City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 04, 2021
6:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

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

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
    a. Regular Finance Committee – November 30, 2020
6. **PRESENTATION**
    a. Staff Presentation

7. 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
Finance Committee: 1/4/21
Governing Body: 1/13/21

b. 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

c. 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

d. 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, lmgarcia@santafenm.gov, 955-2241)

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

e. Request for Approval of 2020 Emergency Management Performance Grant in the Total Amount of $175,160 for Salary and Benefits. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov | 505-955-6704)

COMMITTEE REVIEW:
Quality of Life Committee: 12/2/20
Finance Committee: 1/4/21
Governing Body: 2/1/21

f. 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

g. Request to Replace and Purchase two (2) Aerial Lift Trucks in the amount of $342,238.00 for Traffic Signal Operations. (Regina Wheeler, PW Department Director, rawheeler@santafenm.gov)

h. Consideration of Resolution No. 2021-__. (Mayor Webber, Councilor Garcia, Councilor Villarreal, Councilor Cassutt-Sanchez, Councilor Vigil Coppler, Councilor Romero-Wirth, and Councilor Lindell)
A Resolution Hosting Community Conversations and Establishing a Special City Committee On Santa Fe's Cultures, Histories, Art, Reconciliation, and

Truth. (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Public Works and Utilities Committee: 10/26/20
Quality of Life Committee: 11/4/20
Public Works and Utilities Committee: 11/9/20
Special Finance Committee: 11/16/20
Governing Body: 12/16/20
Finance Committee: 1/4/21
Public Works and Utilities Committee: 1/11/21
Governing Body: 1/13/21

i. Request for the Approval of the Agreement between the City of Santa Fe and American Traffic Solutions, Inc, dba Verra Mobility for providing equipment and services for the Santa Fe Traffic Operations Program (STOP); American Traffic Solutions, Inc, dba Verra Mobility; Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

Committee Review:
Finance Committee: 1/4/21
Quality of Life Committee: 1/10/21
Governing Body: 1/27/21

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

a. Discussion of 2021 Finance Committee related initiatives.

11. **NEXT MEETING: January 19 2021**

12. **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.

City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
NOVEMBER 30, 2020
5:00 PM

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

Members Present:

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

Members Excused:

Others Attending:

Jesse Guillen, Legislative Liaison
Bradley Fluetsch, Cash and Investment Manager
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Alexis Lotero, Attendee
Andy Hopkins, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to approve the as presented.

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

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

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the as amended. Items h, i and j pulled for discussion.

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

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

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee – November 2, 2020

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the November 2nd Minutes as presented.

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

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

Against: None

Abstain: None

b. Special Finance Committee – November 16, 2020

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the November 16th Minutes as amended. The motion and abstention to be amended.

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

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

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. Request for the Approval of a Non-Client Agreement Collaborative Member Agency in the Total Amount of $390,000.00 for Opiate Outreach Services.

New Mexico Behavioral Health Services Division via Falling Colors. (Andres J. Mercado, Battalion Chief - MIH; ajmercado@santafenm.gov, (505)955-3604).

Committee Review:
Quality of Life Committee: 11/04/2020
Finance Committee: 11/30/2020
Governing Body: 12/09/2020

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Grants as presented.

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

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

Against: None

Abstain: None

b. 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)

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

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Contract as presented.

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

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

Against: None

Abstain: None

c. 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

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Contract as presented.

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

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

Against: None

Abstain: None

d. 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)

Committee Review:
Public Works and Utilities Committee - 11/09/2020

Finance Committee - 11/30/2020
Governing Body - 12/09/2020

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Contract as presented.

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

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

Against: None

Abstain: None

e. Request for Approval to join the San Juan Chama Contractors Association for an Annual Amount of $2,615. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

Committee Review:
Quality of Life: 10/07/2020
Governing Body: 12/09/2020

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Informational as presented.

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

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

Against: None

Abstain: None

f. Request for the Approval of Professional Services Contract with LSC Transportation Planning, Inc for the Purpose of Developing a Multi-Modal

Transition Plan for the City of Santa Fe not to Exceed $225,000 Starting December 1st, 2020 and Terminating on April 30th, 2022. (Erick J. Aune, Santa Fe MPO Officer, ejaune@santafenm.gov, 955.6664)

Committee Review:
Public Works & Utilities Committee: 10/26/2020
Finance Committee: 11/30/2020
Governing Body: 12/09/2020

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Contract as presented.

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

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

Against: None

Abstain: None

g. 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)

Committee Review:
Public Works and Utilities Committee: 11/9/20
Finance Committee: 11/30/20
Governing Body: 12/9/20

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Resolution as presented.

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

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

Against: None

Abstain: None

h. 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)

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

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Land Use Cases as presented on discussion.

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

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

Against: None

Abstain: None

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the Grants as presented on discussion.

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

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

Against: None

Abstain: None

j. 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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Resolution as presented on discussion.

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

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

Against: None

Abstain: Councilor Villarreal

k. Request for the Approval of the Budget Amendment Resolution-North Central New Mexico Economic Development District-Non Metro Area Agency on Aging Covid-19 CARES Federal Sub-Award. Item # 20-0591 (Munis Contract #3202384) in the Amount of $166,644.57. The Covid-19 CARES Federal Sub-Award Grant Funds will be Utilized to Provide Services to our Eligible Senior Clientele who Receive In-Home Support, Transportation, and Nutrition. (Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov 505-955-4710)

Committee Review:
Finance Committee: 11/30/2020
Quality of Life Committee: 12/2/2020
Governing Body: 12/9/2020

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Grants as presented.

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

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

Against: None

Abstain: None

l. Consideration of Bill No. 2020-__: An Ordinance Amending Section 16-15.2 SFCC 1987 to Remove the Possibility of Imprisonment for the Conviction of a Violation of the Section. (Councilors Rivera and Cassutt-Sanchez) (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

Committee Review:
Finance Committee: 11/30/20
Quality of Life Committee: 12/2/20
Governing Body (request to publish): 12/9/20
Governing Body (public hearing): 1/13/21

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Bill as presented.

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

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

Against: None

Abstain: None

m. Consideration of Resolution No. 2020-__: A Resolution Adopting the City of Santa Fe Mitigation Plan. (Councilors Garcia and Vigil Coppler) (Kyle Mason, Emergency Management Director, 505-955-6704, kamason@santafenm.gov)

Committee Review:
Finance Committee: 11/30/20
Quality of Life Committee: 12/2/20
Governing Body: 12/9/20

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Resolution as presented.

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

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

Against: None

Abstain: None

n. Consideration of Resolution No. 2020-__: A Resolution Urging the New Mexico State Legislature to Establish a State Public Bank, Owned by and for the People of New Mexico, During the 2021 Legislative Session. (Mayor Webber, Councilors Villarreal, Cassutt-Sanchez, Lindell, and Romero-Wirth) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Committee Review:
Finance Committee: 11/30/20
Quality of Life Committee: 12/2/20
Governing Body: 12/9/20

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Resolution as presented.

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

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

Against: None

Abstain: None

7. **PRESENTATION**

a. First Quarter Financial Update. (Andy Hopkins, Senior Budget Analyst, ajhopkins@santafenm.gov, 955-6177, Bradley Fluetch, Financial Planning and Reporting Manager, bjfluetsch@santafenm.gov, 955-6185).

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: January 04 2021**

12. **ADJOURN**

Liaison

Chair

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 MM
MM
Jessie Esparza, Parks Project Specialist JE
JE

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

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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

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

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

WHEREAS, Ron 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; and

WHEREAS, before and after retirement, 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; and

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

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

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

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

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

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

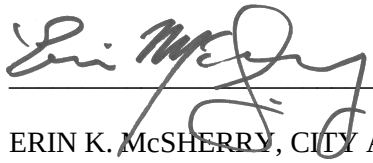
ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Rename Alto Park

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Rename Alto Park

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 1, line 24 ***strike*** "2019" and ***insert*** in lieu thereof "2018"

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Bustos-Mihelcic, City Clerk

Exhibit A: Santa Fe New Mexican Story (12/27/2018)

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.

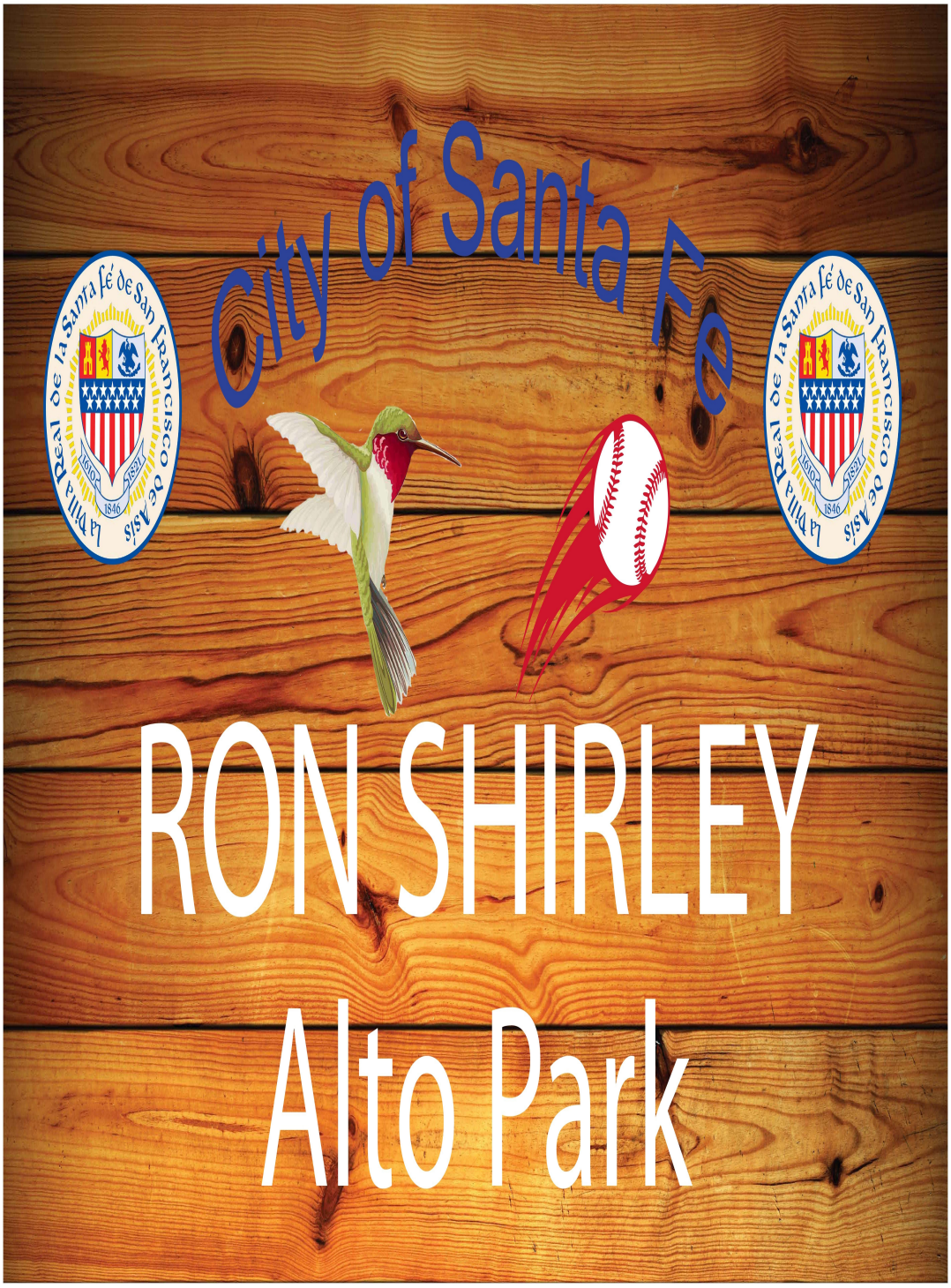
He also worked as an Elementary and High School substitute creating special relationships with the students, teachers, and principals. He became sought after to sub at schools.

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
La Villa Real de la Santa Fé de San Francisco de Asís
1610
1846
1887
RON SHIRLEY
Alto Park

FIR No. 3292

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: _____ Date: Nov 6, 2020

Reviewed by Finance Director: _____ 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
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$344.88	$	$		NR	1004150	$344.88
Total:	$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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020
ISSUE NO. 8A 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 Finance Committee: 1/4/21 Governing Body: 1/13/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/4/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe New Mexico
MEMO

DATE: 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, jcdickinson@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: jcdickinson@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: _____

CONTRACTOR:
Albuquerque Asphalt, Inc.

NAME Robert B. Wood
President
TITLE

DATE: 11/17/20

CRS#: 011-37714-003

Registration #: 20-00111800

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-19545OE
Business Unit Line Item AL
AL

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: _____

Fran Dunaway (Nov 18, 2020 17:03 MST) Nov 18, 2020

Purchasing Officer Review: Date:

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

4. Funding Source: Federal Aviation Administration Org / Object: 5450407.572970

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

Budget Officer Approval: Date:

Comment & Exceptions:

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

Email: jcdickinson@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		$ 1,956,298.24		$ 2,002,787.60		$ 2,610,730.00
		Subtotal Bid Items for Base Bid Lot 1				$ 2,084,276.50		$ 1,956,298.24		$ 2,002,787.60		$ 2,610,730.00
		NMGRT @ 8.4375%				$ 175,860.83		$ 165,062.66		$ 168,985.20		$ 220,280.34
		Total Base Bid Lot 1 including NMGRT				$ 2,260,137.33		$ 2,121,360.90		$ 2,171,772.80		$ 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.

					Engineer's Estimate		Albuquerque Asphalt		TLC Plumbing & Utility		Mountain States Construction	
Item	**Spec No.**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**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	$ 33,500.00	$ 28,000.00	$ 28,000.00	$ 63,000.00	$ 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	$ 4,000.00	$ 45,000.00	$ 45,000.00	$ 3,000.00	$ 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	$ 700.00	$ 910.00	$ 910.00	$ 2,000.00	$ 2,000.00
4		Remove and Salvage Existing Taxiway MITL Fixtures, Edge Lights, Complete	EA	61	$ 30.00	$ 1,830.00	$ 40.00	$ 2,440.00	$ 45.00	$ 2,745.00	$ 50.00	$ 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	$ 1.63	$ 10,921.00	$ 1.80	$ 12,060.00	$ 2.00	$ 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	$ 326.00	$ 1,956.00	$ 360.00	$ 2,160.00	$ 600.00	$ 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	$ 326.00	$ 360.00	$ 360.00	$ 400.00	$ 400.00
8		Remove Existing Pull Box, Complete	EA	11	$ 100.00	$ 1,100.00	$ 115.00	$ 1,265.00	$ 130.00	$ 1,430.00	$ 120.00	$ 1,320.00
9		Remove Existing Duct Markers, Complete	EA	9	$ 25.00	$ 225.00	$ 57.00	$ 513.00	$ 65.00	$ 585.00	$ 65.00	$ 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	$ 2.00	$ 20,000.00	$ 2.20	$ 22,000.00	$ 2.20	$ 22,000.00
11	L-108	Trenching for Cable, Backfill, Complete in Place	LF	5,800	$ 3.25	$ 18,850.00	$ 4.56	$ 26,448.00	$ 5.05	$ 29,290.00	$ 5.00	$ 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	$ 1.41	$ 13,395.00	$ 1.60	$ 15,200.00	$ 2.00	$ 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	$ 3.26	$ 18,908.00	$ 3.60	$ 20,880.00	$ 4.00	$ 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	$ 2.17	$ 14,539.00	$ 2.40	$ 16,080.00	$ 3.00	$ 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	$ 66.00	$ 12,540.00	$ 72.00	$ 13,680.00	$ 80.00	$ 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	$ 82.00	$ 6,970.00	$ 90.00	$ 7,650.00	$ 100.00	$ 8,500.00
17	L-115	Electrical Pull Box (36"x24"x30"), Polymer Concrete	EA	6	$ 1,100.00	$ 6,600.00	$ 1,250.00	$ 7,500.00	$ 1,400.00	$ 8,400.00	$ 1,400.00	$ 8,400.00
18	L-115	L-867 Class I Steel Base Can Encased in Concrete, Complete	EA	3	$ 575.00	$ 1,725.00	$ 760.00	$ 2,280.00	$ 845.00	$ 2,535.00	$ 900.00	$ 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	$ 1,420.00	$ 97,980.00	$ 1,570.00	$ 108,330.00	$ 1,600.00	$ 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	$ 5,200.00	$ 20,800.00	$ 5,745.00	$ 22,980.00	$ 6,000.00	$ 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	$ 2,165.00	$ 2,400.00	$ 2,400.00	$ 2,500.00	$ 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-125	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
				NMGRT @ 8.4375%		$ 28,470.66		$ 26,046.23		$ 32,937.89		$ 33,332.77
				Total Base Bid Lot 2 including NMGRT		$ 365,900.66		$ 334,742.23		$ 423,312.89		$ 428,387.77
				Subtotal Bid Items for Base Bid Lots 1 & 2		$ 2,421,706.50		$ 2,264,994.24		$ 2,393,162.60		$ 3,005,785.00
				NMGRT @ 8.4375%		$ 204,331.49		$ 191,108.89		$ 201,923.09		$ 253,613.11
				Total Base Bid Lots 1 & 2 including NMGRT		$ 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 (*).

