction contract documents ready for bid for the construction phase within the agreed to number of calendar days date of receipt of written comments from the Owner Project Manager on the Final Design submission,.
 - d. "Record Drawings" within the agreed to number of calendar days after receipt of Marked up prints, drawings and other data supplied by the Project Manager.
4. If any delay is caused to the Engineer by order of the Owner to change the Scope of the study; or by failure of the Owner to provide the necessary reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described; or by other delays due to causes beyond the control of the engineer; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer at the moment a cause for delay occurs. The Engineer shall not be entitled to delay damages against the Owner for delay of the performance of this Agreement caused by the Owner or any third parties.

5. Because the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance, of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.
6. There shall not be a schedule required for the entire four year agreement. Individual task orders shall be executed from this agreement which represent a project to be completed. Schedules shall be submitted for each individual task order.

End of Exhibit III

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
JULY 15, 2010

DEPARTMENT	BILLING CATEGORIES	CURRENT
		RATE
<i>Architectural</i>	Principal Architect	\$215
	Senior Architect	\$180
	Project Architect	\$145
	Registered Architect	\$115
	Intern Architect 2	\$100
	Intern Architect 1	\$80
	Senior Architectural Designer	\$115
	Architectural Designer I	\$100
	Planner	\$90
	Landscape/Irrigation Designer	\$90
<i>Civil Engineering</i>	Principal Engineer	\$215
	Senior Engineer	\$195
	Project Engineer	\$155
	Professional Engineer	\$130
	Engineering Intern II	\$105
	Engineering Intern I	\$95
	Senior Civil Design Specialist	\$135
	Engineering Design Specialist	\$120
	Engineering Design Tech	\$110
	Associate Engineering Design Tech	\$85
<i>Electrical Engineering</i>	Principal Engineer	\$215
	Senior Engineer	\$190
	Project Engineer	\$160
	Professional Engineer	\$135
	Engineering Intern II	\$120
	Engineering Intern I	\$95
	Engineering Design Specialist	\$105
	Engineering Design Tech	\$100
	Associate Engineering Design Tech	\$85
	<i>Mechanical</i>	Senior Mechanical
<i>Water Resource Engineering</i>	Principal Engineer	\$215
	Senior Engineer	\$180
	Project Engineer	\$155
	Professional Engineer	\$130
	Engineering Intern II	\$105
	Engineering Intern I	\$95
	Sr. Engineering Design Specialist	\$135
	Engineering Design Specialist	\$115
	Engineering Design Tech	\$110
	O & M Specialist	\$100
Associate Engineering Design Tech	\$80	
<i>CADD / Survey</i>	CADD Operator II	\$70
	CADD Operator I	\$65
	Survey Technician	\$85
	Two Person Survey Crew	\$170
	Two Person GPS Survey Crew	\$195
	Licensed Surveyor	\$185
<i>Construction Observation</i>	Senior Observer/Manager	\$95
	Senior Observer	\$90
	Observer	\$80
<i>Administration</i>	Administrative Aide II	\$55
	Administrative Aide I	\$45
	Administrative Support	\$90
	Grants/Technical Administrator	\$95
	Senior Technical Writer / Editor	\$80
<i>Miscellaneous Expenses</i>	Copies	Per Copy \$0.110
	Color Copies	Per 8 1/2 x 11 Copy \$1.000
	Color Copies	Per 11 x 17 Copy \$2.000
	Mileage	Per Mile (per IRS)
	Prints/Plots(24x36)	Per Sheet \$3.000
	Mylar(24x36)	Per Sheet \$10.500
Sub-Consultants	Cost x 1.1	

**MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR THE SANTA FE REGIONAL AIRPORT**

**EXHIBIT V
FAA MANDATORY CONTRACTUAL REQUIREMENTS
TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies

that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

FEDERAL LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

End of Exhibit V

**EXHIBIT VI SAMPLE TASK ORDER
 TASK ORDER NO.**

TASK TITLE: _____

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:

The ENGINEER/ARCHITECT estimates the period of performance to be as follows:
 Services to be rendered within _____ days after receipt of approval from OWNER, to be ready to
 advertise for bids by _____ to be commensurate with FAA funding schedule.

The ENGINEER/ARCHITECT will be paid on Lump Sum basis as stated based upon the following
 estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

_____	Hrs.	\$	/hr =	_____	\$
_____	Hrs.	\$	/hr =	_____	\$
_____	Hrs	\$	/hr =	_____	\$
_____	Hrs	\$	/hr =	_____	\$
_____	Hrs.	\$	/hr =	_____	\$
_____	Hrs.	\$	/hr =	_____	\$

Subconsultants and Other Reimbursable Expenses:

Copies, _____	_____	\$
Large plots, _____	_____	\$
Meals, _____	_____	\$
Lodging, _____	_____	\$
Mileage, _____	_____	\$
Postage, _____	_____	\$
Supplies _____	_____	\$
Bid Advertisement, _____	_____	\$

SUBTOTAL	_____	\$
NMGRT @ _____ %	_____	\$
ESTIMATED TASK ORDER TOTAL	\$ _____	\$

**Proposed by
 ENGINEER/ARCHITECT**

Recommended By

Approved by CITY

Date _____ Date _____ Date _____

Department	Project	P.O. No.	Account Number

For Client Use Only

**MASTER AGREEMENT FOR ENGINEERING SERVICES
FOR THE SANTA FE REGIONAL AIRPORT**

**EXHIBIT VII
DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT
PROJECT REPRESENTATIVE**

1. *Resident Project Representative*
 - A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D shall provide full time representation unless representation to a lesser degree is approved by Agency.
 - B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
 - C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.
 - c. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - d. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

**MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE
SANTA FE REGIONAL AIRPORT**

**EXHIBIT VIII
INSURANCE CERTIFICATE**

CITY OF SANTA FE
AMENDMENT No. 1TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970

ITEM # 19-0447

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 5, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Molzen Corbin & Associates. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Santa Fe Regional Airport Architect/Engineer services including the basic A/E, and project management required for airport development projects for the next four (4) years.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by \$947,455.83 as described in Exhibit IV(A), so that Article 2 Compensation, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV and IV(A). The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed this \$1,947,455.83 excluding gross receipts tax 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 City 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.

2. **AGREEMENT IN FULL FORCE.**

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 6/13/19

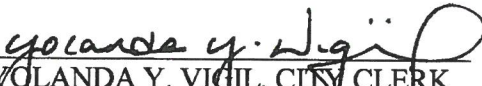
CONTRACTOR:
Molzen Corbin & Associates

 E.V.P.
NAME & TITLE

Date: 05/16/19

CRS# 01305771005
Registration # 42293

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mta 6.12.2019

APPROVED AS TO FORM:

 5/2/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 4/13/19
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52825.572960

EXHIBIT IV(A)

Contract Year	Task Order #	Molzen Corbin Task Description	Funding Source (Local Match of 3% to 10%)	Required Start Date	Required Completion Date	Task Order Costs	Remaining Contract Balance
Year 1		Beginning Contract Amount					\$ 250,000.00
Year 1	2018-1	Currently encumbered as of Apr-2019			Completed	\$ 10,919.00	\$ 239,081.00
Year 1	2018-2	Taxiway D Phase II design	NMDOT	4/1/2019	10/1/2019	\$ 189,909.00	\$ 49,172.00
Year 1	2018-3	Conceptual design for terminal expansion	2017 Appropriation	5/1/2019	8/1/2019	\$ 53,845.00	\$ (4,673.00)
Year 1	2018-4	Parking lot design and construction	2018 Appropriation	5/1/2019	1/1/2020	\$ 225,861.00	\$ (230,534.00)
Year 1	2018-5	Electrical Vault - electrical upgrades	NMDOT	4/1/2019	10/1/2019	\$ 73,102.00	\$ (303,636.00)
Year 1	2018-6	Passenger Facility Charge implementation plan	NMDOT	10/1/2019	12/1/2019	\$ 75,965.58	\$ (379,601.58)
Year 1	2018-7	Taxiway D Observation and testing	NMDOT	10/1/2019	7/1/2020	\$ 158,738.00	\$ (538,339.58)
Year 1	2018-8	Taxiway D Bidding and Construction	NMDOT	10/1/2019	7/1/2020	\$ 97,087.50	\$ (635,427.08)
		Task Order Total				\$ 885,427.08	
		Requested Additional Amount for Contract, Year 1				\$ 635,427.08	
Contract Year	Task Order #	Molzen Corbin Task Description	Funding Source (Local Match of 3% to 10%)	Required Start Date	Required Completion Date	Task Order Costs	Remaining Contract Balance
Year 2		Beginning Contract Amount					\$ 250,000.00
Year 2	Unassigned	Taxiway G Design	FAA / NMDOT	12/1/2019	3/1/2020	\$ 71,197.50	178,802.50
Year 2	Unassigned	Terminal Design	2019 Appropriation	12/1/2019	6/1/2020	\$ 490,831.25	(312,028.75)
		Estimated Task Order Total				\$ 562,028.75	
		Requested Additional Amount for Contract, Year 2				\$ 312,028.75	
		Requested Additional Contract Amount Total				\$ 947,455.83	
		Original Contract Amount: PSA #18-0970				\$ 1,000,000.00	
		Total Amount Payable Not to Exceed				\$ 1,947,455.83	