Lara 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 (Nov 18, 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.

ALBUASP-01 TABERNATHY

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. 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 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Tina Abernathy PHONE (A/C, No, Ext): (505) 348-1832 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: tina.abernathy@hubinternational.com
INSURED Albuquerque Asphalt, Inc. PO Box 66450 Albuquerque, NM 87193	INSURER A : The Travelers Indemnity Company of America — 25666 INSURER B : Charter Oak Fire Insurance Company — 25615 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Travelers Indemnity Company — 25658 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	DTCO2784P502TIA20	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	810-3L128429-20-26-G	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP0K2883202026	1/1/2020	1/1/2021	EACH OCCURRENCE AGGREGATE	$ 12,000,000 $ 12,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB9J5697542026	1/1/2020	1/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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
P. O. Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ALBUASP-01 TABERNATHY

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
HUB International Insurance Services (SOW)	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.

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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-peq7OflOfQ1u35y6Xza7kvPFqLSX

"GB AIRPORT ABQ ASPHALT TAXIWAY GOLF RECONSTRUCTION" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
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Agreement completed.
2020-11-19 - 0:03:08 AM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020
ISSUE NO. 8E 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/4/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe New Mexico
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)

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%).

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

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

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

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

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

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

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

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Enhanced Mobility Funding

FIR No. 3286

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 23, 2020 17:49 MST)

Email: dachapman@santafenm.gov

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

Email: rawheeler@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020

ISSUE NO. 8F

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/4/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
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 SJ
Shirlene E. Sitton, Environmental Services Division Director SS SS

FROM: Lawrence Garcia, ESD Maintenance Manager LG LG

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

Item #_____
Munis Contract #3200173

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 reeds 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: 9/15/2020

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.

Invoice:
As Requested

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

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

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 Trosper

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

Bill Williams Tire Center

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 BIII Williams

Final Audit Report 2020-09-17

Created:	2020-09-17
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
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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 TRANSFERRABLE 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	CONTACT NAME: Susan Sandel	
Capstone Strategies LLC 1002 W. Wall Street Midland TX 79701	PHONE (A/C, No, Ext): (432) 620-8883	FAX (A/C, No): (888) 765-1312
	E-MAIL ADDRESS: ssandel@capstonelp.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federated Mutual Insurance Company	13935
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Broadway Motors Inc, Bill Williams Tire Center, PO Box 1772, Midland TX 79702

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

R. Bill

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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 9/23/20
Fran Dunaway (Sep 23, 2020 11:45 MDT)

Purchasing Officer Review

Comments or Exceptions: 3 year of a 4 year contracct 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	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	Bid Tab
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☒	Other: _____

Lawrence Garcia, ESD Maintenance Manager
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Fran Dunaway 9/23/20
Fran Dunaway (Sep 23, 2020 11:45 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☐	☒	Final Bid Document
☐	☒	Final RFQ
☐	☒	Copy of legal solicitation published in the newspaper, website, etc.
☐	☒	All addendums
☐	☒	Plan holders list
☐	☒	Complete evaluation score sheets
☐	☒	Copies of all RFQ submittals
☐	☒	Copies of all bid submittals
☐	☒	Bid Tab

*

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

AWARD*

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

DISCLOSURES*

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

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☐	☒	Copy of all documentation presented to the Committees
☐	☒	Finalized Council Committee Minutes
☐	☒	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☒	Local Preference Form
☐	☒	New Mexico Residence Form
☐	☒	Veterans Exemption

*

☐ ☒ Other: _____

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

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☒	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	
☐	☒	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

*

CITY OF SANTA FE ITEM # 18-0287

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:

JAVIER M. GONZALES, MAYOR

DATE: 2/28/18

CONTRACTOR:

see attached
BRIAN B. LATIMORE MANAGER

DATE:
CRS# 02-058683-00-3
City of Santa Fe Business
Registration # 17-00132772

ATTEST:

YOLANDA Y. VIGIL,
CITY CLER
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.

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:

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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:

_____
ALAN M. WEBBER, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL,
CITY CLER

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:

11/2/18
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

11/4/18
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: lmgarcia@santafenm.gov

Signature: Shirlene Sitton
Shirlene Sitton (Sep 21, 2020 15:54 MDT)

Email: sesitton@santafenm.gov

Signature:
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:	CBJCHBCAABAAMjLAGHLTUJu6WI6Xa76A0QBEXBIguj3s

"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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020

ISSUE NO. 8G

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, lmgarcia@santafenm.gov, 955-2241)

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/4/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

Date: August 31, 2020

To: Quality of Life Committee

Finance Committee

Jarel LaPan Hill, City Manager

City Council

From: Kyle Mason, Emergency Management Director KM

Subject: 2020 Emergency Management Performance Grant Acceptance

Summary:

Attached is the 2020 Emergency Management Performance Grant (EMPG) Program sub-grant agreement covering the period between July 1, 2020 and June 30, 2021. The Budget Adjustment Request is also attached. This sub-grant covers up to $87,580 for a new City of Santa Fe Emergency Management Coordinator position, with the City providing an equal match of this match from the payment of the Emergency Management Director's regular salary. This new position's salary and benefits would be reimbursed by the New Mexico Department of Homeland Security and Emergency Management on a quarterly bases.

Background:

The City of Santa Fe applied for this reimbursable Federal Preparedness Grant through the United States Department of Homeland Security and the Federal Emergency Management Agency, and administered by the New Mexico Department of Homeland Security and Emergency Management (NM DHSEM) to fund the City's Emergency Management Specialist Position. This grant previously funded the Emergency Management Director from 2008 through 2018 when it was converted to a city funded position. In 2018 this grant funded renovations of a facility at Midtown to act as the City's Emergency Operations Center.

The Emergency Management Director is responsible for ensuring the conditions of this grant are met, including providing and receiving required training, conducting emergency response exercises, and developing and maintaining appropriate emergency management plans for the City.

Recommended Action:

Request for Acceptance of the 2020 Emergency Management Performance sub-grant agreement in the Total Amount of $175,160.

If you have any questions, please do not hesitate to contact me at kamason@santafenm.gov, 505-955-6704.

State of New Mexico

DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

P.O. Box 27111

Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT

2020 Emergency Management Performance Grant (EMPG)

2020 Federal Grant No.: EMT-2020-EP-00005-S01 CFDA No.: 97.042

1. SUB-GRANT NO.	2. SUB-RECIPIENT NAME	3. FIDUCIARY NAME
EMT-2020-EP-00005-S01 Santa Fe, City of	Santa Fe, City of	Santa Fe, City of

4. SUPPLIER ID	5. EIN NUMBER	6. DUNS NUMBER	7. CAGE CODE
54360	85-6000168	069420818	4C987

8. SUB- RECIPIENT PHYSICAL ADDRESS	9. SUB-RECIPIENT REMIT ADDRESS
200 Lincoln Avenue Santa Fe, NM 87501	200 Lincoln Avenue Santa Fe, NM 87501

10. DHSEM CONTACT NAME:	11.	
Victoria Romero	CONTACT EMAIL ADDRESS:	DHSEM.Grants@state.nm.us

12a. PERFORMANCE PERIOD START DATE	July 1, 2020	12b. PERFORMANCE PERIOD END DATE	June 30, 2021

13a. EMPG FEDERAL AWARD	13b. EMPG LOCAL MATCH
$87,580.00	$87,580.00

	14a. NAME OF PROJECT AWARD	14b. AMOUNT AWARDED
1	Salary & Benefits	$ 87,580.00
2		$
3		$
4		$
	TOTAL FEDERAL AMOUNT AWARDED	$ 87,580.00

15. RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the United States Department of Homeland Security (DHS) to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, **Santa Fe, City of** .

WHEREAS, funding has been obligated from the United States Department of Homeland Security (DHS) pursuant to a request by the applicant, sub-recipient, and sub-grantee, **Santa Fe, City of.**
NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-grantee, **Santa Fe, City of** as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional sub-grant agreement documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:

- Attachment I Required Reimbursement Checklist
- 2020 Emergency Performance Grant Program Application
- 2020 Emergency Performance Grant Program Guidelines
- 2020 Emergency Performance Grant Work Plan
- 2020 Emergency Performance Grant Program Notice of Funding Opportunity (DHS-18-GPD-042-06-01)

ARTICLE 2: SCOPE OF WORK

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), **Santa Fe, City of** shall use EMPG funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **Santa Fe, City of** to pay salary and benefits for the designated and approved staff previously identified in the EMPG grant application, and approved by the DHSEM Secretary. **Santa Fe, City of** shall match the Federal Award of **$87,580.00**, with a local jurisdictional amount of **$87,580.00,** for a total project cost of **$175,160.00.** All work performed pursuant to this agreement must comply with the approved EMPG work plan. All work must be completed within the performance period, between **July 1, 2020** and **June 30, 2021**. **Santa Fe, City of** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by **Santa Fe, City of**.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub–grantee must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation and funds may be de–obligated and reallocated to other projects.

ARTICLE 4: REPORTING REQUIREMENTS

The sub recipient, **Santa Fe, City of** shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Use of outdated forms will not be accepted. All Quarterly reports are due: October 30, January 30, April 30, and July 30 within the period of performance beginning after the conclusion of the first quarter of grant activity. Requests for payment will be processed if both quarterly reports are received timely. Final reports are due 15 days after the end of Period of Performance. The Final Narrative Report will suffice as the Final Performance Progress Report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by both the Quarterly Financial Progress and Performance Progress reports. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Payments may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least ***monthly*** for expenditures within the performance period. Expenditures must be supported with source documentation (e.g. copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement if quarterly performance and fiscal reports are not submitted.

CONTRACTS: ***All contracts must be submitted for DHSEM review prior to implementation.***
LOCAL MATCH: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
EQUIPMENT: Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval.
TRAVEL: All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.
PER DIEM: Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.
TRAINING: Requires DHSEM pre–approval 30 days prior to registering or participating in training opportunities.
EXERCISE: Requires submission of an After–Action Report/Improvement Plan within 60 days after conduct of exercise.
FOOD AND BEVERAGES: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
    - The cost of the food and/or beverages provided is considered to be reasonable;

- The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
- Participation by all participants is mandatory; and
- The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

NON-REIMBURSABLE EXPENSES:

- Training and related travel costs not pre-approved by DHSEM.
- Construction and renovation.
- Indirect costs
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund–raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Non-Personnel expenses not pre-approved by DHSEM via Request for Approval.

ARTICLE 6: PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

- Progress in achieving project timelines and milestones.
- Percent measurable progress toward completion of project.
- How funds have been expended during reporting period, and explaining expenditures related to the project.

ARTICLE 7: SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits. Technical assistance is available from DHSEM staff.

ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326 and Appendix II. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

ARTICLE 9: CONTRACTS

Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub–recipient expending $750,000.00 or more in Federal funds in the organization's fiscal year to conduct an organization–wide audit in accordance with 2 CFR 500 Subpart F. **Santa Fe, City of** will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 CFR 500 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after **Santa Fe, City of** receives its audit report, or within a 9–month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-recipient must provide information to DHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 13: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.

ARTICLE 14: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 15: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

ARTICLE 16: OTHER GENERAL PROVISIONS

- The performance period for this grant award is **July 1, 2020** through **June 30, 2021**. Further, all personnel related grant activity must be completed between **July 1, 2020** and **June 30, 2021**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. **All obligated and encumbered funds must be liquidated within 15 days of the end of the performance period when the Final Progress and Financial Reports are due.**

- The 2020 SAFECOM *Guidance*, in coordination with stakeholders and Federal partners, and the 2014 National Emergency Communications Plan, targets funding priorities to address:

    - Priority 1: Governance and Leadership
    - Priority 2: Statewide Planning and Procedures for Emergency Communications
    - Priority 3: Emergency Communications Training and Exercises
    - Priority 4: Activities that Enhance Operational Coordination
    - Priority 5: Standards-Based Technology and Equipment

- Deployable / Shareable Assets - All assets supported in part or entirely with FY 2020 EMPG funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements.

- All assets supported in part or entirely with FY2020 EMPG funding that may not be physically deployable but support national response capabilities, such as interoperable communications

systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of the New Mexico Department of Homeland Security and Emergency Management.

- The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO and the FY2020 State Emergency Performance Grant Program Guidance, State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

- The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.

- The signature of the signatory officials on this award attests to **Santa Fe, City of** understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

- **Santa Fe, City of** shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other Federal, State or local agencies, and each award is accounted for separately.

- **Santa Fe, City of** shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. **Santa Fe, City of** will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

- **Santa Fe, City of** certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for recipients of less than $25,000.00 or fewer than 50 employees.

- **Santa Fe, City of** certifies that its employees are eligible to work in the U.S. as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

- It is the responsibility of **Santa Fe, City of** as the recipient of these federal funds to fully understand and comply with the requirements of:
  - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements, OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002

- Whistleblower Protection Act
    - 10 U.S.C Section 2409
    - 41 U.S .C. 4712
    - 10 U.S.C. Section 2324
    - 41 U. S. C. Sections 4304
    - 41 U. S. C. Sections 4310
- Use of DHS Seal, Logo and Flags - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
- USA Patriot Act of 2001, 18 U.S.C. Sections175 175c
- Universal Identifier and System of Award Management (SAM), 2 C.F.R. Part 25, Appendix A
- Reporting of Matters Related to Recipient Integrity and Performance, 2 C.F.R. Part 200
- Rehabilitation Act of 1973, 29 U.S.C. Section 794
- Trafficking Victims Protection Act of 2000, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 1 75.15
- Terrorist Financing
- SAFECOM
- Reporting Sub-Awards and Executive Compensation
- Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act
- Environmental Protection Agency (EPA) 40 C. F.R. Part 247
- Patents and Intellectual Property Rights
    - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. , 37 C.F.R. Part 401 , 37 C.F.R. Section 401.14
- DHS/FEMA EMPG Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- Non-supplanting Requirement - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- Lobbying Prohibitions, 31 U.S.C. Section 1352
- Limited English Proficiency (Civil Rights Act of 1964, Title VI), https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited
- Hotel and Motel Fire Safety Act of 1990
- Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. Section 2225
- Fly America Act of 1974, 49 U.S.C. Section 41102, 49 U.S.C. Section 40118
- Comptroller General Decision B-138942
- Best Practices for Collection and Use of Personally Identifiable Information (PII) - DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

- Americans with Disabilities Act of 1990, 42 U. S. C. Sections 12101 and 12213
- Age Discrimination Act of 1975, Title 42 U.S. Code Section 6101 et seq.
- Activities Conducted Abroad - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Acknowledgment of Federal Funding from DHS - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- Federal Leadership on Reducing Text Messaging while Driving
- Federal Debt Status
- False Claims Act and Program Fraud Civil Remedies, 31 U. S. C..- Section 3729, 31 U. S.C. Section 3801-3812
- Energy Policy and Conservation Act, 42 U.S.C. Section 6201
- Education Amendments of 1972 (Equal Opportunity in Education Act), 20 U.S.C. Section 1681 et seq., 6 C.F.R. Part 17 and 44 C.F.R. Part 19
- Duplication of Benefits, 2 C.F. R. Part 200, Subpart E
- Drug-Free Workplace Regulations, 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001
- Debarment and Suspension, Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180
- Copyright, 17 U.S.C. sections 401 and 402
- Civil Rights Act of 1968, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201
- Civil Rights Act of 1964 - Title VI, 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7
- DHS Specific Acknowledgements and Assurances
    - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
    - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
    - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
    - Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
    - Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
    - If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
- The United States has the right to seek judicial enforcement of these obligations.

- Disposition of Equipment Acquired Under the Federal Award, 2 C.F.R. Section 200.313
- National Environmental Policy Act, National Environmental Policy Act (NEPA), Council on Environmental Quality (CEO) Regulations for Implementing the Procedural Provisions of NEPA
- Nondiscrimination in Matters Pertaining to Faith-based Organizations, 6 C. F. R. Part 19

ARTICLE 17: PENALTY FOR NON COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- Unwillingness or inability to attain project goals
- Unwillingness or inability to adhere to Special Conditions listed on Page 13
- Failure or inability to adhere to grant guidelines and federal compliance requirements
- Improper procedures regarding contracts and procurements
- Inability to submit reliable and/or timely reports
- Management systems which do not meet federal required management standards
- Failure or inability to adhere to the terms and conditions of this agreement

ARTICLE 18: TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

ARTICLE 19: SPECIAL CONDITIONS

*Grant funds cannot be expended until these conditions have been met.

- EMPG Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Preparedness Grants Manual and the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the Preparedness Grants Manual and the NOFO.
- The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Local Preparedness Program, Training and Exercise Program, and Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.
- All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
- All sub-recipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.
- All sub-recipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every May 30 every 2 years.
- All sub-recipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan (TICP) every year.
- All sub-recipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP).
- All Whole Community Preparedness sub-recipients must have a coordinating body to serve as their Citizen Corps Whole Community Council, with membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, EMS, public health, hospitals, HCCs, or their designee, elected officials, the private sector especially privately owned critical infrastructure, private nonprofits, nongovernmental organizations including faith-based, community-based, and voluntary organizations and advocacy groups.
- All EMPG funded personnel shall participate in exercises as a controller, evaluator, facilitator, player, or planning team member within the 12 month performance period of this award; performance progress for each funded position will be measured on each quarterly report. All AAR/IP and/or AAR/IP input forms must be sent to the DHSEM Exercise Officer no later than 60 days after the exercise.
- All EMPG performance activities will be monitored by the Local Preparedness Program on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.
- Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 15 days after the end of Period of Performance.
- All equipment must be purchased and deployed in accordance set forth in the FY 2020 EMPG NOFO. All assets supported in part or entirely with FY 2020 EMPG funding must be readily deployable to support emergency or disaster operations per existing EMAC agreements.

- A DHSEM Approved Request for Approval is required prior to any non-personnel purchases/expenditures.
- All requests must be reviewed and approved by the Local Preparedness Program. All requests must meet the original scope of the project. All approved revisions shall result in a subgrant amendment.
- If a revision of the project(s) scope of work is requested, it must be pre-approved by the Local Preparedness Program before the jurisdiction can proceed with the Request for Approval (RFA) process. If the revision is approved, the Local Preparedness Program may request additional documentation to proceed with recommendation to DHSEM Leadership for final approval.
- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
- All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
- The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) screening form must be submitted prior to any ground disturbance, modification to buildings, etc.
- Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.
- Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
- All Contracts for goods and services, to include the project scope of work, must be reviewed and approved by the LPC and ASB before execution, to include signing of contract between parties.
- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.
- Extensions due to exigent or emergency circumstances will be determined by DHSEM on a case-by-case basis. Applicants who experience technical issues must notify the Local Preparedness Coordinator assigned to their area.

State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee **Santa Fe, City of** to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SUB-RECIPIENT GRANT AGREEMENT

Signature of Acceptance

SUB RECIPIENT SIGNATURES			
SIGNATURE OF EMERGENCY MANAGEMENT PROGRAM MANAGER			
PRINTED NAME: Kyle Mason			
OFFICIAL SIGNATURE:			**DATE:** 8/31/2020
CONTACT NUMBER:	505-955-6704	**E-MAIL ADDRESS:**	kamason@santafenm.gov
SIGNATURE OF JURISDICTION CHIEF FINANCIAL OFFICER			
PRINTED NAME:			
OFFICIAL SIGNATURE:			**Date:**
CONTACT NUMBER:		**E-MAIL ADDRESS:**	
SIGNATURE OF JURISDICTION SIGNATORY OFFICIAL			
PRINTED NAME:			
OFFICIAL SIGNATURE:			**DATE:**
CONTACT NUMBER:		**E-MAIL ADDRESS:**	

NM DHSEM SIGNATURES	
SIGNATURE OF DHSEM GRANTS MANAGER	**DATE**
OFFICIAL SIGNATURE:	
Print Name: ***Juanita Abeyta***	
SIGNATURE OF DHSEM CABINET SECRETARY	**DATE**
OFFICIAL SIGNATURE:	
Print Name: ***Bianca Ortiz Wertheim***	

Print two (2) original agreements, sign both and mail to: Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502

ATTACHMENT I

Required Reimbursement Checklist

Please Note: DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.

EQUIPMENT

- Have all invoices been included?
- Has AEL # been identified for each purchase?
- If service/warranty expenses are listed, are they only for the performance period of the grant?
- Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)
- If EHP form needed – has copy of it and approval from DHS/FEMA been included?

CONSULTANTS/CONTRACTORS

- Does the amount billed by consultant add up correctly?
- Has all appropriate documentation to denote hours worked been properly signed?
- Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- Has the invoice from consultant/contractor been included?
- Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS (Note: this applies to positions billed under M&A)

- Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- Has a time period summary sheet been included for total claimed amount?
- Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e. benefits/contributions).
- Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- Does the back-up documentation provided match the time period for which reimbursement is being requested?

TRAINING

- Is the course DHS/FEMA approved? Is there a course or catalog number? If not, has DHSEM approved the non-DHS training request form? Is supporting documentation included your reimbursement request?
- Have sign-in sheets, rosters and agenda been provided?
- If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (e.g. system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

MATCHING FUNDS

- Contributions are from Non Federal funding sources.
- Contributions are from cash or in-kind contributions which may include training investments.
- Contributions are not from salary, overtime or other operational costs unrelated to training.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Aug 31, 2020 11:44 MDT)
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

ORG/OBJECT:

AL
AL

2212850/500110

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

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

DEPARTMENT / DIVISION NAME	DATE
Emergency Management	8/20/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	2212850	500110	OEM2122101	175,160	
Salaries	2212850	500110			(87,580)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Department of Homeland Security	2212850	490610	OEM2122101	(87,580)	
				$ 87,580	$ (87,580)

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
To budget 2020 Emergency Management Performance Subgrant EMT-2020-EP-00005-S01. This BAR also pulls the required match from the General Ledget into the Project Grant.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Kyle Mason — 11/12/2020
Prepared By *{print name}* — Date

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

AJH (Nov 13, 2020 10:38 MST)
Budget Officer — Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* — Date

11/12/2020
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

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 New Mexico Department of Homeland Security and Emergency management

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $175,160.00

Termination Date: June 30, 2021

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: 2020 Emergency Management Performance Grant Program Sub-Grant Agreement

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

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

Amount $ 175,160.00 of original Contract# _____ Termination Date: 6/30/2021

Reason: 2020 Emergency Management Performance Grant Program Sub-Grant Agreement

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Competitive Application

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

Fran Dunaway (Nov 18, 2020 08:02 MST)

Purchasing Officer Review

Comments or Exceptions: Grant -entitiy to entity/DHSEM

7 **Funding Source:** New Mexico DHSEM **BU/Line Item:** 2212850.500110

Alexis Lotero
Alexis Lotero (Nov 17, 2020 11:13 MST)

Budget Officer Approval

Comments or Exceptions: _____

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

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Kyle Mason

Phone # 505-955-6704

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 PROCUREMENT CHECKLIST

Contractor Name: US Department of Homeland Security

Procurement Title: 2020 Emergency Management Performance Grant

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other X* *Grant*

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

Department Requesting Emergency Management Staff Name Kyle Mason

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Kyle Mason — Emergency Management Director — 9/14/2020

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

Fran Dunaway (Nov 18, 2020 08:02 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 any resulting contract.

*

GB EMER MNGMNT EMPG SUB GRANT r3

Final Audit Report 2020-11-18

Created:	2020-11-13
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlcOhE4KXIdauxXcwIPQB-Bg6lO5bkFrd

"GB EMER MNGMNT EMPG SUB GRANT r3" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-13 - 4:26:18 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2020-11-13 - 4:33:42 PM GMT

Document shared with Kyle Mason (kamason@santafenm.gov)
2020-11-13 - 4:36:01 PM GMT- IP address: 63.232.20.2

Email viewed by AJH (ajhopkins@santafenm.gov)
2020-11-13 - 5:18:58 PM GMT- IP address: 104.47.64.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2020-11-13 - 5:38:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-11-13 - 5:38:23 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-11-17 - 5:47:02 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-11-17 - 6:13:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-11-17 - 6:13:07 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-11-18 - 2:59:53 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-11-18 - 3:02:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2020-11-18 - 3:02:16 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 12/02/2020
FOR CITY COUNCIL MEETING OF 2/1/2021

ISSUE:

Request for Approval of 2020 Emergency Management Performance Grant in the Total Amount of $175,160 for Salary and Benefits. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov | 505-955-6704)

COMMITTEE REVIEW:
Quality of Life Committee: 12/2/20
Finance Committee: 1/4/21
Governing Body: 2/1/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on Discussion agenda. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee; Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

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, jcdickinson@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 oversite 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 oversite 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:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Molzen Corbin & Associates

K. W. E.
NAME

EVP
TITLE

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 AL
AL

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:**

Fran Dunaway Nov 24, 2020 11:04 MST — Nov 24, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: Original contract Issued through Bid process

4. **Funding Source: Airport Projects** **Org / Object: 5450407.572960**

Alexis Lotero (Nov 24, 2020 10:16 MST) — Nov 24, 2020

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **jcdickinson@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	
●	☐	Approved Procurement Checklist (by Purchasing)
●	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	●	State Price Agreement
☐	●	RFP 18/55/P
☐	●	Evaluation Committee Report
☐	●	ITB
☐	●	Bib Tab
☐	●	Quotes (3 valid current quotes)
☐	●	Cooperative Agreement
☐	●	Sole Source Request and Determination Form
☐	●	Contractors Exempt Letter
☐	●	Purchasing Officers approval for exempt procurement
☐	●	BAR
☐	●	FIR
●	☐	Executed Contract, Agreement or Amendment
●	☐	Current Business Registration and CRS numbers on contract or agreement
●	☐	Summary of Contracts and Agreements form
●	☐	Certificate of Insurance
●	☐	All documentation presented to Committees
☐	●	Other:

John Dickinson — Airport Operations Manager — 11/04/20

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

Fran Dunaway (Nov 24, 2020 11:04 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.

MOLZ&AS-01 EHUGHES

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	CONTACT NAME: RJ Dean & Associates	
Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	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	NAIC #
	INSURER A : Donegal Insurance Company	13692
INSURED	INSURER B : New Mexico Assurance Co	13673
Molzen-Corbin & Associates Inc 2701 Miles Road SE Albuquerque, NM 87106	INSURER C : AXA Insurance Company	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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			BSD9257861	12/31/2019	12/31/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			CA9257861	12/31/2019	12/31/2020	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			CXL9257861	12/31/2019	12/31/2020	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		64411.112	1/1/2020	1/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

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
James Lyons

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ITEM # 18-0970

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 12were 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 12were 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

K. W. E+

NAME AND TITLE

DATE: 09/06/18

CRS# 01305771005
Registration #42293

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK
lcmes. 8/29/18

APPROVED AS TO FORM:

MDM 8/15

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy 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, 2018

DEPARTMENT	BILLING CATEGORIES	CURRENT RATE
Architectural	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 1	$100
	Planner	$90
	Landscape/Irrigation Designer	$90
Civil Engineering	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
Electrical Engineering	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
Mechanical	Senior Mechanical	$165
Water Resource Engineering	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
CADD / Survey	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
Construction Observation	Senior Observer/Manager	$95
	Senior Observer	$90
	Observer	$80
Administration	Administrative Aide II	$55
	Administrative Aide I	$45
	Administrative Support	$90
	Grants/Technical Administrator	$95
	[illegible]	[illegible]
	Senior Technical Writer / Editor	$80

Miscellaneous Expenses		
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
Mylars(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 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. M*odifications:* 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 ITEM # 19-0447
AMENDMENT No. 1TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970

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

K. W. E. E.V.P.
NAME & TITLE

Date: 05/16/19

CRS# 01305771005
Registration # 42293

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
cc mtg 6.12.2019

APPROVED AS TO FORM:

5/7/19
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		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**	

ITEM # 19-0841

CITY OF SANTA FE
AMENDMENT No. 2 TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970

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

K. W. Ett.
NAME & TITLE

Date: 10/11/19

CRS# 01305771005
Registration # 42293

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
9-25-19 CC Mtg

APPROVED AS TO FORM:

9/18/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR AU
Org/Object Numbers: 5450907, 572960

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
JULY 15, 2018

DEPARTMENT	BILLING CATEGORIES	CURRENT RATE
Architectural	Principal Architect	$215
	Senior Architect	$180
	Project Architect	$165
	Registered Architect	$115
	Intern Architect 2	$100
	Intern Architect 1	$80
	Senior Architectural Designer	$118
	Architectural Designer I	$100
	Planner	$90
	Landscape/Irrigation Designer	$90
Civil Engineering	Principal Engineer	$215
	Senior Engineer	$195
	Project Engineer	$185
	Professional Engineer	$170
	Engineering Intern II	$105
	Engineering Intern I	$95
	Senior Civil Design Specialist	$195
	Engineering Design Specialist	$120
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$95
Electrical Engineering	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
Mechanical	Senior Mechanical	$165
Water Resources Engineering	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
CADD / Survey	CADD Operator II	$70
	CADD Operator I	$60
	Survey Technician	$65
	Two Person Survey Crew	$170
	Two Person GPS Survey Crew	$195
	Licensed Surveyor	$185
Construction Observation	Senior Observer/Manager	$95
	Senior Observer	$90
	Observer	$80
Administration	Administrative Aide II	$55
	Administrative Aide I	$45
	Administrative Support	$80
	Grants/Technical Administrator	$95
	Computer Technician	$105
	Senior Technical Writer / Editor	$80

Miscellaneous Expenses		
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
Mylars(24x36)	*Per Sheet*	$10.500
Sub-Consultants	Cost x 1.1	

EXHIBIT
tabbies
IV

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'X1,000' 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).

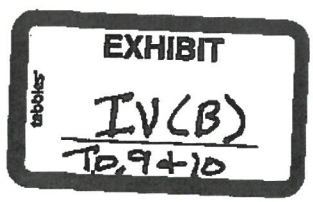
Manhour & Fee Estimate:

Senior Engineer	115.5 Hrs.	$ 195.00 /hr =	22,522.50
Engineering Intern I	11 Hrs.	$ 95.00 /hr =	1,045.00
Engineering Design Specialist	136 Hrs.	$ 120.00 /hr =	16,320.00
Administrative Grants/Tech	6 Hrs.	$ 95.00 /hr =	570.00
Administrative Support	20 Hrs.	$ 90.00 /hr =	1,800.00
GPS Survey Crew	1 LS.	$ N/A /hr =	10,860.00

Subconsultants and Other Reimbursable Expenses:

In House Copies 2,000 @ 0.11	220.00
In House Color 8.5 X 11 Copies 20 @ 1.00	20.00
In House Color 11X17 Copies 20 @ 2.00	40.00
Commercial Copies 5,000 @ 0.06	300.00
Commercial Plots 100 @ 1.02	102.00
Mileage 3,000 @ 0.58	1,740.00

SUBTOTAL			**55,539.50**
NMGRT @	**7.8750**	**%**	**4,373.74**
ESTIMATED TASK ORDER TOTAL		**$**	**59,913.24**



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

9/16/2019

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	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:			
	Earthwork, grading for preparation of a RSA Surface off the north end of the 20 approach to meet FAA standards		
Customer Needs:			
	Get the RSA fixed ASAP		
Funding Agency:	City of Santa Fe	Funding Agency No.:	

AGREEMENT INFORMATION

Type of Agreement:	Lump Sum	Calculated Contract Amount	
If Multiplier, give multiplier:			

CIVIL MANHOUR ESTIMATE
SAF RW 20 RSA
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

		CIVIL										ADMINISTRATION					
No.	Project Task	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/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
I.	Truck Canopy Slab Modifications																
1																	
2																	
3	CADD Management																
4	Project Management																
5	Quality Assurance																
	[illegible]																
	[illegible]																
II.	Preliminary Design/Schematics (30%)																
1																	
2																	
3	CADD Management																
4	Project Management																
5	Quality Assurance																
	[illegible]																
	[illegible]																
III.	Design Development (60%)																
1																	
2																	
3	CADD Management																
4	Project Management																
5	Quality Assurance																
	[illegible]																
	[illegible]																
IV.	Construction Documents (90%)																
1																	
2																	
3	CADD Management																
4	Project Management																
5	Quality Assurance																
	[illegible]																
	[illegible]																
V.	Final Design (100%)																
1	Title Sheet		0.50					1.00									
2	Loc. Vicinity, etc.		0.50					1.00									
3	ALP		0.50					1.00									
4	CSPP		2.00					9.00									
5	Site Plan		7.00					9.00									
6	Grading Plans		7.00					40.00									
7	Plan and Profile		3.00					16.00									
8	X Sections		3.00					16.00									
9	Marking		3.00					9.00									
10	Lighting		3.00					9.00									
11	Details		3.00					4.00									
12	Utility Coordination		4.00					6.00									
13	Survey/Lidar Coordination							9.00									
14	Seeding					8.00											
15	Specifications and Contract Docs		18.00			2.00							18.00				
16	Estimates		4.00			1.00											
17																	
18																	
19																	
20																	
21																	
22	CADD Management																
23	Project Management																
24	Quality Assurance																
	[illegible]																

CIVIL MANHOUR ESTIMATE
SAF RW 20 RSA
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

		CIVIL									ADMINISTRATION					
No.	Project Task	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/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
VI.	**Bidding/Award**																
1	Advertise for bids		2.00										2.00				
2	Pre-Bid Meeting/Conference		4.00														
3	Bid Open/Negotiate		6.00														
4	Contract Documents		1.00											6.00			
5																	
6	**Project Management**																
7	**Quality Assurance**																
	Subtotal Hours Bidding/Award	0.00	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	2.00	6.00	0.00		
	Subtotal Fees Bidding/Award	$0.00	$2,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$180.00	$570.00	$0.00		
VII.	**Construction Admin. Services**																
1	Pre Construction Conference.		4.00														
2	Site Visits		40.00					6.00									
3																	
4																	
5																	
6																	
7																	
8																	
9	**Project Management**																
10	**Quality Assurance**																
	Subtotal Hours Construction Admin. Services	0.00	44.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00		0.00	0.00	0.00	0.00		
	Subtotal Fees Construction Admin. Services	$0.00	$8,580.00	$0.00	$0.00	$0.00	$0.00	$840.00	$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		
	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		
	Total Hours	0.00	57.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00		0.00	2.00	6.00	0.00		
	Total Fees	$0.00	$11,115.00	$0.00	$0.00	$0.00	$0.00	$840.00	$0.00	$0.00		$0.00	$180.00	$570.00	$0.00		
	Rate	$215.00	$195.00	$130.00	$105.00	$95.00	$140.00	$120.00	$110.00	$85.00		$65.00	$90.00	$95.00	$105.00		

ACCOUNTING INFORMATION
SAF RW 20 RSA
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

Enter Budget using Phases

Yes/No

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

					CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)					
SUBTOTAL LABOR					$42,257.60
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	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	$10,860.00
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				INFO ONLY Carlsbad 7.6458	$59,913.24

MOLZENCORBIN

			COST	PROJECTED FEE
SURVEY				
Estimated Field Survey Days		5		
REIMBURSABLE SUBCONSULTANTS		Task		
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
Subconsultant Subtotal			$0.00	$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 FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN CORBIN AND CITY OF SANTA FE
DATED September 5, 2018.