**CITY OF SANTA FE
AMENDMENT No. 2 TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970**

ITEM # 19-0841

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 5, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Molzen Corbin & Associates. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Santa Fe Regional Airport Architect/Engineer services including the basic A/E, and project management required for airport development projects for the next four (4) years.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by \$111,628.52 including gross receipts tax as described in Exhibit IV(B), so that Article 2 Compensation, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV, IV(A) and IV(B). The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$2,059,084.35. 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 City 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.

2. **AGREEMENT IN FULL FORCE.**

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

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

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 10/30/19


CONTRACTOR:
Molzen Corbin & Associates


NAME & TITLE

Date: 10/11/19

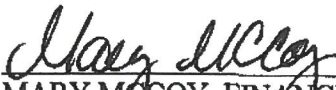
CRS# 01305771005
Registration # 42293

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
9-25-19 CCMtg
APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY 9/18/19

APPROVED:


MARY MCCOY, FINANCE DIRECTOR AU
Org/Object Numbers: 5450407, 572460

**MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
JULY 15, 2018**

DEPARTMENT	BILLING CATEGORIES	CURRENT RATE
<i>Architectural</i>	Principal Architect	\$215
	Senior Architect	\$180
	Project Architect	\$145
	Registered Architect	\$115
	Intern Architect 2	\$100
	Intern Architect 1	\$80
	Senior Architectural Designer	\$118
	Architectural Designer I	\$100
	Planner	\$90
	Landscape/Urbanism Designer	\$80
<i>Civil Engineering</i>	Principal Engineer	\$215
	Senior Engineer	\$185
	Project Engineer	\$165
	Professional Engineer	\$150
	Engineering Intern II	\$105
	Engineering Intern I	\$85
	Senior Civil Design Specialist	\$185
	Engineering Design Specialist	\$130
	Engineering Design Tech	\$110
	Associate Engineering Design Tech	\$85
<i>Electrical Engineering</i>	Principal Engineer	\$215
	Senior Engineer	\$180
	Project Engineer	\$160
	Professional Engineer	\$135
	Engineering Intern II	\$120
	Engineering Intern I	\$95
	Engineering Design Specialist	\$105
	Associate Engineering Design Tech	\$85
<i>Mechanical</i>	Senior Mechanical	\$155
<i>Water Resources Engineering</i>	Principal Engineer	\$215
	Senior Engineer	\$180
	Project Engineer	\$155
	Professional Engineer	\$130
	Engineering Intern II	\$105
	Engineering Intern I	\$85
	Sr. Engineering Design Specialist	\$135
	Engineering Design Specialist	\$115
	Engineering Design Tech	\$110
	C & M Specialist	\$100
Associate Engineering Design Tech	\$80	
<i>CADD / Survey</i>	CADD Operator II	\$70
	CADD Operator I	\$55
	Survey Technician	\$55
	Two Person Survey Crew	\$170
	Two Person GPS Survey Crew	\$195
	Licensed Surveyor	\$185
<i>Construction Observation</i>	Senior Observation Manager	\$95
	Senior Observer	\$85
	Observer	\$80
<i>Administration</i>	Administrative Aide II	\$55
	Administrative Aide I	\$45
	Administrative Support	\$80
	Grant/Technical Administrator	\$95
	Computer Technician	\$105
	Senior Technical Writer / Editor	\$80
<i>Miscellaneous Expenses</i>	Copies	Per Copy \$0.10
	Color Copies	Per 8 1/2 x 11 Copy \$1.00
	Color Copies	Per 11 x 17 Copy \$2.00
	Mileage	Per Mile (per US)
	Prints/Plots(24x36)	Per Sheet \$3.00
	Plots(24x36)	Per Sheet \$10.50
Sub-Contractors	Cost x 1.1	

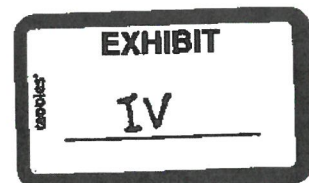


EXHIBIT IV(A)

Contract Year	Task Order #	Molzen Corbin Task Description	Funding Source (Local Match of 3% to 10%)	Required Start Date	Required Completion Date	Task Order Costs	Remaining Contract Balance
Year 1		Beginning Contract Amount					\$ 250,000.00
Year 1	2018-1	Currently encumbered as of Apr-2019			Completed	\$ 10,919.00	\$ 239,081.00
Year 1	2018-2	Taxiway D Phase II design	NMDOT	4/1/2019	10/1/2019	\$ 189,909.00	\$ 49,172.00
Year 1	2018-3	Conceptual design for terminal expansion	2017 Appropriation	5/1/2019	8/1/2019	\$ 53,845.00	\$ (4,673.00)
Year 1	2018-4	Parking lot design and construction	2018 Appropriation	5/1/2019	1/1/2020	\$ 225,861.00	\$ (230,534.00)
Year 1	2018-5	Electrical Vault - electrical upgrades	NMDOT	4/1/2019	10/1/2019	\$ 73,102.00	\$ (303,636.00)
Year 1	2018-6	Passenger Facility Charge implementation plan	NMDOT	10/1/2019	12/1/2019	\$ 75,965.58	\$ (379,601.58)
Year 1	2018-7	Taxiway D Observation and testing	NMDOT	10/1/2019	7/1/2020	\$ 158,738.00	\$ (538,339.58)
Year 1	2018-8	Taxiway D Bidding and Construction	NMDOT	10/1/2019	7/1/2020	\$ 97,087.50	\$ (635,427.08)
		Task Order Total				\$ 885,427.08	
		Requested Additional Amount for Contract, Year 1				\$ 635,427.08	
Contract Year	Task Order #	Molzen Corbin Task Description		Required Start Date	Required Completion Date	Task Order Costs	Remaining Contract Balance
Year 2		Beginning Contract Amount					\$ 250,000.00
Year 2	Unassigned	Taxiway G Design	FAA / NMDOT	12/1/2019	3/1/2020	\$ 71,197.50	178,802.50
Year 2	Unassigned	Terminal Design	2019 Appropriation	12/1/2019	6/1/2020	\$ 490,831.25	(312,028.75)
		Estimated Task Order Total				\$ 562,028.75	
		Requested Additional Amount for Contract, Year 2				\$ 312,028.75	
		Requested Additional Contract Amount Total				\$ 947,455.83	
		Original Contract Amount: PSA #18-0970				\$ 1,000,000.00	
		Total Amount Payable Not to Exceed				\$ 1,947,455.83	



**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED September 5, 2018.**

TASK ORDER NO. 2018-9

TASK TITLE: 20 Approach RSA Grading Design Services

The Owner directs the Engineer/Architect to provide services as described below:
Provide design, bidding and some construction administration services for the RW 20 RSA.
Approximately 500' X 1,000' RSA with additional area as needed for grading.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 600 days after receipt of written notice to proceed from Airport
Manager. Anticipated construction completion date date is June 30, 2019.

The Engineer/Architect will be paid on a lump sum basis, based upon the following estimate of the level
of effort:

Manhours: (specify estimated manhours per position and billing rate).

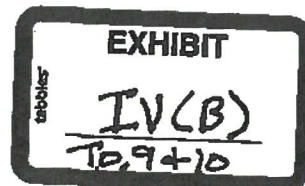
Manhour & Fee Estimate:

<u>Senior Engineer</u>	<u>115.5</u> Hrs. \$ <u>195.00</u> /hr =	<u>22,522.50</u>
<u>Engineering Intern I</u>	<u>11</u> Hrs. \$ <u>95.00</u> /hr =	<u>1,045.00</u>
<u>Engineering Design Specialist</u>	<u>136</u> Hrs. \$ <u>120.00</u> /hr =	<u>16,320.00</u>
<u>Administrative Grants/Tech</u>	<u>6</u> Hrs. \$ <u>95.00</u> /hr =	<u>570.00</u>
<u>Administrative Support</u>	<u>20</u> Hrs. \$ <u>90.00</u> /hr =	<u>1,800.00</u>
<u>GPS Survey Crew</u>	<u>1</u> LS. \$ <u>N/A</u> /hr =	<u>10,860.00</u>

Subconsultants and Other Reimbursable Expenses:

<u>In House Copies 2,000 @ 0.11</u>	<u>220.00</u>
<u>In House Color 8.5 X 11 Copies 20 @ 1.00</u>	<u>20.00</u>
<u>In House Color 11X17 Copies 20 @ 2.00</u>	<u>40.00</u>
<u>Commercial Copies 5,000 @ 0.06</u>	<u>300.00</u>
<u>Commercial Plots 100 @ 1.02</u>	<u>102.00</u>
<u>Mileage 3,000 @ 0.58</u>	<u>1,740.00</u>

SUBTOTAL	<u>55,539.50</u>
NMGRT @ <u>7.8750</u> %	<u>4,373.74</u>
ESTIMATED TASK ORDER TOTAL	\$ <u>59,913.24</u>



Proposed by
ENGINEER/ARCHITECT

Recommended By

Approved by CITY

Date _____

Date _____

Date _____

Aviation			
Department	Project	P.O. No.	Account Number

For Client Use Only

MOLZENCORBIN

PROJECT INFORMATION SHEET

SAF RW 20 RSA
City of Santa Fe
Kent Freier, PE

Is this a new budget or a revision?

If revision give number of revision:

Project Number Assigned: (If revision, enter number here)

9/16/2019

CLIENT INFORMATION

Client Name	City of Santa Fe
Client Contact Name	Mark Baca
Client Email Address (ONLY IF NEW CLIENT)	
Client Address (ONLY IF NEW CLIENT)	
Client City, State and Zip (ONLY IF NEW CLIENT)	
Client Phone Number (ONLY IF NEW CLIENT)	

PROJECT INFORMATION

Start Date:	Approx. End Date:
Project Description:	
Customer Needs:	Earthwork, grading for preparation of a RSA Surface off the north end of the 20 approach to meet FAA standards
Funding Agency:	Get the RSA fixed ASAP City of Santa Fe
	Funding Agency No.:

AGREEMENT INFORMATION

Type of Agreement:	Lump Sum	Calculated Contract Amount:	
If Multiplier, give multiplier:			

ACCOUNTING INFORMATION
 SAF RW 20 RSA
 City of Santa Fe
 Kent Freier, PE

MOLZENCORBIN

Yes/No

Enter Budget using Phases

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming							
Preliminary Design/Schematics (30%)							
Design Development (60%)							
Construction Documents (90%)							
Final Design (100%)							
Bidding/Award							
Construction Admin. Services							
Closeout							
Total							

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming							
Preliminary Design/Schematics (30%)							
Design Development (60%)							
Construction Documents (90%)							
Final Design (100%)							
Bidding/Award							
Construction Admin. Services							
Closeout							
Total							

TOTAL SUBS-BASIC FEE

TOTAL OTHER DIRECT EXPENSES

TOTAL BASIC FEE

CONTRACT AMOUNT
SAF RW 20 RSA
City of Santa Fe

MOLZENCORBIN

Kent Freier, PE

COST **CALCULATED CONTRACT AMOUNT**

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$42,257.50
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
Reimbursable Markup (if any)		10%		\$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
OTHER DIRECT EXPENSES (ODE'S)				
		Quantity		
In-House Copies	\$0.11	2,000.00		
In-House Color Copies (8 1/2 x 11)	\$1.00	20.00		
In-House Color Copies (11 x 17)	\$2.00	20.00		
In-House Large Format Plots	\$3.00			
Commercial Copies	\$0.06	5,000.00		
Commercial Prints	\$1.02	100.00		
Commercial Color Copies	\$1.50			
In-House or Commercial Mylars	\$10.50			
Mileage	\$0.580	3,000.00		
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)	\$94.00			
Meals - Per Diem (per person /day) (Verify With Accounting)	\$55.00			
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				\$2,422.00
TOTAL BASIC FEE				\$44,679.50
REIMBURSABLE SUBCONSULTANTS				
		Phase		
Subconsultant Subtotal			\$0.00	\$0.00
Mark-up (if any)		10%		\$0.00
Observation Total From Observation Contract Amount (Excluding GRT)				\$0.00
In House Survey From Survey Contract Amount (Excluding GRT)				\$10,860.00
SUBTOTAL ADDITIONAL SERVICES				\$0.00
REIMBURSABLES				
		Quantity		
In-House Copies	\$0.11	0.00		
In-House Color Copies (8 1/2 x 11)	\$1.00	0.00		
In-House Color Copies (11 x 17)	\$2.00	0.00		
In-House Large Format Prints	\$3.00			
In-House Large Format Plots	\$3.00			
Commercial Copies	\$0.06	0.00		
Commercial Prints	\$1.02	0.00		
Commercial Color Copies	\$1.50			
In-House or Commercial Mylars	\$10.50			
Mileage	\$0.545	0.00		
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	\$89.00			
Meals - Per Diem (per person /per day)	\$51.00			
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$55,539.50
NMGRT			7.8750%	INFO ONLY LC 8.3125 \$4,373.74
TOTAL				\$59,913.24
				INFO ONLY Carlsbad 7.6458

MOLZENCORBIN

		COST	PROJECTED FEE
SURVEY			
Estimated Field Survey Days	5		
REIMBURSABLE SUBCONSULTANTS			
	Task		
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
Subconsultant Subtotal		\$0.00	
Mark-up (if any)	10%		\$0.00
SUBTOTAL REIMBURSABLE SUBCONSULTANTS			\$0.00
REIMBURSABLE EXPENSES			
	Quantity		
In-House Copies	\$0.11		
In-House Color Copies (8 1/2 x 11)	\$1.00		
In-House Color Copies (11 x 17)	\$2.00		
In-House Large Format Plots	\$3.00		
Mileage	\$0.580		
Commercial Travel			
Lodging - Per Diem (Survey Crew /night)	\$94.00	\$470.00	
Meals - Per Diem (per person /day)	\$55.00	\$550.00	
Photo			
Postage			
Supplies/Misc.			
Reimbursables Subtotal		\$1,020.00	\$1,020.00
Reimbursable Markup (if any)	0%		\$0.00
SUBTOTAL REIMBURSABLE EXPENSES		\$1,020.00	\$1,020.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES		\$1,020.00	\$10,860.00
NMGRT		7.8750% INFO ONLY LC 8.3125	\$855.23
TOTAL		INFO ONLY Carlsbad 7.6458	\$11,715.23

TASK ORDER
TASK ORDER NO. 2018-10

TASK TITLE: RW 20 Approach RSA Grading Observation and Testing

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:
Provide construction observation and materials testing services during construction.

The ENGINEER/ARCHITECT estimates the period of performance to be as follows:
 Services to be rendered within 10 days after receipt of approval from OWNER, to be ready to
 advertise for bids by N/A to be commensurate with FAA funding schedule.