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:

In House Copies 8.5X11, 1,000 @ 0.11	$110.00
In House Color Copies 8.5X11, 20 @ 1.00	$20.00
In House Color Copies 11X171, 50 @ 2.00	$100.00
In House Large Format Plots, 20 @ 3.00	$60.00
Mileage, 10,000 @ 0.545	$5,800.00
Postage	$50.00
Supplies	$200.00
GeoTest (Materials Testing)	$11,000.00

SUBTOTAL		**$47,940.00**
NMGRT @	**7.875 %**	**$3,775.28**
ESTIMATED TASK ORDER TOTAL	**$**	**$51,715.28**

Proposed by ENGINEER	**Recommended By**	**Approved by CITY**
Date	Date	Date

Department	Project	P.O. No.	Account Number

For Client Use Only

TO-10

197

MOLZENCORBIN

PROJECT INFORMATION SHEET
RW 20 RSA Grading
City of Santa Fe
Kent Freier

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:			

ACCOUNTING INFORMATION
RW 20 RSA Grading
City of Santa Fe
Kent Freier

MOLZENCORBIN

Enter Budget using Phases

Yes/No

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	

OBSERVATION CALCULATION
RW 20 RSA Grading
City of Santa Fe

MOLZENCORBIN

Kent Freier

Estimated Construction Length in Months 2

			COST	PROJECTED FEE
OBSERVATION				
Total Labor From Observation Calculation			[redacted]	[redacted]
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	10,000.00	$5,800.00	
Commercial Travel				
Lodging - Per Diem (Observer /night)	$94.00	[redacted]	$0.00	
Meals - Per Diem (per person /day)	$55.00	[redacted]	$0.00	
Photo				
Postage			$50.00	
Supplies/Misc.			$200.00	
Reimbursable Subtotal				$6,340.00
Markup (if any)		0%		$0.00
SUBTOTAL REIMBURSABLE EXPENSES			$0.00	$6,340.00
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**

ITEM # 02-0204

CITY OF SANTA FE
AMENDMENT No. 3 TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970

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
BB MG 4/8/20

CITY ATTORNEY'S OFFICE:

MDM 4/8/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

Mary McCoy 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: _____

CONTRACTOR:
Molzen Corbin & Associates

NAME & TITLE Vice President

Date: 4/4/2020

CRS# 01305771005
Registration # 42293

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

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:

Senior Civil Engineer	53 Hrs.	$ 195.00 /hr =	10,335.00
Professional Engineer	24 Hrs.	$ 130.00 /hr =	3,120.00
Engineering Design Specialist	143 Hrs.	$ 120.00 /hr =	17,160.00
Administrative Aide	4 Hrs.	$ 65.00 /hr =	260.00
Coffman Associates	1 LS	$ N/A /hr =	5,416.40

Subconsultants and Other Reimbursable Expenses:

In House Copies 1,000 @ 0.11	110.00
In House Color 8.5 X 11 Copies 20 @ 1.00	20.00
In House Color 11X17 Copies 100 @ 2.00	200.00
In House Large Format Plots, 100 @ $3.00	300.00
Mileage 120 @ 0.575	69.00
Meals 2 @ 55.00	110.00
Postage 1 @ 100.00	100.00
Supplies 1 @ 200.00	200.00
SUBTOTAL	**37,400.40**
NMGRT @ 7.8750 %	**2,945.28**
ESTIMATED TASK ORDER TOTAL	**$ 40,345.68**

Proposed by ENGINEER	Recommended By	Approved by CITY
K. W. E.		
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

4/28/2020

Is this a new budget or a revision?
New
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	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 MANHOUR ESTIMATE
ALP Update
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

		CIVIL										ADMINISTRATION					
No.	Project Task	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 Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
I.	Pre-Design/Study/Programming																
1											0.00					0.00	0.00
2	CADD Management										0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
	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
II.	Preliminary Design/Schematics (30%)																
1											0.00					0.00	0.00
2	CADD Management										0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
	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											0.00					0.00	0.00
2	CADD Management										0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
	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 (90%)																
1											0.00					0.00	0.00
2	CADD Management										0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
	Subtotal Hours Construction Documents (90%)	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 (90%)	$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	TW K Extension		1.00					4.00			5.00					0.00	5.00
2	Spectra Hangars		1.00					4.00			5.00					0.00	5.00
3	Elling Hangar		2.00					4.00			6.00					0.00	6.00
4	Reconfigured TW D		1.00	8.00				16.00			25.00					0.00	25.00
5	20 Approach RSA contours		1.00	16.00				30.00			47.00					0.00	47.00
6	New Electrical Vault		1.00					2.00			3.00					0.00	3.00
7	Jet Center of SF Hangars		4.00					8.00			12.00					0.00	12.00
8	Terminal parking Lot Expansion		8.00					16.00			24.00					0.00	24.00
9	Terminal Building Expansion		8.00					24.00			32.00					0.00	32.00
10	Coordination meetings with City of SF		8.00					1.00			9.00					0.00	9.00
11	Coordination with Coffman		8.00					16.00			24.00					0.00	24.00
12	Printing of Preliminary ALP Drawings		1.00					2.00			3.00	2.00				2.00	5.00
13	Corrections/Address comments		4.00					8.00			12.00					0.00	12.00
14	Final printing		1.00					8.00			9.00	2.00				2.00	11.00
15	Grants administration		4.00								4.00					0.00	4.00
16											0.00					0.00	0.00
17											0.00					0.00	0.00
18											0.00					0.00	0.00
19											0.00					0.00	0.00
20											0.00					0.00	0.00
21											0.00					0.00	0.00
22	CADD Management										0.00					0.00	0.00
23	Project Management										0.00					0.00	0.00
24	Quality Assurance										0.00					0.00	0.00
	Subtotal Hours Final Design (100%)	0.00	53.00	24.00	0.00	0.00	0.00	143.00	0.00	0.00	220.00	4.00	0.00	0.00	0.00	4.00	224.00
	Subtotal Fees Final Design (100%)	$0.00	#########	$3,120.00	$0.00	$0.00	$0.00	#########	$0.00	$0.00	$30,615.00	$260.00	$0.00	$0.00	$0.00	$260.00	$30,875.00
VI.	Bidding/Award																
1											0.00					0.00	0.00
2	Project Management										0.00					0.00	0.00
3	Quality Assurance										0.00					0.00	0.00

CIVIL MANHOUR ESTIMATE
ALP Update
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

		CIVIL										ADMINISTRATION					
No.	Project Task	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 Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
	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											0.00					0.00	0.00
2	Project Management										0.00					0.00	0.00
3	Quality Assurance										0.00					0.00	0.00
	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											0.00					0.00	0.00
2											0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
	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	220.00	4.00	0.00	0.00	0.00	4.00	224.00
	Standard Billing Rate or Fee	$215.00	$195.00	$130.00	$105.00	$95.00	$140.00	$120.00	$110.00	$85.00		$65.00	$90.00	$95.00	$105.00		
	Fee Dollars	$0.00	$10,335.00	$3,120.00	$0.00	$0.00	$0.00	$17,160.00	$0.00	$0.00	$30,615.00	$260.00	$0.00	$0.00	$0.00	$260.00	$30,875.00

ACCOUNTING INFORMATION
ALP Update
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

Enter Budget using Phases

Yes/No

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

					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%		$492.40
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				$4,924.00	$5,416.40
OTHER DIRECT EXPENSES (ODE'S)			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	$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**
NMGRT			**7.8750%**	**INFO ONLY LC 8.3125**	$2,945.28
TOTAL				**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)

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 FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN CORBIN AND CITY OF SANTA FE
DATED September 5, 2018.

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:

In House Copies 8.5X11, 1,000 @ 0.11	$110.00
In House Color Copies 8.5X11, 20 @ 1.00	$20.00
In House Color Copies 11X171, 50 @ 2.00	$100.00
In House Large Format Plots, 20 @ 3.00	$60.00
Mileage, 2,000 @ 0.545	$1,160.00
Postage	$50.00
Supplies	$200.00
GeoTest (Materials Testing)	$11,000.00

SUBTOTAL	**$56,900.00**
NMGRT @ 7.875 %	**$4,480.88**
ESTIMATED TASK ORDER TOTAL	**$61,380.88**

Proposed by ENGINEER	Recommended By	Approved by CITY
K.W.E+		
Date 11/04/2020	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

Project Number Assigned: (If revision, enter number here)

4/29/2020

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:			

ACCOUNTING INFORMATION
RW 02 RSA Grading
City of Santa Fe
Kent Freier

MOLZENCORBIN

Enter Budget using Phases

Yes/No

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	$0.00
TOTAL OTHER DIRECT EXPENSES	$0.00
TOTAL BASIC FEE	$0.00

OBSERVATION CALCULATION
RW 02 RSA Grading
City of Santa Fe

MOLZENCORBIN

				PROJECTED
Kent Freier			**COST**	**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	$1,700.00
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	$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	$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	$56,900.00
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**
NMGRT		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:

Senior Civil Engineer	66 Hrs.	$ 195.00 /hr =	12,870.00
Professional Engineer	101 Hrs.	$ 130.00 /hr =	13,130.00
Engineering Intern I	39 Hrs.	$ 95.00 /hr =	3,705.00
Engineering Design Specialist	60 Hrs.	$ 120.00 /hr =	7,200.00
Administrative Aide	3 Hrs.	$ 65.00 /hr =	195.00
Administrative Grants/Tech	8 Hrs.	$ 95.00 /hr =	760.00
Administrative Support	32 Hrs.	$ 90.00 /hr =	2,880.00

Subconsultants and Other Reimbursable Expenses:

In House Copies 2,000 @ 0.11	220.00
In House Color 8.5 X 11 Copies 20 @ 1.00	20.00
In House Color 11X17 Copies 100 @ 2.00	200.00
Commercial Copies 6,000 @ 0.06	360.00
Commercial Plots 300 @ 1.02	306.00
Mileage 1,800 @ 0.575	1,035.00
Meals 5 @ 55.00	275.00
Postage 1 @ 100.00	100.00
Supplies 1 @ 200.00	200.00

SUBTOTAL		**43,456.00**
NMGRT @	**7.8750 %**	**3,422.16**
ESTIMATED TASK ORDER TOTAL		**$ 46,878.16**

Proposed by ENGINEER	Recommended By	Approved by CITY
K-W.E.T		
Date 04/29/2020	Date	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

4/28/2020

Is this a new budget or a revision?
New
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	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
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.

AGREEMENT INFORMATION

Type of Agreement:	Lump Sum	Calculated Contract Amount	$45,956.00
If Multiplier, give multiplier:			

CIVIL MANHOUR ESTIMATE
SAF TW A and C Rehab
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

		CIVIL										ADMINISTRATION					
No.	Project Task	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/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
I.	**Pre-Design/Study/Programming**																
1											0.00					0.00	0.00
2	**CADD Management**										0.00					0.00	0.00
3	**Project Management**										0.00					0.00	0.00
4	**Quality Assurance**										0.00					0.00	0.00
	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
II.	**Preliminary Design/Schematics (30%)**																
1											0.00					0.00	0.00
2	**CADD Management**										0.00					0.00	0.00
3	**Project Management**										0.00					0.00	0.00
4	**Quality Assurance**										0.00					0.00	0.00
	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											0.00					0.00	0.00
2	**CADD Management**										0.00					0.00	0.00
3	**Project Management**										0.00					0.00	0.00
4	**Quality Assurance**										0.00					0.00	0.00
	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 (90%)**																
1											0.00					0.00	0.00
2	**CADD Management**										0.00					0.00	0.00
3	**Project Management**										0.00					0.00	0.00
4	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Construction Documents (90%)	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 (90%)	$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					0.00	4.00
2	Field review		2.00	4.00		4.00					10.00					0.00	10.00
3	Preliminary Engineering Report		1.00	4.00		4.00					9.00					0.00	9.00
4	Title Sheet, Loc and Vic map, general notes			1.00				4.00			5.00					0.00	5.00
5	CSPP Sheets		1.00	1.00				8.00			10.00					0.00	10.00
6	Layout sheets		1.00	1.00				16.00			18.00					0.00	18.00
7	Marking Plans		1.00	1.00				16.00			18.00					0.00	18.00
8	Marking Details		1.00			2.00		8.00			11.00					0.00	11.00
9	Estimates		1.00	1.00		4.00		2.00			8.00					0.00	8.00
10	CatEx SOP		2.00	2.00							4.00		2.00			2.00	6.00
11	Contract docs and specs		4.00	8.00							12.00		16.00			16.00	28.00
12	Legal/Purchasing review		2.00	2.00							4.00		4.00			4.00	8.00
13	Air Spacing with the FAA							8.00			8.00					0.00	8.00
14	Meetings with City		2.00	4.00		2.00					8.00					0.00	8.00
15	Grant application		1.00								1.00					0.00	1.00
16	Coordination meetins with tennants		2.00	2.00							4.00					0.00	4.00
17											0.00					0.00	0.00
18											0.00					0.00	0.00
19											0.00					0.00	0.00
20											0.00					0.00	0.00
21											0.00					0.00	0.00
22	**CADD Management**										0.00					0.00	0.00
23	**Project Management**										0.00					0.00	0.00
24	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Final Design (100%)	0.00	23.00	33.00	0.00	16.00	0.00	62.00	0.00	0.00	134.00	0.00	22.00	0.00	0.00	22.00	156.00
	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	$1,980.00	$0.00	$0.00	$1,980.00	$19,715.00
VI.	**Bidding/Award**																
1	Publish Docs for bidding		1.00								1.00	3.00	2.00			5.00	6.00
2	Questions/RFI/Addenda		2.00	2.00							4.00		2.00			2.00	6.00
3	Bid opening/Award		2.00								2.00			4.00		4.00	6.00

CIVIL MANHOUR ESTIMATE
SAF TW A and C Rehab
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

No.	Project Task	CIVIL: 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	ADMINISTRATION: ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
4	Execute contract documents		1.00	1.00							2.00		2.00	4.00		6.00	8.00
5	Conduct a pre-construction conference		4.00	4.00		4.00					12.00					0.00	12.00
6	**Project Management**										0.00					0.00	0.00
7	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Bidding/Award	0.00	10.00	7.00	0.00	4.00	0.00	0.00	0.00	0.00	21.00	3.00	6.00	8.00	0.00	17.00	38.00
	Subtotal Fees Bidding/Award	$0.00	$1,950.00	$910.00	$0.00	$380.00	$0.00	$0.00	$0.00	$0.00	$3,240.00	$195.00	$540.00	$760.00	$0.00	$1,495.00	$4,735.00
VII.	**Construction Admin. Services**																
1	Site visits		20.00	40.00		10.00					70.00					0.00	70.00
2	Pay requests		2.00	8.00		4.00					14.00					0.00	14.00
3	Change orders		1.00	4.00		1.00					6.00					0.00	6.00
4	Grants administration		1.00	4.00		2.00					7.00					0.00	7.00
5	Construction meetings/coordination/NOTAMs		4.00	4.00		5.00					13.00					0.00	13.00
6	Shop drawing review		2.00	4.00		1.00					7.00					0.00	7.00
7											0.00					0.00	0.00
8											0.00					0.00	0.00
9	**Project Management**										0.00					0.00	0.00
10	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Construction Admin. Services	0.00	30.00	64.00	0.00	23.00	0.00	0.00	0.00	0.00	117.00	0.00	0.00	0.00	0.00	0.00	117.00
	Subtotal Fees Construction Admin. Services	$0.00	$5,850.00	$8,320.00	$0.00	$2,185.00	$0.00	$0.00	$0.00	$0.00	$16,355.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,355.00
VIII.	**Closeout**																
1	Final Engineers Report		2.00	4.00				2.00			8.00					0.00	8.00
2	Record drawings		1.00	1.00				8.00			10.00					0.00	10.00
3	**Project Management**										0.00					0.00	0.00
4	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Closeout	0.00	3.00	5.00	0.00	0.00	0.00	10.00	0.00	0.00	18.00	0.00	0.00	0.00	0.00	0.00	18.00
	Subtotal Fees Closeout	$0.00	$585.00	$650.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$2,435.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,435.00
	Total Labor Hours	0.00	66.00	109.00	0.00	43.00	0.00	72.00	0.00	0.00	290.00	3.00	28.00	8.00	0.00	39.00	329.00
	Standard Billing Rate or Fee	$215.00	$195.00	$130.00	$105.00	$95.00	$140.00	$120.00	$110.00	$85.00		$65.00	$90.00	$95.00	$105.00		
	Fee Dollars	$0.00	#########	#########	$0.00	$4,085.00	$0.00	$8,640.00	$0.00	$0.00	$39,765.00	$195.00	$2,520.00	$760.00	$0.00	$3,475.00	$43,240.00

ACCOUNTING INFORMATION
SAF TW A and C Rehab
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

Enter Budget using Phases

Yes/No

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
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	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
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				$45,956.00
NMGRT		7.8750%	INFO ONLY LC 8.3125	$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

For Client Use Only

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020

ISSUE NO. 8J

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/4/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

DATE: 12/7/2020

TO: Governing Body
Finance Committee
Public Works Committee

VIA: Regina Wheeler, Public Works Director
Regina Wheeler (Dec 10, 2020 14:37 MST)

FROM: Jose Lerma, Traffic Signal Shop Manager

RE: Request to Replace and Purchase 2 Altec ATM 48 Aerial Lift Trucks for Traffic Operations/Signal Shop

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ITEMS & ISSUES:

The Signal Shop has 2 Aerial Lift Trucks (FA #51250) and (FA #52614)

(FA #51250) 2003 Ford 550 Aerial Lift Truck was inspected by the Fleet Department. Due to the significant amount of repairs needed and the past maintenance log, they are recommending that the truck be sent to auction. Currently the truck is inoperable and has been red tagged. Replacing the inoperable 2003 F550 would increase the signal shops efficiency and work output significantly.