The ENGINEER/ARCHITECT will be paid on Time and Materials basis as stated based upon the
 following estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:
Senior Construction Observer 360 Hrs. \$ 85.00 /hr = \$30,600.00

Subconsultants and Other Reimbursable Expenses:	
<u>In House Copies 8.5X11, 1,000 @ 0.11</u>	<u>\$110.00</u>
<u>In House Color Copies 8.5X11, 20 @ 1.00</u>	<u>\$20.00</u>
<u>In House Color Copies 11X17, 50 @ 2.00</u>	<u>\$100.00</u>
<u>In House Large Format Plots, 20 @ 3.00</u>	<u>\$60.00</u>
<u>Mileage, 10,000 @ 0.545</u>	<u>\$5,800.00</u>
<u>Postage</u>	<u>\$50.00</u>
<u>Supplies</u>	<u>\$200.00</u>
<u>GeoTest (Materials Testing)</u>	<u>\$11,000.00</u>

SUBTOTAL	<u>\$47,940.00</u>
NMGRT @ <u>7.875</u> %	<u>\$3,775.28</u>
ESTIMATED TASK ORDER TOTAL	<u>\$51,715.28</u>

Proposed by ENGINEER	Recommended By	Approved by CITY
Date _____	Date _____	Date _____

Department	Project	P.O. No.	Account Number

For Client Use Only

TO-10

MOLZENCORBIN

PROJECT INFORMATION SHEET
RW 20 RSA Grading
City of Santa Fe
Kent Freler

9/17/2019

Is this a new budget or a revision?

If revision give number of revision

Project Number Assigned: (If revision, enter number here)

CLIENT INFORMATION

Client Name	City of Santa Fe
Client Contact Name	
Client Email Address (ONLY IF NEW CLIENT)	
Client Address (ONLY IF NEW CLIENT)	
Client City, State and Zip (ONLY IF NEW CLIENT)	
Client Phone Number (ONLY IF NEW CLIENT)	

PROJECT INFORMATION

Start Date:		Approx. End Date:	
Project Description:	O&T for earthwork and grading on the 20 RSA		
Customer Needs:			
Funding Agency:	City of Santa Fe	Funding Agency No.:	Special Appropriation from Legislature

AGREEMENT INFORMATION

Type of Agreement:	Time and Materials	Calculated Contract Amount	
If Multiplier, give multiplier:			

Yes/No

Enter Budget using Phases

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design (100%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bidding/Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Preliminary Design/Schematics (30%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Development (60%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Documents (90%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Design (100%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bidding/Award	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin. Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Closeout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL SUBS-BASIC FEE

TOTAL OTHER DIRECT EXPENSES

TOTAL BASIC FEE

MOLZENCORBIN

Kent Freier

COST

PROJECTED
FEE

Estimated Construction Length in Months

2

OBSERVATION			
Total Labor From Observation Calculation			
REIMBURSABLE SUBCONSULTANTS			
	Geotest, Inc.		\$10,000.00
			\$0.00
			\$0.00
			\$0.00
Subconsultant Subtotal			\$10,000.00
Mark-up (if any)			10%
SUBTOTAL REIMBURSABLE CONSULTANTS			\$11,000.00
REIMBURSABLE EXPENSES			
		Quantity	
In-House Copies	\$0.11	1,000.00	\$110.00
In-House Color Copies (8 1/2 x 11)	\$1.00	20.00	\$20.00
In-House Color Copies (11 x 17)	\$2.00	50.00	\$100.00
In-House Large Format Plots	\$3.00	20.00	\$60.00
Mileage	\$0.580	10,000.00	\$5,800.00
Commercial Travel			
Lodging - Per Diem (Observer /night)	\$94.00		\$0.00
Meals - Per Diem (per person /day)	\$55.00		\$0.00
Photo			
Postage			\$50.00
Supplies/Misc.			\$200.00
Reimbursable Subtotal			\$6,340.00
Markup (if any)			0%
SUBTOTAL REIMBURSABLE EXPENSES			\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES			\$47,940.00
NMGRT			7.8750% INFO ONLY LC 8.3125 \$3,775.28
TOTAL			INFO ONLY Carlsbad 7.6458 \$51,715.28

CONTRACT AMOUNT
 RW 20 RSA Grading
 City of Santa Fe

MOLZENCORBIN

Kent Freier

COST CALCULATED
 CONTRACT AMOUNT

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$0.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
Reimbursable Markup (if any)		10%		\$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			\$0.00	\$0.00
OTHER DIRECT EXPENSES (ODE'S)		Quantity		
In-House Copies		\$0.11		
In-House Color Copies (8 1/2 x 11)		\$1.00		
In-House Color Copies (11 x 17)		\$2.00		
In-House Large Format Plots		\$3.00		
Commercial Copies		\$0.06		
Commercial Prints		\$1.02		
Commercial Color Copies		\$1.50		
In-House or Commercial Mylars		\$10.50		
Mileage		\$0.580		
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)		\$94.00		
Meals - Per Diem (per person /day) (Verify With Accounting)		\$55.00		
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				\$0.00
TOTAL BASIC FEE				\$0.00
REIMBURSABLE SUBCONSULTANTS		Phase		
Subconsultant Subtotal			\$0.00	\$0.00
Mark-up (if any)		10%		\$0.00
Observation Total From Observation Contract Amount (Excluding GRT)				\$47,940.00
In House Survey From Survey Contract Amount (Excluding GRT)				\$0.00
SUBTOTAL ADDITIONAL SERVICES			\$0.00	\$47,940.00
REIMBURSABLES		Quantity		
In-House Copies		\$0.11		
In-House Color Copies (8 1/2 x 11)		\$1.00		
In-House Color Copies (11 x 17)		\$2.00		
In-House Large Format Prints		\$3.00		
In-House Large Format Plots		\$3.00		
Commercial Copies		\$0.06		
Commercial Prints		\$1.02		
Commercial Color Copies		\$1.50		
In-House or Commercial Mylars		\$10.50		
Mileage		\$0.545		
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)		\$89.00		
Meals - Per Diem (per person /per day)		\$51.00		
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$47,940.00
NMGRT		7.8750%	INFO ONLY LC 8.3125	\$3,775.28
TOTAL			INFO ONLY Carlsbad 7.6458	\$51,715.28

**CITY OF SANTA FE
AMENDMENT No. 3 TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970**

ITEM # 02-0204

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 5, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Molzen Corbin & Associates. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Santa Fe Regional Airport Architect/Engineer services including the basic A/E, and project management required for airport development projects for the next four (4) years.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **COMPENSATION:**

Article 2, paragraph A of the agreement is amended to increase the amount of compensation by \$1,564,271.59 including gross receipts tax as described in Exhibit "IV", so that Article 2 Compensation, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV,). The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,623,355.94. 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 City 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.

2. **AGREEMENT IN FULL FORCE;**

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

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

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

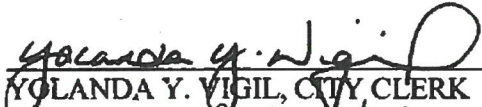
Date: 4/10/2020

CONTRACTOR:
Molzen Corbin & Associates

See Attached
NAME & TITLE

Date: _____
CRS# 01305771005
Registration # 42293

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
9/8 AM 4/8/20
CITY ATTORNEY'S OFFICE:

 4/8/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

 4/9/20
MARY MCCOY, FINANCE DIRECTOR

Org/Object Numbers: 5450407.572960

amount is reached. Contractor is responsible for notifying the City 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.

2. **AGREEMENT IN FULL FORCE;**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

MDM *4/8/20*

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org/Object Numbers: 5450407.572960

CONTRACTOR:
Molzen Corbin & Associates

NAME & TITLE *Vice President*

Date: *4/9/2020*
CRS# 01305771005
Registration # 42293

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED September 5, 2018.**

TASK ORDER NO. 2018-15

TASK TITLE: Prepare ALP Update for Recent Project Completions to Comply with FAA Regulations.

The Owner directs the Engineer/Architect to provide services as described below:
Prepare ALP update to reflect the following recent project changes: TW K Extension, Spectra Hangars,
Elling Hanar, Reconfigured TW D, New Electrical Vault, Jet Center of SF New Hangar, Contours for 20
RSA (recent project), Terminal Parking Lot Expansion, Terminal Building Expansion

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 90 days after receipt of written notice to proceed from Airport Manager.
Anticipated to be a 100% grant from the NMDOT Aviation Division.

The Engineer/Architect will be paid on a lump sum basis, based upon the following estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate).

Manhour & Fee Estimate:

<u>Senior Civil Engineer</u>	<u>53</u> Hrs. \$ <u>195.00</u> /hr =	<u>10,335.00</u>
<u>Professional Engineer</u>	<u>24</u> Hrs. \$ <u>130.00</u> /hr =	<u>3,120.00</u>
<u>Engineering Design Specialist</u>	<u>143</u> Hrs. \$ <u>120.00</u> /hr =	<u>17,160.00</u>
<u>Administrative Aide</u>	<u>4</u> Hrs. \$ <u>65.00</u> /hr =	<u>260.00</u>
<u>Coffman Associates</u>	<u>1</u> LS \$ <u>N/A</u> /hr =	<u>5,416.40</u>

Subconsultants and Other Reimbursable Expenses:

<u>In House Copies 1,000 @ 0.11</u>	<u>110.00</u>
<u>In House Color 8.5 X 11 Copies 20 @ 1.00</u>	<u>20.00</u>
<u>In House Color 11X17 Copies 100 @ 2.00</u>	<u>200.00</u>
<u>In House Large Format Plots, 100 @ \$3.00</u>	<u>300.00</u>
<u>Mileage 120 @ 0.575</u>	<u>69.00</u>
<u>Meals 2 @ 55.00</u>	<u>110.00</u>
<u>Postage 1 @ 100.00</u>	<u>100.00</u>
<u>Supplies 1 @ 200.00</u>	<u>200.00</u>

SUBTOTAL	<u>37,400.40</u>
NMGRT @ <u>7.8750</u> %	<u>2,945.28</u>
ESTIMATED TASK ORDER TOTAL	<u>\$ 40,345.68</u>

Proposed by ENGINEER R. W. E. J. Recommended By _____ Approved by CITY _____
Date 11/09/2020 Date _____ Date _____

Aviation			
Department	Project	P.O. No.	Account Number

For Client Use Only

MOLZENCORBIN

PROJECT INFORMATION SHEET

ALP Update
 City of Santa Fe
 Kent Freier, PE

Is this a new budget or a revision?

New

If revision give number of revision

Project Number Assigned: (If revision, enter number here)

4/28/2020

CLIENT INFORMATION

Client Name: City of Santa Fe
 Client Contact Name: Mark Baca
 Client Email Address (ONLY IF NEW CLIENT):
 Client Address (ONLY IF NEW CLIENT):
 Client City, State and Zip (ONLY IF NEW CLIENT):
 Client Phone Number (ONLY IF NEW CLIENT):

PROJECT INFORMATION

Start Date: 06/01/20 Approx. End Date: 12/30/20

Project Description: Prepare ALP Update. TW K Extension, Spectra Hangars, Eling Hanar, Reconfigured TW D, New Electrical Vault, Jet Center of SF New Hangar, Contours for 20 RSA (recent project), Terminal Parking Lot Expansion, Terminal Building Expansion

Customer Needs: To utilize a 100% grant from State to complete this ALP Update. Scope above.

Funding Agency: NMDOT AD Funding Agency No.: Not available yet.

AGREEMENT INFORMATION

Type of Agreement: Lump Sum Calculated Contract Amount \$37,400.40
 If Multiplier, give multiplier:

CIVIL MANHOURL ESTIMATE
 ALP Update
 City of Santa Fe
 Kent Freier, PE

MOLZENCORBIN

No.	Project Task	CIVIL										ADMINISTRATION				Grand Totals	
		Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Design Specialist	Engineering Specialist	Design Technician	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	Tech. Administrator		Computer Tech.
	Subtotal Hours Bidding/Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Bidding/Award	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VII.	Construction Admin. Services																
1																	
2	Project Management																
3	Quality Assurance																
	Subtotal Hours Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Construction Admin. Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VIII.	Closeout																
1																	
2																	
3	Project Management																
4	Quality Assurance																
	Subtotal Hours Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Closeout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Labor Hours	0.00	53.00	24.00	0.00	0.00	0.00	143.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Standard Billing Rate or Fee	\$275.00	\$185.00	\$150.00	\$105.00	\$140.00	\$120.00	\$110.00	\$85.00	\$0.00	\$0.00	\$105.00	\$95.00	\$95.00	\$105.00	\$0.00	\$0.00
	Fee Dollars	\$0.00	\$10,335.00	\$3,120.00	\$0.00	\$0.00	\$17,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105.00	\$95.00	\$95.00	\$105.00	\$0.00	\$0.00
	Subtotal Hours																
	Subtotal Fees																
	ADMIN. Totals																
	Grand Totals																

Yes/No

Enter Budget using Phases

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design (100%)	0.00	220.00	0.00	0.00	0.00	4.00	224.00
Bidding/Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	220.00	0.00	0.00	0.00	4.00	224.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Preliminary Design/Schematics (30%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Development (60%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Documents (90%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Design (100%)	\$0.00	\$30,615.00	\$0.00	\$0.00	\$0.00	\$260.00	\$30,875.00
Bidding/Award	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin. Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Closeout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$30,615.00	\$0.00	\$0.00	\$0.00	\$260.00	\$30,875.00

TOTAL SUBS-BASIC FEE

\$5,416.40

TOTAL OTHER DIRECT EXPENSES

\$1,109.00

TOTAL BASIC FEE

\$37,400.40

CONTRACT AMOUNT
 ALP Update
 City of Santa Fe

MOLZENCORBIN

Kent Freier, PE

COST **CALCULATED CONTRACT AMOUNT**

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$30,875.00
OTHER DIRECT SUBCONSULTANTS		Sub Type	Phase	
Coffman Associates		Planner		\$4,924.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$4,924.00
Reimbursable Markup (if any)				10%
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$492.40
OTHER DIRECT EXPENSES (ODE'S)				\$4,924.00
				\$5,416.40
		Quantity		
In-House Copies	\$0.11	1,000.00		\$110.00
In-House Color Copies (8 1/2 x 11)	\$1.00	20.00		\$20.00
In-House Color Copies (11 x 17)	\$2.00	100.00		\$200.00
In-House Large Format Plots	\$3.00	100.00		\$300.00
Commercial Copies	\$0.06	0.00		\$0.00
Commercial Prints	\$1.02	0.00		\$0.00
Commercial Color Copies	\$1.50			\$0.00
In-House or Commercial Mylars	\$10.50			\$0.00
Mileage	\$0.575	120.00		\$69.00
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)	\$94.00			\$0.00
Meals - Per Diem (per person /day) (Verify With Accounting)	\$55.00	2.00		\$110.00
Photo				
Postage				\$100.00
Supplies				\$200.00
SUBTOTAL OTHER DIRECT EXPENSES				\$1,109.00
TOTAL BASIC FEE				\$37,400.40
REIMBURSABLE SUBCONSULTANTS		Phase		
Subconsultant Subtotal				\$0.00
Mark-up (if any)				10%
				\$0.00
Observation Total From Observation Contract Amount (Excluding GRT)				\$0.00
In House Survey From Survey Contract Amount (Excluding GRT)				\$0.00
SUBTOTAL ADDITIONAL SERVICES				\$0.00
				\$0.00
REIMBURSABLES		Quantity		
In-House Copies	\$0.11			\$0.00
In-House Color Copies (8 1/2 x 11)	\$1.00			\$0.00
In-House Color Copies (11 x 17)	\$2.00			\$0.00
In-House Large Format Prints	\$3.00			\$0.00
In-House Large Format Plots	\$3.00			\$0.00
Commercial Copies	\$0.06			\$0.00
Commercial Prints	\$1.02			\$0.00
Commercial Color Copies	\$1.50			\$0.00
In-House or Commercial Mylars	\$10.50			\$0.00
Mileage	\$0.575			\$0.00
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	\$89.00			\$0.00
Meals - Per Diem (per person /per day)	\$51.00			\$0.00
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$37,400.40
NMGR				7.8750% INFO ONLY LC 8.3125
				\$2,945.28
TOTAL				7.8750% INFO ONLY Carlsbad 7.6458
				\$40,345.68

April 20, 2020

Mr. Kent Freier
Molzen-Corbin & Associates
2701 Miles Road SE
Albuquerque, NM 87106

Electronic Submittal via Email

RE: Proposal to Update the Airport Layout Plan (ALP) Drawing for Santa Fe Regional Airport

Dear Kent,

In response to your request, Coffman Associates is pleased to submit this proposal to update the Airport Layout Plan (ALP) Drawing for Santa Fe Regional Airport (Airport). The ALP Drawing was originally prepared by Coffman Associates in November 2018 and conditionally approved by the Federal Aviation Administration (FAA) on December 10, 2018. The proposed Scope of Services and Cost Proposal are outlined below. We would expect that the work effort could be completed within 30 days following the notice to proceed, exclusive of governmental reviews and approvals.