(FA #52614) 2006 Ford 550 Aerial Lift Truck is reaching its full service life and many repairs have been made to keep it operating. Replacing the aging 2006 Ford 550 truck would also increase the Signal Shops efficiency and work output by not having any down time for necessary repairs.

FUNDING METHOD:

Using the State Price Agreement #00-00000-20-00091 Automotive Superstore/Heavy Equipment expiring on August 30, 2022 to purchase 2 Aerial Lift Trucks in the about of $342,238. The funds to replace these vehicles were appropriated by Governing Body in the FY21 Capital re-approriation of the 2018 GRT Bond Funds.

FUNDING SOURCE:

Bond Acquisition/Signals Operations-Maintenance/Vehicles > 1.5

MUNIS Fund/335
MUNIS Org/3359980
MUNIS Object/57100 Vehicles > 1.5

Alexis Lotero
Alexis Lotero (Dec 15, 2020 16:28 MST)

REQUESTED ACTION

The Traffic Signal Shop respectfully requests your review and approval.

City of Santa Fe New Mexico

Finance Department

Memorandum

DATE: February 13, 2019

TO: Jose Lerma, Signal Shop Manager

FROM: Daniel Garcia, Fleet Manager DG

RE: Inspection for unit FA# 51250

To Whom It May Concern,

This memo is in reference to FA# 51250 with a mileage of 107,304.

To start with,

Unit will need all eight injectors and caps, flex plate, oil cooler, water pump, front and rear main seals possible engine teardown required to determine engine. Starter, crank seal, glow plugs and module need to be replaced. It is recommended that the whole front end be replaced along with ball joints and tie rod ends. All hoses and belts and valve cover gaskets need replacement. Two tires will need to be replaced due to uneven wear, and a alignment. At the end we are probably looking at an engine swap with a cost of over $18,000 not including labor. Also the deterioration of the service body and fiberglass boom needing several costly repairs.
It is my recommendation that the unit be sent to auction do to the high cost to repair and age of the unit.

MEMORANDUM

Date: December 11, 2020

To: Altec Industries Inc.

Attn: Chad Sprague

From: Fran Dunaway, CPO, CNBM, City of Santa Fe Purchasing Division

RE: GSA Contract GS-30F-026GA

The City of Santa Fe by mutual agreement between the City and **Altec Industries Inc.** is willing to enter into a GSA price agreement based on the following requirements:

1. Provide an updated Federal Supply Schedule to include current or updated contract dates.

2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

☒ **I agree to extend and/or renew the above referenced GSA price agreement.**

☐ **I DO NOT agree to extend and/or renew the above referenced GSA price agreement.**

Chad Sprague, Account Manager
Print Name, Title

chad.sprague@altec.com
Email Address

Signature

Altec Industries Inc.
Company Name

12-11-20
Date

2106 S Riverside Rd, St. Joseph, MO 64507
Address

Cc :Fran Dunaway, CPO
Procurement File

December 4, 2020
Our 91st Year

Ship To:
CITY OF SANTA FE
TRAFFIC SIGNAL SHOP
1142 SILER
SANTA FE, NM 87507
US

Bill To:
CITY OF SANTA FE
PO BOX 909
ATTN ACCOUNTS PAYABLE
SANTA FE, NM 87504-0909
United States

Attn:
Phone: 505-955-4201
Email:

Altec Quotation Number: 795340 - 1
Account Manager: Chad Sprague
Technical Sales Rep: Lori Woods

Item	Description	Qty	Price
	Unit		
1.	Altec Model AT48M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:	1	

A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m)
B. Working Height: 52.5 feet (16.00 m)
C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height)
D. Upper boom extension: 110 inches
E. Continuous rotation
F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.
G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended)
I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.
J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.
Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.
Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.
Control Console: Non-tested non-metallic control console plate.

Item	Description	Qty	Price
	Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.		
	K. Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
	L. Dielectric rating: Category C, 46 kV and below		
	M. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
	N. Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
	O. Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 2-Man Platform, Fiberglass, 24" x 48" x 42", End Mount, 180 Degree Rotation.	1	
4.	No Platform Elevator	1	
5.	Platform Mounted Single Handle Controls	1	
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	Two (2) Platform steps - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - soft vinyl, 24 x 48 inches (610 x 1219 mm)	1	
9.	Platform Liner - for two-man fiberglass platform, 24 x 48 x 42 inches (610 x 1219 x 1067 mm), 50 kV rating (minimum)	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Jib Stick, 36" L, non extension, certified, orange in color	1	
13.	Throttle Control - Manually increase/decrease chassis engine speed to preset values. Control is captive air operated from the platform and momentary switch operated from the lower controls and curbside at tailshelf.	1	
14.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
15.	Outriggers, Primary, Modified A-Frame, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 112" Spread, Fixed Shoe (AT48M/ME/P/PE/S/SE)	1	

Item	Description	Qty	Price
16.	Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch chassis frame height. **A.** Maximum Spread: 87 inches to the outer edge of shoes **B.** Outrigger Motion Alarms **C.** Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed	1	
17.	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	1	
18.	Winch load line swivel hook	1	
19.	Altec Unit Powder Painted White	1	
	Unit & Hydraulic Acc.		
20.	Scuff Pad, 24" x 48", With Step (For use with Platform Liner)	1	
21.	Subbase	1	
22.	Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
23.	Steel Reservoir, 15 gallon capacity, rectangular, 26" L x 8.5" W x 20" H, and includes breather caps and dipsticks	1	
24.	Temperature Sight Gauge	1	
25.	HVI-22 Hydraulic Oil (Standard).	25	
26.	Standard Pump For PTO	1	
27.	Hot shift PTO for automatic transmission	1	
28.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
29.	Standard PTO/Transmission Functionality for Automatic Transmissions -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
	Body		
30.	Altec LGSS-132-84 (81) Low-Side General Service Body With Step: **A.** Steel Body **B.** Steel Structural Channel Crossmembers And Smooth Floor With Ladder-Style Understructure **C.** 132" Body Length **D.** 94" Body Width	1	

Item	Description	Qty	Price
E.	40" Body Compartment Height		
F.	20" Body Compartment Depth		
G.	24" From Body Floor To Compartment Tops		
H.	Finish Paint Entire Body Altec White		
I.	Undercoat Applied Under The Body		
J.	5.5" Drop-In Composite Cargo Retaining Board At Rear Of Body		
K.	5.5" Drop-In Composite Retaining Board At Top Of Side Access Step		
L.	Stainless Steel Rotary paddle Latches With Locks		
M.	Gas Props On All Vertical Doors		
N.	Chains On All Horizontal Doors		
O.	Standard Master Body Locking System		
P.	Hotstick Shelf Extending Full Length Of Body On Streetside		
Q.	Two (2) hotstick brackets installed on street side.		
R.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel		
S.	1st Vertical (SS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
T.	2nd Vertical (SS) - 24" W - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
U.	1st Horizontal (SS) - 50" W - One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment		
V.	Rear Vertical (SS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
W.	1st Vertical (CS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
X.	2nd Vertical (CS) - 24" W - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage		
Y.	1st Horizontal (CS) - 50" W - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers And One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom Of Compartment		
Z.	Rear Vertical (CS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
AA.	Body Floor Cut-Out For AT48M/ME/P/PE Aerial Device Near Center Of Body		
AB.	Steel Tailshelf, 29" L x 94" W, With Rear Cross Storage And Drop Down Doors		

Body and Chassis Accessories

31.	ICC (Underride Protection) Bumper Installed At Rear	1	
32.	Rigid Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 4-Bolt Face Mount, Buyers PH15 (T-60 Style)	1	
33.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
34.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
35.	Platform Rest, Rigid with Rubber Tube	1	
36.	Articulating Arm Rest for a Telescopic Unit	1	
37.	Boom Rest for a Telescopic Unit	1	
38.	Manual Boom Stow Securing System Installed on Boom Rest	1	

Item	Description	Qty	Price
39.	Plastic Outrigger Pad, 24 x 24 x 1 Inch, Black With Handle	4	
40.	Outrigger Pad Holder, 25" L x 25" W x 3" H, Fits 24.5" x 24.5" x 2" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
41.	Pendulum Retainers For Outrigger Pad Holders	2	
42.	Mud Flaps With Altec Logo (Pair)	1	
43.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
44.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1	
45.	Battery Storage In Remote Steel Enclosure, Located Outside Of Body Compartments	1	
46.	Inverter storage inside of body compartment with guard and provisions for remote GFCI receptacle CS 1st Vertical	1	
47.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
48.	Driveaway Safety Kit	1	
49.	Vinyl manual pouch for storage of all operator and parts manuals	1	
50.	Additional Body/Chassis Accessory Install louvered panel and inverter shelf in CS 1st Vertical.	1	
51.	Additional Body/Chassis Accessory Details: -Provide pole holder mounted on CS compartment. -Pole holder to mount at 3 points on front bumper, top of 1st Vertical CS, and on Tailshelf. -Poles to weigh around 200lbs., measure 6"-12" diameter, and be 25 feet long. -To include ratchet straps for securing.	1	
	Electrical Accessories		
52.	Rope Lights, LED, Installed Around Top and Sides of Compartment Door Facings in Body (Installed at Final Assembly)	15	
53.	Compartment Lights Wired To Dash Mounted Master Switch	1	
54.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
55.	Altec Standard Amber LED Strobe Light with Brush Guard One (1) each side, installed on each side of boom stow.	2	
56.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2)	1	

Item	Description	Qty	Price
	Round Lights At Rear Details: -Rear strobes to be Whelen Par36 2B00ZCR CS, and 2R00ZCR SS. -Grill mounted strobes to be Whelen TLIE CS and TLID SS.		
57.	Directional Light Bar, Amber, LED, 42" Long	1	
58.	Custom Light Bar Details: - Whelen Liberty GVZFFFF light bar mounted on top of cab to be, flash patterns and colors TBD at order confirmation.	1	
59.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
60.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
61.	7-Way Trailer Receptacle (Blade Type) Installed At Rear	1	
62.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
63.	Mounting bracket for inverter mounted at bottom of body compartment or storage box	1	
64.	Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N) Mount in bottom 1st Vertical CS.	1	
65.	Inverter Wired Ignition Hot with Dash Mounted Switch	1	
66.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) Mounted in Battery Storage Enclosure	1	
67.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure Mounted at rear of sidepack CS.	1	
68.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
69.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1	
70.	Install secondary stowage system.	1	
71.	Install Remote Start/Stop system in Final Assembly.	1	
72.	Install Two Speed Throttle System.	1	
73.	Install Outrigger Interlock System	1	
74.	Heavy Duty Secondary Stowage Pump	1	
75.	No Upper Boom Out of Stow Indicator	1	

Item	Description	Qty	Price
76.	PTO Indicator Light Installed In Cab	1	
	Finishing Details		
77.	Powder Coat Unit Altec White	1	
78.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
79.	Apply Non-Skid Coating to all walking surfaces	1	
80.	English Safety And Instructional Decals	1	
81.	Vehicle Height Placard - Installed In Cab	1	
82.	Placard, HVI-22 Hydraulic Oil	1	
83.	Dielectric test unit according to ANSI requirements.	1	
84.	Stability test unit according to ANSI requirements.	1	
85.	Focus Factory Build	1	
86.	Delivery Of Completed Unit	1	
87.	Inbound Freight	1	
88.	Installation - AT48M	1	
	Chassis		
89.	Altec Supplied Chassis	1	
90.	Chassis	1	
91.	2021 Model Year	1	
92.	Other Chassis Make And Model Chevy 6500 HD	1	
93.	4x4	1	
94.	84 Clear CA (Round To Next Whole Number)	1	
95.	Crew Cab (Full Double Cab With Four Full Length Doors)	1	
96.	Chassis Cab	1	
97.	Dual Rear Wheel	1	

Item	Description	Qty	Price
98.	Chassis Color - White	1	
99.	Duramax 6600 6.6L	1	
100.	Diesel	1	
101.	Allison 2550 RDS Automatic Transmission	1	
102.	GVWR 22,500 LBS	1	
103.	7,500 LBS Front GAWR	1	
104.	Spring Suspension	1	
105.	15,000 LBS Rear GAWR	1	
106.	Hydraulic Brakes	1	
107.	Park Brake At Rear Differential Pinion	1	
108.	Other Exhaust	1	
	Chevy 6500 Standard Exhaust		
109.	No Idle Engine Shut-Down Required	1	
110.	50-State Emissions	1	
111.	Clean Idle Certification	1	
112.	N2L - GM 40 Gallon Fuel Tank (Rear)	1	
113.	GM 5.3 Gallon DEF Tank Right Hand	1	
114.	Chassis Without Front Frame Extensions	1	
115.	2 Chassis Batteries	1	
116.	1800 CCA Minimum (Preferred With Two Batteries)	1	
117.	Temporary Mount Batteries (Requires Relocation By Altec)	1	
118.	AM/FM Radio	1	
119.	Bluetooth	1	
120.	Air Conditioning	1	
121.	Backup Camera, OEM Supplied	1	
122.	Cruise Control	1	
123.	Power Door Locks	1	
124.	Power Windows	1	
125.	Tilt Steering Wheel	1	

Item	Description	Qty	Price
126.	Dual Alternator (220 amp Minimum)	1	
127.	Block Heater	1	
128.	Limited Slip Rear Axle	1	
129.	Skid Plate	1	
130.	Trailer Brake Controller (Factory Installed)	1	
131.	Vinyl Split Bench Seat	1	
	Additional Pricing		
132.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	**174,119.00**
Multi unit purchase discount	**-3000.00**
Total per unit purchased	**171,119.00**

Altec Industries, Inc.

BY

Lori Woods

Notes:

1 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

2 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of

the chassis or hitch.

3 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

4 F.O.B. - Customer Site

5 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

6 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

7 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

8 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

9 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

10 Interest charge of 1/2% per month to be added for late payment.

11 Any payment made by a credit card may be subject to a surcharge fee.

12 Delivery: 380-410 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.

B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14 This quotation is valid until FEB 03, 2021. After this date, please contact Altec Industries, Inc. for a possible extension.

15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

16 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

17 Please direct all questions to Chad Sprague at (919) 528-2535

Altec Industries, Inc.