SCOPE OF SERVICES – Update ALP Drawing

Description: Update the ALP Drawing that meets the requirements of the FAA. This Scope of Services and associated Cost Proposal consider updating the drawing to meet the requirements of AC 150/5300-13A, Change 1 and Appendix A. ALP Review Checklist ARP SOP 2.00 based upon information and data provided to Coffman Associates.

Molzen-Corbin and Airport staff will provide Coffman Associates with information/data to aid in the update of the ALP Drawing. The following changes as described by Molzen-Corbin are to be made to the ALP Drawing:

- Add: Taxiway K extension
- Add: Spectra Hangars (2)
- Add: Elling Hangar (1)
- Add: Reconfigured Taxiway D
- Add: Updated contours associated with runway safety area (RSA) beyond approach end of Runway 20
- Add: New Electrical Vault
- Add: Jet Center of Santa Fe Hangars (3)
- Add: Terminal Parking Lot Expansion
- Add: Terminal Building Expansion

It is understood that many of the aforementioned facilities have either been constructed or are in the process of being constructed and will be shown as existing facilities on the updated ALP Drawing. Further coordination with Molzen-Corbin and Airport staff will determine their ultimate disposition prior to coordination with the FAA and New Mexico Department of Transportation – Aviation Division (NMDOT)

Kansas City • Phoenix

4835 E. Cactus Rd., Suite #235, Scottsdale, AZ 85254 • Phone: 602.993.6999 • FAX: 602.993.7196

Mr. Kent Freier
April 20, 2020
Page Two

Upon preparing the updated ALP Drawing, a full-size electronic PDF copy of the drawing will be provided to Molzen-Corbin and Airport staff for internal review. The drawing will be appropriately revised based on comments received. Copies of the ALP Drawing will then be prepared for transmittal to the FAA and NMDOT for review. Upon receipt of comments and completion of revisions, final copies of the drawing will be prepared for Airport Manager signature and transmittal to the FAA and NMDOT. It is anticipated that no more than ten (10) copies of the ALP Drawing will be provided to cover FAA/NMDOT initial reviews and final approved copies.

Responsibilities:

Consultant: Coffman Associates will prepare the ALP Drawing to meet the specifications listed above.

Molzen-Corbin/Airport Staff: Provide pertinent information/data to be included and review the ALP Drawing for final approval.

Product: Updated ALP Drawing that meet the requirements of *AC 150/5300-13A, Change 1* and *Appendix A. ALP Review Checklist ARP SOP 2.00* based on the data provided to the Consultant and is reviewed/approved by the FAA and NMDOT.

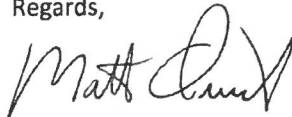
COST PROPOSAL

The following provides a breakdown of the cost associated with the preparation of the updated ALP Drawing based on Coffman Associates' 2020 fee schedule.

Drawing Type	Labor	Expenses	Total Cost
Updated ALP Drawing	\$4,424	\$500	\$4,924

I hope this proposal meets with your approval. In the meantime, if you have any questions or need additional information, please don't hesitate to contact me at 602-993-6999. Thank you for the opportunity to provide our services and I look forward to hearing back from you soon.

Regards,



Matt Quick
Principal

TASK ORDER
TASK ORDER NO. 2018-16

TASK TITLE: RW 02 Approach RSA Grading Observation and Testing

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:
Provide construction observation and materials testing services during construction of the RW 02
Approach grading.

The ENGINEER/ARCHITECT estimates the period of performance to be as follows:
 Services to be rendered within 10 days after receipt of approval from OWNER, to be ready to
 advertise for bids by N/A to be commensurate with FAA funding schedule.

The ENGINEER/ARCHITECT will be paid on Time and Materials basis as stated based upon the
 following estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

Senior Construction Observer 520 Hrs. \$ 85.00 /hr = \$44,200.00

Subconsultants and Other Reimbursable Expenses:

<u>In House Copies 8.5X11, 1,000 @ 0.11</u>	<u>\$110.00</u>
<u>In House Color Copies 8.5X11, 20 @ 1.00</u>	<u>\$20.00</u>
<u>In House Color Copies 11X171, 50 @ 2.00</u>	<u>\$100.00</u>
<u>In House Large Format Plots, 20 @ 3.00</u>	<u>\$60.00</u>
<u>Mileage, 2,000 @ 0.545</u>	<u>\$1,160.00</u>
<u>Postage</u>	<u>\$50.00</u>
<u>Supplies</u>	<u>\$200.00</u>
<u>GeoTest (Materials Testing)</u>	<u>\$11,000.00</u>

SUBTOTAL	<u>\$56,900.00</u>
NMGRT @ <u>7.875</u> %	<u>\$4,480.88</u>
ESTIMATED TASK ORDER TOTAL	\$ <u>\$61,380.88</u>

Proposed by ENGINEER	Recommended By	Approved by CITY
<u>K.W. E</u>		
Date <u>11/04/2020</u>	Date _____	Date _____

Department	Project	P.O. No.	Account Number

For Client Use Only

MOLZENCORBIN**PROJECT INFORMATION SHEET**

RW 02 RSA Grading

City of Santa Fe

Kent Freier

Is this a new budget or a revision?

New

If revision give number of revision

4/29/2020

Project Number Assigned: (If revision, enter number here)

CLIENT INFORMATION

Client Name City of Santa Fe

Client Contact Name

Client Email Address (ONLY IF NEW CLIENT)

Client Address (ONLY IF NEW CLIENT)

Client City, State and Zip (ONLY IF NEW CLIENT)

Client Phone Number (ONLY IF NEW CLIENT)

PROJECT INFORMATION

Start Date:

Approx. End Date:

Project Description:

O&T for earthwork and grading on the 02 RSA

Customer Needs:

O&T for earthwork and grading on the 02 RSA

Funding Agency:

City of Santa Fe

Funding Agency No.: Special Appropriation from Legislature

AGREEMENT INFORMATION

Type of Agreement:

Time and Materials

Calculated Contract Amount

\$56,900.00

If Multiplier, give multiplier:

Yes/No

Enter Budget using Phases

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design (100%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bidding/Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Preliminary Design/Schematics (30%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Development (60%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Documents (90%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Design (100%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bidding/Award	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin. Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Closeout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL SUBS-BASIC FEE

TOTAL OTHER DIRECT EXPENSES

TOTAL BASIC FEE

\$0.00
\$0.00
\$0.00

MOLZENCORBIN

Kent Freier

COST

PROJECTED
FEE

Estimated Construction Length in Months

3

OBSERVATION			
Total Labor From Observation Calculation			\$44,200.00
REIMBURSABLE SUBCONSULTANTS			
	Geotest, Inc.		\$10,000.00
			\$0.00
			\$0.00
			\$0.00
Subconsultant Subtotal			\$10,000.00
Mark-up (if any)	10%		\$1,000.00
SUBTOTAL REIMBURSABLE CONSULTANTS			\$11,000.00
REIMBURSABLE EXPENSES			
		Quantity	
In-House Copies	\$0.11	1,000.00	\$110.00
In-House Color Copies (8 1/2 x 11)	\$1.00	20.00	\$20.00
In-House Color Copies (11 x 17)	\$2.00	50.00	\$100.00
In-House Large Format Plots	\$3.00	20.00	\$60.00
Mileage	\$0.580	2,000.00	\$1,160.00
Commercial Travel			
Lodging - Per Diem (Observer /night)	\$94.00	0.00	\$0.00
Meals - Per Diem (per person /day)	\$55.00	0.00	\$0.00
Photo			
Postage			\$50.00
Supplies/Misc.			\$200.00
Reimbursable Subtotal			\$1,700.00
Markup (if any)	0%		\$0.00
SUBTOTAL REIMBURSABLE EXPENSES			\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES			\$56,900.00
NMGRT	7.8750%	INFO ONLY LC 8.3125	\$4,480.88
TOTAL		INFO ONLY Carlsbad 7.6458	\$61,380.88