Reference Solicitation Number:
Opportunity Number: 1622520
Quotation Number: 795340
GSA Contract #: GS-30F-026GA

GSA Piggyback **Date:** 12/4/2020
Quoted for: City of Santa Fe
Customer Contact:
Phone: **Email:**

Technical Sales Rep: Lori Woods
Altec Local Account Manager: Chad Sprague
Phone: **Email:** chad.sprague@altec.com

REFERENCE ALTEC MODEL

AT41M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	$ 136,546

Per GSA Specifications in GSA Catalog plus Options below

(A.) GSA OPTIONS ON CONTRACT *(Unit)*

1	**AT41M-US48M**	Articulating Telescopic Aerial Device with Material Handling, 48' Boom Height (Insulated)	$11,668
2	**AT41M-AOR**	Auxiliary Outriggers, Interlock, Wooden Pads / Holders (AT48M Class 5 application only)	$3,334

(A1.) GSA OPTIONS ON CONTRACT *(General)*

1	**LED**	LED COMPARTMENT LIGHTS in Body Compartments (Strip Style) (119 Per Compartment)	$952
2	**PSWI2**	PURE SINE WAVE INVERTER.2400 Watts Continuous. GFCI Outlet At Rear.	$2,825
3	**DP**	Plastic Outrigger Pads with Rope Handle and Pad Holder (Pair)	$622
4			
5			

GSA OPTIONS TOTAL: **$155,947**

(B.) OPEN MARKET ITEMS

1	**UNIT**	Two Man Platform 24x48	$667
2	**UNIT & HYDRAULIC ACC**		
3	**BODY**		
4	**BODY & CHASSIS ACC**	Louvered Panel, Inverter Enclosure, Custom Pole Holder	$2,490
5	**ELECTRICAL**	Whelen Liberty Light bar, Custom Strobes, Directional Light bar, Deep Cycle Battery	$6,219
6	**FINISHING**		
7	**CHASSIS**	2021Chevy Silverado MD 4x4 Chassis ILO 2019 Ford F550 4x2 on base quote-upcharge	$8,796
8	**OTHER**		
9	**DELIVERY**		Included

OPEN MARKET ITEMS TOTAL: **$18,172**
Multi unit purchase discount -$3,000
TOTAL FOR UNIT/BODY/CHASSIS: **$171,119**

(C.) OPTIONAL ITEMS (items are not included in total above - ADD as required)

1			
2			
3			
4			
5			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified by solicitation.
WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty (May vary based on product quoted). Parts only warranty on mounted equipment for overseas customers. Chassis to include standard warranty, per the manufacturer. Chassis OEM to provide warranty support directly to customer. Extended warranty coverages available upon request.
TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.
CHASSIS: Per Altec Commercial Standard
FET TAX: If chassis over 33K lbs. GVWR, 12 % FET is applicable.
DELIVERY: No later than **380-410** days ARO, unless Expedited Delivery options have been discussed with your Altec Account Manager. FOB Customer Location, unless otherwise stated in Quote.
TERMS: Net 30 days
STOCK UNIT OPTIONS: Stock unit options are subject to prior sale. If interested, please notify your Altec Account Manager within 7-business days of this quote to secure.
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls on Insulated Aerials for Extra Protection, Limited Lifetime Warranty on Structural Components for Aerials and Diggers, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY® Safety Certification CBT, Dedicated Government Account Manager(s), On-Site Operator Orientation with every Awarded Contract.
TRADE-IN: Equiptment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.
FISCAL YEAR BUDGET ADJUSTMENT: Government pricing is subject to ocassional Economic Pricing Adjustment (EPA) to account model year and material cost changes. If this award occurs after the adjustment have been made, an estimated increase has been provided for your budgetary purposes.
CONTRACTOR CODE CAGE: 1CER8 - Corporate - Birmingham, AL
BUILD LOCATION CAGE: 70B72 - Creedmoor, North Carolina
GENERAL CONTACT/INQUIRIES:

Altec Industries, Inc.

Contract Number: GS-30F-026GA

General Services Administration

Federal Supply Service - Authorized Federal Supply Schedule Price List

Schedule 23V: Automotive Superstore

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system.
The internet address for GSA Advantage!™ is:
https://www.GSAAdvantage.gov

Contract Period:	**August 31, 2017 through August 30, 2022**
FSC/PSC Code:	**2540, 3810**
Contractor Name:	**Altec Industries, Inc.**
Address:	**210 Inverness Center Drive** **Birmingham, AL 35242**
Phone Number:	**(205) 408-2341**
Fax Number:	**(205) 278-5800**
E-mail:	**fedgovtsales@altec.com**
Website:	**http://www.altec.com**
Contract Administrator:	**Riley Browne**
Other Contacts:	**Elana Martinez** **(303) 416-0653** **Kristi Hatfield** **(540) 966-2908**
Business Size:	**Other than Small**

For more information on ordering from Federal Supply Schedules
click on the FSS Schedules button at fss.gsa.gov.

Price List Effective Through Modification #PS-0018, August 16th, 2019

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Contract Base Models

SIN 125-102: Utility and Telecom Construction Equipment and Attachments

AT237S	AM60	DT80
AT248F	A77T	DT105
AT37-G	A77T-E93	HD35A-22
AT41M	AH100	LS63
LR756	AH125	RL9
LR760-E70	AH150	HLIW1600T
TA50	DB37	Maintenance Body
TA60	DB41	
AA55	DH50	
AA67	DM47B	
AA67-E100	D3060B	
AM55	D4065B	

SIN 271-103: Vehicular Cranes and Attachments

AC18-70B	AC38-127S	175 T
AC23-95B	AC40-152S	365 T
AC30-103S	AC45-127S	505 T

Customer Information

1a. Table of awarded Special Item Numbers (SINs) with appropriate cross-reference to item descriptions and awarded prices:

Special Item Number	Special Item Number Description	Product Description Page	Awarded Price Page
125-102/RC	Utility & Telecom Construction Equipment and Attachments	6-15	6-16
271-103/RC	Vehicular Cranes and Attachments	6-15	6-16

1b.Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. The price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

Special Item Number	Model	Awarded Price
125-102/RC	AT37G	$106,897
271-103/RC	AC18-70B	$162,142

1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item: N/A

2. Maximum order:

Special Item Number	Maximum Order
125-102/RC	$200,000
271-103/RC	$100,000

3. Minimum order: $100.00

4. Geographic coverage: 48 Contiguous States and District of Columbia

5. Point of production: See Operations Centers listed on page 17.

6. Discount from list prices or statement of net price: Prices shown herein are net (discount deducted).

7. Quantity discounts:

2 - 5	Units per SIN: 1% discount from contract price
6 - 10	Units per SIN: 1.5% discount from contract price
11 - 19	Units per SIN: 2% discount from contract price
20 +	Units per SIN: TBD at time of order

8. Prompt payment terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards **are accepted** at or below the micro purchase threshold.

9b. Government purchase cards **are not accepted** above the micro purchase threshold.

10. Foreign items: N/A

11a. Time of delivery: 180 to 360 days after receipt of order depending upon model ordered. Stock units may be available for expedited delivery.

11b. Expedited delivery: N/A

11c. Overnight and 2-day delivery: N/A

11d. Urgent requirements: Please note the Urgent Requirements clause of this contract and contact Contractor.

12. F.O.B. Point: Destination in 48 contiguous states and District of Columbia or Port. Freight Pre-Paid & Added. – Included.

13a. Ordering address:
Altec Industries, Inc.
210 Inverness Center Drive
Birmingham, AL 35242

Attn: Kristi Hatfield
Office Phone: (540) 966-2908
Fax: (205) 278-5800
Email: fedgovtsales@altec.com

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address:
Altec Industries, Inc.
210 Inverness Center Drive
Birmingham, AL 35242
Attn: Sheila Jones

15. Warranty provision: See warranty profile

16. Export packing charges, if applicable: $200.00

17. Government purchase cards **are not accepted** above the micro purchase threshold.

18. Terms and conditions of rental, maintenance, and repair (if applicable): See warranty profile listed on page 16.

19. Terms and conditions of installation (if applicable): Final installation points will be determined by Altec depending on plant loading & final delivery location.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A

20a. Terms and conditions for any other services (if applicable): N/A

21. List of service and distribution points (if applicable): See service center facilities listed on page 18.

22. List of participating dealers (if applicable): N/A

23. Preventative maintenance (if applicable): Each unit furnished by Altec under this contract will receive on-site, general operator equipment orientation on the proper operation and maintenance as specified in the operator and maintenance manuals. Additional Altec Operator certification and/or hydraulic maintenance trainings are available at additional cost. Please contact your Altec representative for further details.

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/ or reduced pollutants): Hybrid options available.

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/

25. Data Universe Number System (DUNS): 004001731

26. System for Award Management Registration: Altec Industries, Inc. ***is*** registered in the System for Award Management (SAM) database.

Approved Price List

SIN	Item	Description	Code	GSA Price
125-102	AT237S	Articulating Telescopic aerial device (Non-insulated)	BASE	**$107,616**
125-102	AT237S	Gas Engine	GAS	**($4,426)**
125-102	AT248F	Articulating Telescopic Aerial Device (Non-insulated)	BASE	**$132,106**
125-102	AT248F	Dodge chassis	DODGE	**$2,740**
125-102	AT37-G	Articulating Telescopic Aerial Device (Insulated)	BASE	**$106,897**
125-102	AT37-G	40' Boom Height (AT40-G)	US40	**$2,163**
125-102	AT37-G	H Frame Outriggers, Interlock, Wooden Pads / Holders	HFO	**$3,296**
125-102	AT37-G	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	ISO	**$3,808**
125-102	AT37-G	Dodge Chassis	DODGE	**$2,740**
125-102	AT37-G	Gas Engine	GAS	**($4,004)**
125-102	AT41M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	Base	**$136,546**
125-102	AT41M	41' Boom height - (Personnel)	US41P	**($1,992)**
125-102	AT41M	41' Boom height - (Non-Insulated)	US41S	**$652**
125-102	AT41M	48' Boom Height (Insulated)	US48M	**$11,668**
125-102	AT41M	Auxiliary Outriggers, Interlock, Wooden Pads / Holders (AT48M Class 5 application only)	AOR	**$3,334**
125-102	AT41M	37' Boom height (AT37M)	US37M	**($529)**
125-102	LR756	Overcenter Articulating Aerial Device (Insulated)	BASE	**$144,266**
125-102	LR756	58' Boom Height (LR758)	US58	**$1,180**
125-102	LR756	60' Boom Height (LR760)	US60	**$1,826**
125-102	LR756	Engine Start/Stop With Secondary Stowage System	EDC1	**$2,628**
125-102	LR756	CLASS 7 CAB/CHASSIS (33K GVWR) Required when ordering LR758/60 units	CC8	**$6,556**
125-102	LR756	Manual Transmission	MANUAL	**($5,149)**
125-102	LR760-E70	Overcenter Articulating Aerial Device (Insulated)	BASE	**$174,604**
125-102	LR760-E70	Manual Transmission	MANUAL	**($4,999)**
125-102	TA50	Articulating Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$180,678**
125-102	TA60	Articulating Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$200,129**

SIN	Item	Description	Code	GSA Price
125-102	TA60	55' boom height (Non-Insulated)	US55S	**$10,589**
125-102	AA55	Non-Overcenter Aerial Device With Material Handling (Insulated)	BASE	**$178,559**
125.102	AA55	50' Boom Height (AA50)	US50	**$0**
125-102	AA55	60' Boom Height (AA60)	US60	**$5,358**
125-102	AA55	Over-center Boom Configuration	OC	**$3,914**
125-102	AA55	Non-compensating	NC	**($1,285)**
125-102	AA55	Extended Side Reach	ESR	**$4,354**
125-102	AA67	Non-Overcenter Aerial Device (Insulated)	BASE	**$212,675**
125-102	AA67	Non-compensating	NC	**$1,356**
125-102	AA67	Material handling	MH	**$8,084**
125-102	AA67	Extended side reach	ESR	**$1,500**
125-102	AA67-E100	Non-Overcenter Aerial Device with Elevator (Insulated)	BASE	**$363,632**
125-102	AA67-E100	Non-compensating aerial device	NC	**$1,356**
125-102	AA67-E100	Material handling	MH	**$5,176**
125-102	AA67-E100	Extended side reach	ESR	**$1,500**
125-102	AA67-E100	Line Body	LB	**$10,556**
125-102	AA67-E100	Chassis to be Kenworth T880 with X15 Engine producing 565 HP	CC	**$48,063**
125-102	AM55	Overcenter Aerial Device With Material Handling (Insulated)	BASE	**$184,424**
125-102	AM55	50’ Boom Height (AM50)	US50	**$0**
125-102	AM55	Extended Side Reach	ESR	**$3,616**
125-102	AM55	X-frame outriggers (required with ESR Option)	XFO	**$3,819**
125-102	AM60	Overcenter Aerial Device With Material Handling (Insulated)	BASE	**$201,365**
125-102	AM60	Extended Side Reach (AM60E)	ESR	**$3,283**
125-102	AM60	ESR MUST QUOTE with X-frame outriggers (REQUIRED)	XFO	**$3,819**
125-102	A77T	Non-Overcenter Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$249,218**
125-102	A77T	72’ Boom Height (A72T)	US72	**($6,713)**
125-102	A77T-E93	Non-Overcenter Aerial Device With Extended Reach Elevator (Insulated)	BASE	**$352,090**

SIN	Item	Description	Code	GSA Price
125-102	AH100	Articulating Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$397,688**
125-102	AH100	Aluminum Platform With Category A Dielectric Certification	CAT-A	**$26,300**
125-102	AH100	Full Steel Line Body	FSLB	**$13,389**
125-102	AH100	Chassis to be Freightliner 114SD with DD13 Engine producing 450 HP and Step Frame 6x6 Conversion	CC	**$98,099**
125-102	AH125	Articulating Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$550,954**
125-102	AH125	AutoCar ACX64, Two Man, Low Cab Design In Lieu Of Standard Chassis	AC	**$29,283**
125-102	AH125	Updated Specifications for AutoCar ACX64, Engine to be L9 with 300HP / 860 Lb-FT	ACU	**$28,634**
125-102	AH125	Non-Insulated Aerial with De-Icing Package (AH125S)	ICE	**$32,602**
125-102	AH125	All Wheel Drive	AWD	**$82,496**
125-102	AH150	Articulating Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$814,815**
125-102	DB37	37 ‘ Digger Derrick – Tracked Backyard	BASE	**$133,368**
125-102	DB37	Trailer for base model	TRLR	**$11,167**
125-102	DB41	41’ Digger Derrick – Tracked Backyard	BASE	**$173,266**
125-102	DB41	Trailer for base model	TRLR	**$15,181**
125-102	DH50	50’ Digger Derrick	BASE	**$221,883**
125-102	DM47B	47’ Digger Derrick (DM47B-TR)	BASE	**$195,161**
125-102	DM47B	45’ Sheave Height (DM45B)	US47	**($1,357)**
125-102	DM47B	Boom Tip Winch	BTW	**$899**
125-102	DM47B	Remove Upper Controls And Additional Accessories	DAA	**($4,565)**
125-102	D3060B	60’ Digger Derrick	BASE	**$257,259**
125-102	D3060B	55’ Sheave Height (D3055B)	US55	**($991)**
125-102	D3060B	50’ Sheave Height (D3050B)	US50	**($991)**
125-102	D3060B	Boom Tip Winch	BTW	**$1,753**
125-102	D3060B	Remove Upper Controls And Additional Accessories	DAA	**($4,565)**
125-102	D4065B	65’ Digger Derrick	BASE	**$272,971**
125-102	D4065B	60’ Sheave Height (D4060B)	US60	**($4,205)**

SIN	Item	Description	Code	GSA Price
125-102	D4065B	Remove Upper Controls And Additional Accessories	DAA	($4,565)
125-102	DT80	80’ Digger Derrick (Steel)	BASE	$358,451
125-102	DT80	Aluminum body	ALB	$5,616
125-102	DT80	Automatic Transmission	AUTO	$7,101
125-102	DT80	65’ Digger Derrick	US65	($65,581)
125-102	DT80	Chassis to be Kenworth T880 6x6 with X15 Engine producing 450 HP	CC	$82,421
125-102	DT105	105' Digger Derrick (sheave height)	BASE	$608,164
125-102	DT105	Automatic Transmission	AUTO	$7,101
125-102	HD35A-22	22' Hydraulic Pressure Digger	BASE	$340,184
125-102	HD35A-22	17' Digger	HD35-17	($956)
125-102	HD35A-22	10' Digger	HD35-10	($3,007)
271-103	AC18-70B	Hydraulic Telescopic Crane	BASE	$162,142
271-103	AC18-70B	Rear Mount Unit (Must Select UCR & FBO)	RM	$2,480
271-103	AC18-70B	Continuous Rotation (Must Select FBO)	UCR	$6,804
271-103	AC18-70B	Two Piece 24'-40' - Telescopic Side Stow Jib	2JIB	$5,753
271-103	AC18-70B	Tandem axle chassis	TANDEM	$36,301
271-103	AC23-95B	Hydraulic Telescopic Crane	BASE	$233,469
271-103	AC23-95B	Rear mount (AC23-95R) with Continuous Rotation	RM	$6,900
271-103	AC23-95B	Riding Seat (AC23-95S) with Continuous Rotation	RS	$21,555
271-103	AC23-95B	Continuous Rotation (Must Select Front Bumper Outrigger)	UCR	$4,017
271-103	AC23-95B	Two Piece 26'-44' - Telescopic Side Stow Jib	2JIB	$6,418
271-103	AC23-95B	12,000 Lb Two Speed Winch	12TW	$2,014
271-103	AC23-95B	Hydraulic Pole Guides	HPG	$51,739
271-103	AC30-103S	Hydraulic Telescopic Crane	BASE	$290,249
271-103	AC30-103S	Two Piece 26'-44' - Telescopic Side Stow Jib	2JIB	$6,468
271-103	AC30-103S	Aluminum flatbed	ALUM	$3,728
271-103	AC38-127S	Hydraulic Telescopic Crane	BASE	$326,104
271-103	AC38-127S	103', 5 Section Boom (AC38-103S)	US103	($4,508)
271-103	AC38-127S	One Piece 31' - Side Stow Jib	1JIB	$6,901
271-103	AC38-127S	Two Piece 31'-55' - Telescopic Side Stow Jib	2JIB	$8,671

SIN	Item	Description	Code	GSA Price
271-103	AC38-127S	Operator Cab Heat	OCH	**$2,987**
271-103	AC38-127S	Aluminum flatbed	ALUM	**$6,934**
271-103	AC38-127S	8x6 Chassis	TRI-AX	**$3,998**
271-103	AC38-127S	5,000 Lb Auxiliary Winch	5AW	**$12,841**
271-103	AC40-152S	Hydraulic telescopic crane with Aerial operation mode, A92.2, radio remote controls & quick attach 1,200 lbs platform	BASE	**$444,549**
271-103	AC40-152S	Two Piece 28'-49' - Telescopic Side Stow Jib	2JIB	**$7,965**
271-103	AC45-127S	Hydraulic telescopic crane	BASE	**$431,341**
271-103	AC45-127S	Two Piece 31'-55' - Telescopic Side Stow Jib	2JIB	**$8,971**
271-103	175 T	17.5 ton knuckleboom crane	BASE	**$170,004**
271-103	175 T	Automatic Transmission	AUTO	**$7,101**
271-103	365 T	36.5 ton knuckleboom crane	BASE	**$245,685**
271-103	365 T	Automatic Transmission	AUTO	**$7,101**
271-103	505 T	50.5 ton knuckleboom crane	BASE	**$277,740**
271-103	505 T	Automatic Transmission	AUTO	**$7,101**
125-102	LS63	63' Hydraulic Telescopic Non-Insulated Aerial - Work Platform	BASE	**$190,561**
125-102	LS63	Automatic Transmission	AUTO	**$5,149**
125-102	RL9	Cable Reel Handling And Pulling Special Purpose Vehicle	BASE	**$205,125**
125-102	RL9	Reel Driver Kit	RD	**$3,441**
125-102	HLIW1600T	Hotline Insulator Washer	BASE	**$133,464**
125-102	HLIW1600T	Final Tier IV engine	C-4	**$23,869**
125-102	HLIW1600T	1200 Gallon (HLIW-1200T)	G12	**($1,556)**
125-102	Maintenance Body	Maintenance Body	BASE	**$131,773**
All SINS	ACCESSORY OPTIONS	Air Hose with Retractable Reel	AH	**$1,592**
All SINS	ACCESSORY OPTIONS	One (1) Aluminum Tool Box	ATB	**$917**

SIN	Item	Description	Code	GSA Price
All SINS	ACCESSORY OPTIONS	Air Transportability - Restrictions Apply	ATR	**$5,005**
All SINS	ACCESSORY OPTIONS	5 gallon water cask with bracket	BK	**$202**
All SINS	ACCESSORY OPTIONS	Complete 9' Cross-Arm Assembly. Includes One (1) 9'x3" Cross-Arm, Swivel Support, Brace Pole, Two (2) Brace Clamps, And Three (3) Four Way Conductor Holders	CAA	$1,645
All SINS	ACCESSORY OPTIONS	Cab Guard	CG	**$2,797**
All SINS	ACCESSORY OPTIONS	Cone Holder, Fold Over Post Style	CH	**$271**
All SINS	ACCESSORY OPTIONS	Custom Paint Color	CP	**$15,000**
All SINS	ACCESSORY OPTIONS	Detachable Electric Start Generator (5000 Watt)	DGEN	**$2,767**
All SINS	ACCESSORY OPTIONS	Directional Light Bar	DLB	**$1,399**
All SINS	ACCESSORY OPTIONS	Plastics Pads and Pad Holder With Rope Handle (Pair)	DP	**$622**
All SINS	ACCESSORY OPTIONS	Aluminum Bumper / Grill, Installed	EPH	**$2,575**
All SINS	ACCESSORY OPTIONS	Grounding Reel with Cable and Clamp	GR	**$1,095**
All SINS	ACCESSORY OPTIONS	Hydraulic Generator. 3000-Watt Load Demand With Outlet At Rear Of Body And Automatic Throttle Advance. (Connected To Gfi At Boom Tip On Non-Insulated Units).	HGEN	**$1,784**
All SINS	ACCESSORY OPTIONS	Spring loaded hose reel with 50ft nonconductive hose with quick couplings	HRS	**$1,357**
All SINS	ACCESSORY OPTIONS	JEMS Hybrid Solution for Heavy Duty Application	Hybrid-HD	**$74,312**
All SINS	ACCESSORY OPTIONS	JEMS Hybrid Solution for Light Duty Application	Hybrid-LD	**$29,888**
All SINS	ACCESSORY OPTIONS	JEMS Hybrid Solution for Medium Duty Application	Hybrid-MD	**$52,505**
All SINS	ACCESSORY OPTIONS	LED COMPARTMENT LIGHTS in Body Compartments (Strip Style) (Per Compartment)	LED	**$119**
All SINS	ACCESSORY OPTIONS	Ladder Rack	LR	**$619**
All SINS	ACCESSORY OPTIONS	Lower Tool Circuit	LTC	**$369**
All SINS	ACCESSORY OPTIONS	2" Single Conductor Holder. Attaches To End Of Jib For Lifting Phases.	MCR	**$484**
All SINS	ACCESSORY OPTIONS	Jib Adapter. Jib Adapter Is For Altec 4.1" X 4.1" Square Jibs (Square To Round Conversion)	MCR1	**$568**
All SINS	ACCESSORY OPTIONS	Hydraulic Oil Cooler, Single Fan	OC	**$445**
All SINS	ACCESSORY OPTIONS	Hydraulic Oil Cooler, Dual Fan	OC2	**$1,364**
All SINS	ACCESSORY OPTIONS	Hydraulic oil heater	OH	**$1,425**

SIN	Item	Description	Code	GSA Price
All SINS	ACCESSORY OPTIONS	Removable Pole Rack	PR	**$1,746**
All SINS	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER.1800 Watts Continuous. GFCI Outlet At Rear.	PSWI	**$2,507**
All SINS	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER.2400 Watts Continuous. GFCI Outlet At Rear.	PSWI2	**$2,825**
All SINS	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER.3400 Watts Continuous. GFCI Outlet At Rear.	PSWI3	**$3,611**
All SINS	ACCESSORY OPTIONS	PTO Hour Meter	PTO	**$168**
All SINS	ACCESSORY OPTIONS	Radial Outriggers (restrictions apply)	RO	**$2,490**
All SINS	ACCESSORY OPTIONS	14" Removable Railing for Flatbed	RR	**$2,561**
All SINS	ACCESSORY OPTIONS	Rear Window Guard	RW	**$266**
All SINS	ACCESSORY OPTIONS	Post Mounted Spotlight, LED, for use by driver	SPOT	**$317**
All SINS	ACCESSORY OPTIONS	Post mounted Spotlights, LED, Qty2, for use by driver and passenger	SPOT1	**$634**
All SINS	ACCESSORY OPTIONS	Floodlight, LED, Installed	SPOT2	**$389**
All SINS	ACCESSORY OPTIONS	FOUR (4) POINT STROBE SYSTEM (LED)	SPOT3	**$550**
All SINS	ACCESSORY OPTIONS	SIX (6) POINT STROBE SYSTEM (LED)	SPOT4	**$762**
All SINS	ACCESSORY OPTIONS	Spotlight, LED, Installed	SPOT5	**$404**
All SINS	ACCESSORY OPTIONS	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	SPOT6	**$700**
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR PISTOL GRIP CHAINSAW	TH1	**$127**
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR POLE SAW	TH2	**$214**
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR CIRCLE SAW	TH3	**$208**
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR PRUNER	TH4	**$208**
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR IMPACT WRENCHES AND DRILLS	TH5	**$233**
All SINS	ACCESSORY OPTIONS	Set of 8ft 3/8" non-conductive hose with couples each end.	THS	**$126**
All SINS	ACCESSORY OPTIONS	Tools – tire removal and jack	TJ	**$220**
All SINS	ACCESSORY OPTIONS	TOOL TRAY. Fiberglass, Clips to Outside of Platform	TT	**$84**
All SINS	ACCESSORY OPTIONS	Under Deck Air Compressor (PTO Driven)	UDAC	**$24,600**
All SINS	ACCESSORY OPTIONS	VIDEO BACK UP CAMERA	VCAM	**$823**

SIN	Item	Description	Code	GSA Price
All SINS	ACCESSORY OPTIONS	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	VRI	**$239**
All SINS	ACCESSORY OPTIONS	Wire Reel Rack	WRR	**$662**
All SINS	TOOL OPTIONS	Hydraulic Capstan	UHC	**$3,002**
All SINS	TOOL OPTIONS	Hydraulic Pole Puller	UHPP	**$1,169**
All SINS	TOOL OPTIONS	Hydraulic Tamp	UHT	**$1,752**
All SINS	TOOL OPTIONS	Hydraulic Chainsaw, Pistol Grip	UTS1	**$1,278**
All SINS	TOOL OPTIONS	Hydraulic Pole Saw	UTS2	**$1,477**
All SINS	TOOL OPTIONS	Hydraulic Circle Saw	UTS3	**$1,605**
All SINS	TOOL OPTIONS	Hydraulic Pruner	UTS4	**$1,338**
All SINS	TOOL OPTIONS	Hydraulic Impact Wrench, 3/4" Drive	UTS6	**$2,495**
All SINS	TOOL OPTIONS	Hydraulic Drill, 1/2" Drive	UTS7	**$1,576**
All SINS	TOOL OPTIONS	Hydraulic Impact Wrench, 1/2" Drive	UTW	**$1,123**
All SINS	WINCH OPTIONS	Electric Capstan Package	ECP	**$2,263**
All SINS	WINCH OPTIONS	Mid-Ship Winch, 15,000 Lb Bare Drum Capacity	GNT	**$24,706**
All SINS	WINCH OPTIONS	Electric Front Winch Package	MEW	**$3,221**
All SINS	WINCH OPTIONS	Hydraulic Capstan	MHC	**$4,744**
All SINS	WINCH OPTIONS	Braden PD18 Front Bumper Package, 20,000 LB Single-Speed Hydraulic Winch	MHW18	**$8,417**
All SINS	WINCH OPTIONS	Braden PD35 Front Bumper Package, 35,000 LB Single-Speed Hydraulic Winch	MHW35	**$16,737**
All SINS	WINCH OPTIONS	Collapsible Reel (CR)	UHB	**$1,265**
All SINS	WINCH OPTIONS	Aluminum Bayonet Capstan Drum	UHBD	**$556**
All SINS	WINCH OPTIONS	Winch Controls, Electrohydraulic, Single Axis Control Lever (Meterable) in-Lieu of Standard Non-Meterable Air Controls	WC	**$887**
All SINS	DIGGER DERRICK AUGER OPTIONS	12” Diameter Dirt Auger Full Flight	UA12	**$1,022**
All SINS	DIGGER DERRICK AUGER OPTIONS	18” Diameter Dirt Auger Full Flight	UA18	**$1,251**
All SINS	DIGGER DERRICK AUGER OPTIONS	24” Diameter Dirt Auger Full Flight	UA24	**$1,498**

SIN	Item	Description	Code	GSA Price
All SINS	DIGGER DERRICK AUGER OPTIONS	30” Diameter Dirt Auger Full Flight	UA30	**$1,851**
All SINS	DIGGER DERRICK AUGER OPTIONS	12” Rock Ripper Auger Full Flight	UAR12	**$1,128**
All SINS	DIGGER DERRICK AUGER OPTIONS	18” Rock Ripper Auger Full Flight	UAR18	**$1,329**
All SINS	DIGGER DERRICK AUGER OPTIONS	24” Rock Ripper Auger Full Flight	UAR24	**$1,642**
All SINS	DIGGER DERRICK AUGER OPTIONS	30” Rock Ripper Auger Full Flight	UAR30	**$1,671**
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	18” Diameter Rock Auger For Pressure Digger	PDR18	**$2,567**
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	24” Diameter Rock Auger For Pressure Digger	PDR24	**$3,853**
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	36” Diameter Rock Auger For Pressure Digger	PDR36	**$4,184**
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	48” Diameter Rock Auger For Pressure Digger	PDR48	**$5,119**
All SINS	CHASSIS OPTIONS	All Wheel Drive - Heavy Duty Chassis	AWD-HD	**$26,911**
All SINS	CHASSIS OPTIONS	All Wheel Drive - Light Duty Chassis	AWD-LD	**$5,158**
All SINS	CHASSIS OPTIONS	All Wheel Drive - Medium Duty Chassis	AWD-MD	**$23,893**
All SINS	CHASSIS OPTIONS	Light Duty Crew Cab	CC1	**$3,004**
All SINS	CHASSIS OPTIONS	Medium Duty Crew Cab	CC2	**$7,463**
All SINS	CHASSIS OPTIONS	Central Tire Inflation System (CTIS)	CTIS	**$22,800**
All SINS	CHASSIS OPTIONS	Driver Controlled Locking Differential	D1	**$1,473**
All SINS	CHASSIS OPTIONS	Disk Brakes in-lieu of Drum Brakes (per axle)	DISC	**$2,748**
All SINS	CHASSIS OPTIONS	Driver Air Operated Suspension Seat	DSS1	**$528**

SIN	Item	Description	Code	GSA Price
All SINS	CHASSIS OPTIONS	Driver And Passenger Air Operated Suspension Seats	DSS2	**$1,049**
All SINS	CHASSIS OPTIONS	Engine Compression Brake	ECB	**$1,098**
All SINS	CHASSIS OPTIONS	Engine Block Heater	EH	**$99**
All SINS	CHASSIS OPTIONS	Pre-Heater For Chassis, Installed	EPH	**$3,296**
All SINS	CHASSIS OPTIONS	Engine Exhaust Brake	EXB	**$731**
All SINS	CHASSIS OPTIONS	70-GALLONS MINIMUM FUEL CAPACITY	FTC	**$969**
All SINS	CHASSIS OPTIONS	Light Duty Super Cab In Lieu Of Standard Regular Cab	LDSC	**$1,979**
All SINS	CHASSIS OPTIONS	MILITARY MARKINGS Tags, Data Plates, And Forms	MIL	**$281**
All SINS	CHASSIS OPTIONS	Trailer Lighting Cable. 110" Coiled Electric Cable With 7-Way Female Trailer Plugs On Each End.	MTL	**$45**
All SINS	CHASSIS OPTIONS	Navigation Package	NP	**$881**
All SINS	CHASSIS OPTIONS	Power Windows and Door Locks	PW	**$960**
All SINS	CHASSIS OPTIONS	MIRRORS-EXTERIOR SIDEVIEW HEATED AND REMOTE CONTROLLED	RM6	**$562**
All SINS	CHASSIS OPTIONS	TIRE SPARE ASSEMBLY - FRONT AXLE (Shipped Loose)	TSAF	**$941**
All SINS	CHASSIS OPTIONS	TIRE SPARE ASSEMBLY - REAR AXLE (Shipped Loose)	TSAR	**$941**
All SINS	CHASSIS OPTIONS	ENGINE OIL HEATER W/ BLOCK & CORD 110-VAC Immersion Heater With 25' Cord Installed In Oil Pan.	SEHB	**$718**
All SINS	CHASSIS OPTIONS	In-Line Fuel Warmer. Uses Engine Coolant To Warm Fuel In Lines Before Entering Engine. Maximum Heated Temperature For Fuel 80 Degrees Under Any Circumstance.	SEHC	**$682**
All SINS	CHASSIS OPTIONS	In-Tank Fuel Warmer. Uses Engine Coolant To Warm Fuel In Tank Before Pumping To Engine. Maximum Heated Temperature For Fuel 80 Degrees Under Any Circumstance.	SEHD	**$985**
All SINS	CHASSIS OPTIONS	IN-LINE FULE WARMER - An in-line fuel warmer of the electrically heated type shall be provided and conform to all requirements of SAE J 1422 and FMCSR 393.77(b)(7)	SEHE	**$644**
All SINS	CHASSIS OPTIONS	Standard Rust-proofing. When code SRP is specified, the vehicle shall be rust-proofed in accordance with Fed Standard	SRP	**$304**
All SINS	CHASSIS OPTIONS	Light duty spare tire / wheel	STLD	**$295**
All SINS	CHASSIS OPTIONS	Electric Trailer Brake Controller	TBE	**$229**
All SINS	CHASSIS OPTIONS	Hydraulic All Wheel Drive Aftermarket System 18k-20k FAWR	TRAC1	**$43,897**
All SINS	CHASSIS OPTIONS	Hydraulic All Wheel Drive Aftermarket System <16k FAWR	TRAC2	**$38,481**
All SINS	CHASSIS OPTIONS	Hydraulic All Wheel Drive Aftermarket System, Twin Steer	TRAC3	**$71,996**