CONTRACT AMOUNT
RW 02 RSA Grading
City of Santa Fe

MOLZENCORBIN

Kent Freier

COST **CALCULATED CONTRACT AMOUNT**

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$0.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
Reimbursable Markup (if any)		10%		\$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00
OTHER DIRECT EXPENSES (ODE'S)				
		Quantity		
In-House Copies		\$0.11		\$0.00
In-House Color Copies (8 1/2 x 11)		\$1.00		\$0.00
In-House Color Copies (11 x 17)		\$2.00		\$0.00
In-House Large Format Plots		\$3.00		\$0.00
Commercial Copies		\$0.06		\$0.00
Commercial Prints		\$1.02		\$0.00
Commercial Color Copies		\$1.50		\$0.00
In-House or Commercial Mylars		\$10.50		\$0.00
Mileage		\$0.580		\$0.00
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)		\$94.00		\$0.00
Meals - Per Diem (per person /day) (Verify With Accounting)		\$55.00		\$0.00
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				\$0.00
TOTAL BASIC FEE				\$0.00
REIMBURSABLE SUBCONSULTANTS			Phase	
Subconsultant Subtotal				\$0.00
Mark-up (if any)		10%		\$0.00
Observation Total From Observation Contract Amount (Excluding GRT)				\$56,900.00
In House Survey From Survey Contract Amount (Excluding GRT)				\$0.00
SUBTOTAL ADDITIONAL SERVICES				\$0.00
REIMBURSABLES				
		Quantity		
In-House Copies		\$0.11		\$0.00
In-House Color Copies (8 1/2 x 11)		\$1.00		\$0.00
In-House Color Copies (11 x 17)		\$2.00		\$0.00
In-House Large Format Prints		\$3.00		\$0.00
In-House Large Format Plots		\$3.00		\$0.00
Commercial Copies		\$0.06		\$0.00
Commercial Prints		\$1.02		\$0.00
Commercial Color Copies		\$1.50		\$0.00
In-House or Commercial Mylars		\$10.50		\$0.00
Mileage		\$0.545		\$0.00
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)		\$89.00		\$0.00
Meals - Per Diem (per person /per day)		\$51.00		\$0.00
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$56,900.00
NMGR		7.8750%	INFO ONLY LC 8.3125	\$4,480.88
TOTAL			INFO ONLY Carlsbad 7.6458	\$61,380.88

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED September 5, 2018.**

TASK ORDER NO. 2018-17

TASK TITLE: Taxiway A and C Pavement Rehabilitation Design and Construction Phase Services.

The Owner directs the Engineer/Architect to provide services as described below:
Provide design, bidding and construction administration services for the TW A and C Pavement Rehab.
Consisting of a pavement surface sealer and pavement marking for Taxiways A and C as further
Described on the attached work plan and figures.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 90 days after receipt of written notice to proceed from Airport Manager.
Anticipated construction bid date is September 30, 2020. Also anticipated to be a 100% grant from the
NMDOT Aviation Division.

The Engineer/Architect will be paid on a lump sum basis, based upon the following estimate of the level
of effort:

Manhours: (specify estimated manhours per position and billing rate).

Manhour & Fee Estimate:

<u>Senior Civil Engineer</u>	<u>66</u>	<u>Hrs.</u>	<u>\$ 195.00 /hr =</u>	<u>12,870.00</u>
<u>Professional Engineer</u>	<u>101</u>	<u>Hrs.</u>	<u>\$ 130.00 /hr =</u>	<u>13,130.00</u>
<u>Engineering Intern I</u>	<u>39</u>	<u>Hrs.</u>	<u>\$ 95.00 /hr =</u>	<u>3,705.00</u>
<u>Engineering Design Specialist</u>	<u>60</u>	<u>Hrs.</u>	<u>\$ 120.00/hr =</u>	<u>7,200.00</u>
<u>Administrative Aide</u>	<u>3</u>	<u>Hrs.</u>	<u>\$ 65.00/hr =</u>	<u>195.00</u>
<u>Administrative Grants/Tech</u>	<u>8</u>	<u>Hrs.</u>	<u>\$ 95.00/hr =</u>	<u>760.00</u>
<u>Administrative Support</u>	<u>32</u>	<u>Hrs.</u>	<u>\$ 90.00/hr =</u>	<u>2,880.00</u>

Subconsultants and Other Reimbursable Expenses:

<u>In House Copies 2,000 @ 0.11</u>	<u>220.00</u>
<u>In House Color 8.5 X 11 Copies 20 @ 1.00</u>	<u>20.00</u>
<u>In House Color 11X17 Copies 100 @ 2.00</u>	<u>200.00</u>
<u>Commercial Copies 6,000 @ 0.06</u>	<u>360.00</u>
<u>Commercial Plots 300 @ 1.02</u>	<u>306.00</u>
<u>Mileage 1,800 @ 0.575</u>	<u>1,035.00</u>
<u>Meals 5 @ 55.00</u>	<u>275.00</u>
<u>Postage 1 @ 100.00</u>	<u>100.00</u>
<u>Supplies 1 @ 200.00</u>	<u>200.00</u>

SUBTOTAL		<u>43,456.00</u>
NMGRT @ <u>7.8750</u> %		<u>3,422.16</u>
ESTIMATED TASK ORDER TOTAL	\$	<u>46,878.16</u>

Proposed by ENGINEER

R. W. E. J.
Date 04/29/2020

Recommended By

Date _____

Approved by CITY

Date _____

Aviation			
Department	Project	P.O. No.	Account Number

For Client Use Only

MOLZENCORBIN

PROJECT INFORMATION SHEET

SAF TW A and C Rehab
 City of Santa Fe
 Kent Freier, PE

Is this a new budget or a revision?	
	New
If revision give number of revision	
Project Number Assigned: (If revision, enter number here)	

4/28/2020

CLIENT INFORMATION

Client Name	City of Santa Fe		
Client Contact Name	Mark Baca		
Client Email Address (ONLY IF NEW CLIENT)			
Client Address (ONLY IF NEW CLIENT)			
Client City, State and Zip (ONLY IF NEW CLIENT)			
Client Phone Number (ONLY IF NEW CLIENT)			

PROJECT INFORMATION

Start Date:	5/1/1010	Approx. End Date:	12/30/21
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Project Description: Prepare plans, specs and bid docs to place a surface sealer and pavement markings on Taxiway A and C at SAF

Customer Needs: To utilize a 100% grant from State to complete this pavement maintenance.

Funding Agency:	NMDOT AD	Funding Agency No.:	Not available yet.
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AGREEMENT INFORMATION

Type of Agreement:	Lump Sum	Calculated Contract Amount	\$45,956.00
If Multiplier, give multiplier:			

MOLZENCORBIN

No.	Project Task	CIVIL										ADMINISTRATION				ADMIN. Totals	Grand Totals
		Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants Administrator	ADMIN - Computer Tech.		
I. Pre-Design/Study/Programming																	
1	CADD Management																0.00
2	Project Management																0.00
3	Quality Assurance																0.00
4	Subtotal Hours Pre-Design/Study/Programming	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Pre-Design/Study/Programming	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
III. Preliminary Design/Schematics (30%)																	
1	CADD Management																0.00
2	Project Management																0.00
3	Quality Assurance																0.00
4	Subtotal Hours Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Preliminary Design/Schematics (30%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
III. Design Development (60%)																	
1	CADD Management																0.00
2	Project Management																0.00
3	Quality Assurance																0.00
4	Subtotal Hours Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Design Development (60%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IV. Construction Documents (80%)																	
1	CADD Management																0.00
2	Project Management																0.00
3	Quality Assurance																0.00
4	Subtotal Hours Construction Documents (80%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Construction Documents (80%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
V. Final Design (100%)																	
1	Kickoff meeting			2.00	2.00												4.00
2	Field review			2.00	4.00				4.00								10.00
3	Preliminary Engineering Report			1.00	4.00				4.00								9.00
4	Title Sheet, Loc and Vic map, general notes			1.00	1.00						4.00						5.00
5	CSPP Sheets			1.00	1.00						8.00						10.00
6	Layout sheets			1.00	1.00						16.00						18.00
7	Marking Plans			1.00	1.00						16.00						18.00
8	Marking Details			1.00	1.00				2.00		8.00						11.00
9	Estimates			1.00	1.00				4.00		8.00						13.00
10	CalEx SOP			2.00	2.00						4.00						6.00
11	Contract docs and specs			4.00	8.00						12.00						24.00
12	Legal/Purchasing review			2.00	2.00						4.00						8.00
13	Air Spacing with the FAA			2.00	4.00				2.00		8.00						16.00
14	Meetings with City			1.00	1.00						1.00						2.00
15	Grant application			2.00	2.00						4.00						6.00
16	Coordination meetings with tenants			2.00	2.00						4.00						6.00
17																	0.00
18																	0.00
19																	0.00
20																	0.00
21																	0.00
22	CADD Management																0.00
23	Project Management																0.00
24	Quality Assurance																0.00
	Subtotal Hours Final Design (100%)	0.00	23.00	33.00	0.00	18.00	0.00	62.00	0.00	0.00	134.00	0.00	0.00	0.00	0.00	0.00	158.00
	Subtotal Fees Final Design (100%)	\$0.00	\$4,485.00	\$4,290.00	\$0.00	\$1,520.00	\$0.00	\$7,440.00	\$0.00	\$0.00	\$17,735.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,715.00
VI. Bidding/Award																	
1	Publish Docs for bidding			1.00	2.00						1.00						4.00
2	Questions/RFI/Addenda			2.00	2.00						2.00						6.00
3	Bid opening/Award			2.00	2.00						2.00						6.00

Yes/No

Enter Budget using Phases

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design (100%)	0.00	134.00	0.00	0.00	0.00	22.00	156.00
Bidding/Award	0.00	21.00	0.00	0.00	0.00	17.00	38.00
Construction Admin. Services	0.00	117.00	0.00	0.00	0.00	0.00	117.00
Closeout	0.00	18.00	0.00	0.00	0.00	0.00	18.00
Total	0.00	290.00	0.00	0.00	0.00	39.00	329.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Preliminary Design/Schematics (30%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Development (60%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Documents (90%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Design (100%)	\$0.00	\$17,735.00	\$0.00	\$0.00	\$0.00	\$1,980.00	\$19,715.00
Bidding/Award	\$0.00	\$3,240.00	\$0.00	\$0.00	\$0.00	\$1,495.00	\$4,735.00
Construction Admin. Services	\$0.00	\$16,355.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,355.00
Closeout	\$0.00	\$2,435.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,435.00
Total	\$0.00	\$39,765.00	\$0.00	\$0.00	\$0.00	\$3,475.00	\$43,240.00

TOTAL SUBS-BASIC FEE

\$0.00

TOTAL OTHER DIRECT EXPENSES

\$2,716.00

TOTAL BASIC FEE

\$45,956.00

CONTRACT AMOUNT
SAF TW A and C Rehab
City of Santa Fe

MOLZENCORBIN

Kent Freier, PE

COST

CALCULATED
CONTRACT AMOUNT

BASIC FEE (Labor)					
SUBTOTAL LABOR					\$43,240.00
OTHER DIRECT SUBCONSULTANTS		Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS					\$0.00
<i>Reimbursable Markup (if any)</i>				10%	\$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$0.00	\$0.00
OTHER DIRECT EXPENSES (ODE'S)			Quantity		
In-House Copies		\$0.11	2,000.00	\$220.00	
In-House Color Copies (8 1/2 x 11)		\$1.00	20.00	\$20.00	
In-House Color Copies (11 x 17)		\$2.00	100.00	\$200.00	
In-House Large Format Plots		\$3.00		\$0.00	
Commercial Copies		\$0.06	6,000.00	\$360.00	
Commercial Prints		\$1.02	300.00	\$306.00	
Commercial Color Copies		\$1.50		\$0.00	
In-House or Commercial Mylars		\$10.50		\$0.00	
Mileage		\$0.575	1,800.00	\$1,035.00	
Commercial Travel					
Lodging-Per Diem (Verify With Accounting)		\$94.00		\$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)		\$55.00	5.00	\$275.00	
Photo					
Postage				\$100.00	
Supplies				\$200.00	
SUBTOTAL OTHER DIRECT EXPENSES					\$2,716.00
TOTAL BASIC FEE					\$45,956.00
REIMBURSABLE SUBCONSULTANTS			Phase		
Subconsultant Subtotal				\$0.00	\$0.00
<i>Mark-up (if any)</i>				10%	\$0.00
Observation Total From Observation Contract Amount (Excluding GRT)					\$0.00
In House Survey From Survey Contract Amount (Excluding GRT)					\$0.00
SUBTOTAL ADDITIONAL SERVICES				\$0.00	\$0.00
REIMBURSABLES			Quantity		
In-House Copies		\$0.11		\$0.00	
In-House Color Copies (8 1/2 x 11)		\$1.00		\$0.00	
In-House Color Copies (11 x 17)		\$2.00		\$0.00	
In-House Large Format Prints		\$3.00		\$0.00	
In-House Large Fomat Plots		\$3.00		\$0.00	
Commercial Copies		\$0.06		\$0.00	
Commercial Prints		\$1.02		\$0.00	
Commercial Color Copies		\$1.50		\$0.00	
In-House or Commercial Mylars		\$10.50		\$0.00	
Mileage		\$0.575		\$0.00	
Bidding Documents (Specs & Plans)					
Commercial Travel					
Lodging-Per Diem (per person/per day)		\$89.00		\$0.00	
Meals - Per Diem (per person /per day)		\$51.00		\$0.00	
Photo					
Postage					
Supplies/Misc.					
SUBTOTAL REIMBURSABLES					\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES					\$45,956.00
NMGRT				7.8750%	\$3,619.04
TOTAL				INFO ONLY Carlsbad 7.6458	\$49,575.04

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED September 5, 2018.**

TASK ORDER NO. 2018-18

TASK TITLE: Terminal Building Expansion Fundamental & Enhanced Commissioning

The Owner directs the Engineer/Architect to provide services as described below:
Provide Fundamental Commissioning, a LEED Prerequisite and Enhanced Commissioning for 3
Additional LEED Credits & Monitoring Based Commissioning (1 LEED Point) & Envelope
Commissioning (2 LEED Points)

The Engineer/Architect estimates the period of performance to be as follows:
Services to be commenced within 5 days after receipt of written notice to proceed from Airport Manager.
Schedule for services is in separate attachment. The Engineer/Architect will be paid on a lump sum basis:

Cx LEED SERVICES FUNDAMENTAL, ENHANCED, MONITORING, & ENVELOPE	
Tasks	Fees
Fundamental Commissioning - LEED Prerequisite	\$25,720.00
Enhanced Commissioning Additional 3 LEED Points	\$8,700.00
Monitoring Based Commissioning 1 LEED Point	\$3,750.00
Building Envelope Commissioning 2 LEED Points	\$10,530.00
SUBTOTAL PCD Engineering	\$48,700.00
Markup 10%	\$4,870.00
SUBTOTAL	\$53,570.00
Applicable GRT 8.4375%	\$4,519.97
TOTAL	\$58,089.97

**Proposed by
ENGINEER/ARCHITECT**

Recommended By

Approved by CITY


John Quinn Pate, RA/RLA
Vice President

Date 11/4/20 Date _____ Date _____

Aviation Department	Project	P.O. No.	Account Number
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