SIN	Item	Description	Code	GSA Price
All SINS	CHASSIS OPTIONS	SPARE TIRE CARRIER IN CARGO AREA (Tire not included)	UTC	**$296**
All SINS	CHASSIS OPTIONS	Vertical Exhaust	VES	**$236**
All SINS	CHASSIS OPTIONS	Aluminum Wheels (2) in-lieu of steel wheels	WHL1	**$1,762**
All SINS	CHASSIS OPTIONS	Painted Steel Wheels (2) custom color other than standard white	WHL2	**$318**
All SINS	CHASSIS OPTIONS	Export Preparation. Locking Compartments, Banding Loose Material, And Coating Cylinders With Cosmoline	XP	**$433**
ALL SINS	CHASSIS OPTIONS	Cab Notch, Allows For Lower Travel Height	CN	**$5,060**
All SINS	Aerial Options	Dual single-man platforms with dual controls, covers and liners	2SP	**$12,613**
All SINS	Aerial Options	Air Line To The Platform	AL	**$123**
All SINS	Aerial Options	Extended Side Reach	ESR	**$5,731**
All SINS	Aerial Options	Platform Elevator	PE	**$4,015**
All SINS	Aerial Options	Platform Lighting Package	PLP	**$400**
All SINS	Aerial Options	Category A Dielectric Rating, Includes Testing and Certification	CA	**$13,161**
All SINS	Crane Options	Automatic Transmission	AUTO	**$6,431**
All SINS	Crane Options	Centralized Outrigger Controls at Rear	COC	**$403**
All SINS	Crane Options	Dual Entry Enclosed Operator's Cab with Cab Tilt Mechanism (0-20 Degrees), Heat and Air Conditioning	DE-OC	**$25,910**
All SINS	Crane Options	Front Bumper Outrigger	FBO	**$4,871**
All SINS	Crane Options	Custom Front Bumper Outrigger (Upgraded FBO)	FBO1	**$7,609**
All SINS	Crane Options	Hose Reel For Crane Accessories	HRCA	**$5,092**
All SINS	Crane Options	Outrigger Jack Controls At Crane Controls	OJC	**$1,131**
All SINS	Crane Options	Two-Man Platform	PLAT	**$6,261**
All SINS	Crane Options	Platform Test Lift Package	PTL	**$2,812**
All SINS	Crane Options	Crane Radio Remote Controls	RADIO-C	**$12,315**
All SINS	Crane Options	One (1) Sheave Load Block with holder	SHEAVE1	**$2,661**
All SINS	Crane Options	Two (2) Sheave Load Block With Holder	SHEAVE2	**$4,461**
All SINS	Crane Options	Three (3) Sheave Load Block with holder	SHEAVE3	**$4,825**
All SINS	Crane Options	Aptong Wood Flatbed	WOOD	**$5,692**
All SINS	Derrick Options	Electronic Side Load Protection	ESLP	**$1,525**
All SINS	Derrick Options	10ft Material Handling Jib	JIB10	**$1,164**
All SINS	Derrick Options	15ft Material Handling Jib	JIB15	**$3,253**

SIN	Item	Description	Code	GSA Price
All SINS	Derrick Options	Digger Derrick Radio Remote Controls	RADIO-D	**$10,383**
All SINS	Derrick Options	RotaFloat	RF	**$1,316**
All SINS	Derrick Options	Opti-View Riding Seat	OV	**$1,699**

Warranty Profile

WARRANTY

Products designed and manufactured by Altec Industries, Inc. are warranted to be free from defects in material and workmanship at the time of initial delivery subject to the following provisions:

For one (1) year following initial delivery of the product, Altec will, at its option, repair or replace any part found by Altec to be defective in material or workmanship at the time of the initial delivery. During the first ninety (90) days following initial delivery, no charge for parts, labor or travel to the customer's location shall be made for such repair or replacement at the customer's location. During the remainder of such one (1) year, no charge for parts or labor shall be made for such repair or replacement at an Altec service facility. Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables. Note: Boom truck cranes to have 5 year limited structural warranty.

This limited warranty does not cover: (a) products which have not been operated and maintained in accordance with Altec operators and maintenance manuals, programs and bulletins; (b) products which have not been mounted in accordance with Altec installation procedures; (c) products not manufactured by Altec which are supplied by Altec on special order; (d) products which are repaired without using original Altec parts; or (e) transportation or delivery to an Altec service facility or the customer's location.

DOMESTIC USE

When vehicles are used within the continental United States, the warranty shall include the furnishing, without cost to the Government (FOB Altec's nearest dealer or branch to vehicle's location or station), of new parts and assemblies to replace any that failed or malfunctioned within the warranty period. In addition, when the Government elects to have the work performed at Altec's plant, branch, dealership, or with Altec's approval (i) to correct the supplies itself; or (ii) to have them corrected by a commercial garage facility; the cost of the labor involved in the replacement of the failed or malfunctioned parts or assemblies shall be borne by Altec.

FOREIGN USE

When vehicles are used outside the continental United States, including Puerto Rico and the Virgin Islands, the warranty shall include the furnishing of new parts or assemblies to replace any returned to Altec by the Government that failed or malfunctioned within the warranty period. The replacement parts or assemblies shall be delivered by Altec to the port of embarkation in the United States designated by the Government. Altec will not be required to bear the cost of the labor involved in correcting defects in vehicles operated in foreign countries.

WARRANTY EXCEPTIONS

The following items are considered normal maintenance and repair for which Altec need not assume liability for reimbursing the Government regardless of the vehicle age or mileage.

- Abuse, negligence, or unapproved alteration of original parts
- Damage from accidents
- Brake and standard clutch adjustments
- General tightening, headlamp adjustments
- Wheel alignment or tire balancing
- Tires and batteries (if warranted by their manufacturers)
- Miscellaneous expenses such as fuel, towing, telephone, travel, lodging, or loss of personal property

Altec Operations Centers

Southern Operation
Altec Industries, Inc.
1730 Vanderbilt Road
Birmingham, AL 35243
205-323-8751

Northern Operation
Altec Industries, Inc.
5201 West 84th Street
Indianapolis, IN 46268
317-872-3460

Western Operation
Altec Industries, Inc.
325 Industrial Way
Dixion, CA 95620
916-678-800

South Eastern Operation
Altec Industries, Inc.
1550 Aerial Way
Creedmoor, NC 27522
919-528-2535

Midwest Operation
Altec Industries, Inc.
2106 South Riverside Road
St. Joseph, MO 64507-9799
816-364-2244

Roanoke Operation
Altec Industries
325 South Center Drive
Daleville, VA 24083
540-992-5300

Elizabethtown Operation
Altec Industries, Inc.
200 Altec Drive
Elizabethtown, KY 42701
270-360-600

Hi-Line Operation
Altec HiLine, LLC
1255 Port Terminal Drive
Duluth, MN 55816-0288
218-722-9200

Eastern Operation
Altec Industries, Inc.
250 Laird Street
Plains, PA 18705
717-822-3104

Burnsville Operation
150 Altec Drive
Burnsville, NC 28714
828-678-5500

Altec Service Center Locations

Alabama
1730 Vanderbilt Road
Birmingham, AL 35234
205-458-1599

Arizona
2505 W. Durango Street
Phoenix, AZ 85009
602-252-8841

California (North)
2517 N Tyler Avenue
El Monte, CA 91733
818-448-9886

California (South)
2882 Pomona Blvd
Pomona, CA 91766
909-444-0444

Colorado
641 Telluride Street
Aurora, CO 80011-7818
303-364-9515

Florida
2570 Old Okeechobee Road
West Palm Beach, FL 33409
561-686-8550

Georgia
287 First Street
Forest Park, GA 30050
404-363-3602

Indiana
5201 West 84th Street
Indianapolis, IN 46268
317-802-3875

Massachusetts
28 Wales Street
Millbury, MA 01527
508-752-0660

Maryland
1434 Hughes Ford Road
Frederick, MD 21701
301-662-6262

Missouri (West)
5202 E. 36 Highway
St. Joseph, MO 64507
816-236-1219

Missouri (East)
1125 South Callahan Road
Wentzville, MO 63385
636-639-2260

North Carolina
800 Highway 152 East
China Grove, NC 28023
704-856-2040

Ohio
1236 Township Road 1175
Ashland, OH 44805
419-289-6066

Oregon
13817 NE Sandy Blvd
Portland, OR 97230
503-253-3900

Pennsylvania
250 Laird Street
Plains, PA 18705
570-822-3104

Utah
1111 S 3200 W
Salt Lake City, UT 84104
801-972-6168

Texas (North)
1001 Solon Road
Waxahachie, TX 75165
972-937-8284

Texas (South)
6902 East Orem Drive
Houston, TX 77075
713-336-6230

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Altec Industries Inc.

Procurement Title: Request to Purchase two (2) Aerial Lift Trucks for Traffic Signal Shop

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 Staff Name Jose Lerma

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Amanda Archuleta - Contracts Administrator - 12/10/20

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

Fran Dunaway

Fran Dunaway (Dec 15, 2020 16:49 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.

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000144443
Altec Inc.
210 Inverness Center Drive
Birmingham, AL 35242-0000

Email: riley.browne@altec.com
Telephone No. (205) 408-2341

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

Invoice:
As Requested

For questions regarding this contract please contact:
John Bacon – (505) 469-3818

Price Agreement Number: **00-00000-20-00091**

Payment Terms: **See Contract**

F.O.B.: **Destination**

Delivery: **See Contract**

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **(505) 827- 0484**

Email: **raelynn.lujan@state.nm.us**

Title: **Automotive Superstore/Heavy Equipment**

Term: **February 25, 2020 thru August 30, 2022**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

;

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 2/25/2020

NM

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Inspection:**

a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.

8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The

rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

11. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, impose civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. **Items:** All supplied items are to be NEW and of most current production, unless otherwise specified.

13. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. **Workers' Compensation:** The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. **Subcontracting:** The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of

the location of Vendor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause
Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Article XI -- Applicable Law
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

Article XII – Supremacy Clause
In the event of any conflict between the terms and conditions of this present agreement and the terms and conditions of any agreement made subsequent and related to this agreement or made pursuant to this agreement, including but not limited to any work orders, service agreements, orders, etc, this present agreement's terms and conditions shall govern.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-00000-20-00091

Establish a Price Agreement based on GSA Contract # **GS-30F-026GA** for Automotive Superstore/Heavy Equipment

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent **(0.75%)** of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
1	1	Ea.	**Automotive Superstore/Heavy Equipment**	

*** 1 Item Total ***

GB Packet - Altec Industries Inc

Final Audit Report 2020-12-10

Created:	2020-12-10
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-HhdfTn-7X_ZhCRjjD1T0uSA2vHRCg39

"GB Packet - Altec Industries Inc" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2020-12-10 - 9:00:34 PM GMT- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2020-12-10 - 9:01:19 PM GMT

Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2020-12-10 - 9:36:41 PM GMT- IP address: 104.47.64.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2020-12-10 - 9:37:46 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-12-10 - 9:37:46 PM GMT

GB PWD SIGNAL SHOP 2 AERIAL LIFT TRUCKS

Final Audit Report 2020-12-15

Created:	2020-12-14
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAowypQWmbRtOmHxJrnWZIY1PIB2erpXwS

"GB PWD SIGNAL SHOP 2 AERIAL LIFT TRUCKS" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-12-14 - 9:05:48 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-12-14 - 9:08:36 PM GMT

Document shared with jptapia@santafenm.gov
2020-12-15 - 6:43:11 PM GMT- IP address: 63.232.20.2

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-12-15 - 11:25:47 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-12-15 - 11:28:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-12-15 - 11:28:23 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-12-15 - 11:49:38 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-12-15 - 11:49:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-12-15 - 11:49:47 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/16/20
FOR CITY COUNCIL MEETING OF 12/09/20

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)

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
Governing Body: 12/9/20	

FINANCE COMMITTEE ACTION:
Forward to GB 12/09/2020 without Recommendation

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
With Direction of Jesse Guillen, Agreed upon changes to be added in Separate Amendment

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ROMERO-WIRTH			
COUNCILOR CASSUTT-SANCHEZ			
COUNCILOR LINDELL			
COUNCILOR VILLARREAL			
CHAIRPERSON ABEYTA			

9-19-20

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/09/2020

ISSUE NO. 8E

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)

Committee Review:
Public Works and Utilities Committee: 10/26/2020
Quality of Life Committe: 11/4/2020
Public Works and Utilities Committee: 11/9/20
Special Finance Committee: 11/16/2020 Special
Governing Body Meeting: 11/18/20

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Copper for discussion. Approved as amended to forward to 11/16/2020 Special Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 11/04/2020
FOR CITY COUNCIL MEETING OF 11/18/2020

ISSUE:

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)

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

QUALITY OF LIFE COMMITTEE ACTION: The Committee voted to move the resolution forward with no recommendation on discussion. Councilors Villarreal and Cassutt-Sanchez removed this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:
Rivera, Garcia, Vigil Coppler's Amendment: Motion to move the amendment forward with no recommendation passed on the following vote:
For: unanimous

Mayor Alan Webber's Amendment: Motion to deny the amendment failed on the following vote:
For: Councilor Villarreal, Councilor Garcia
Against: Councilor Romero-Wirth, Councilor Cassutt-Sanchez, Councilor Rivera

The Committee took no action on Councilor Abeyta's two proposed amendments.

SEND TO:
Public Works and Utilities Committee; Finance Committee; Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA			X
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 10/26/2020
ISSUE NO. 9G 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) **Committee Review:** Public Works and Utilities Committee: 10/26/2020 Quality of Life: 11/4/2020 Public Works and Utilities Committee: 11/9/20 Special Finance Committee: 11/16/2020 Special Governing Body Meeting: 11/18/20
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved to Postpone till 11/09/2020 PWPU Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Renee Villarreal	Councilor Carol Romero-Wirth
Councilor Jamie Cassutt-Sanchez	Councilor Signe I. Lindell

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS AND ESTABLISHING A SPECIAL COMMITTEE ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza; and

WHEREAS, the City understands there is an urgent call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, and reconciliation; and

WHEREAS, the City's leadership recognizes the need for community engagement to encourage people to speak and to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City shall convene listening sessions, for all members of the community, facilitated by a professional trained in cultural competency. The listening sessions will

be compiled into an oral history drawn from all sectors of the population of Santa Fe to aid the community in understanding differing viewpoints of cultures, histories, and art in this uniquely diverse City.

BE IT FURTHER RESOLVED that a special committee is hereby created.

Section 1. NAME: the committee shall be known as the Culture, History, Art, Reconciliation and Truth Committee or "CHART Committee".

Section 2. PURPOSE: the purpose of the CHART Committee is to understand the complete and complex history of Santa Fe, the role of monuments and other remembrances, and the reasons a reckoning of shared history is important to the overall wellbeing of our community; and to use these understandings to inform and advise the community and Governing Body regarding these topics.

Section 3. DUTIES AND RESPONSIBILITIES:

A. Convene, compile, and review initial community listening sessions, facilitated by one or more professionals trained in cultural competency to inform the CHART Committee's discussions and recommendations of ways the City of Santa Fe and the greater Santa Fe community can join together for a culture of equality, equity, and common understanding;

B. Gather options and draft guidelines for existing statues, remembrances, and monuments;

C. Examine existing statues, remembrances, and monuments to develop a shared history and provide historical context;

D. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza;

E. Identify opportunities for possible new monuments, remembrances, and works of public art;

~~F.~~ Recommend an inclusive historical narrative that reflects the diverse experiences of the community;

G. Articulate ways in which the people of the City of Santa Fe, past and present, can find common ground about shared histories and, most importantly, look forward to a more humane and compassionate community with full participation by and from all;

H. Steward the storytelling of the City's residents' histories that will be documented, stored, and available to future generations, and that will reflect the experiences and multiplicity of the shared history;

I. Recognize that the work in healing our community will not be complete with the conclusion of the duties of the CHART Committee; therefore, the Committee is urged to identify and recommend ongoing opportunities for institutional and policy reforms, new celebrations, social practice and partnerships;

J. Provide regular, monthly written updates to the Governing Body regarding the Committee's progress towards completion of its duties and responsibilities, including, but not limited to, the availability of histories the Committee compiles and the recommendations the Committee makes;

K. Provide a final written report, including a compilation of collected histories and the CHART Committee's interim recommendations and findings.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* CHART Committee membership shall include twenty-one members. The members are not required to be residents of the City of Santa Fe. The members shall be nominated by Governing Body members, concerned community groups, and the public at-large. Nominations shall be submitted to the City Clerk within two weeks of the adoption of this Resolution. The Mayor shall recommend a final

list of nominees to the Governing Body for approval no later than a month from the close of nominations. The Mayor shall appoint the chair or co-chairs; the full membership of the CHART Committee shall elect a vice-chair. The CHART Committee shall be comprised of the following members:

1. Three representatives from Hispanic cultural and civic groups that are active in New Mexico;
2. Three representatives from Native American/Pueblos/cultural groups that are present in New Mexico;
3. Two individuals with historical/cultural expertise and credentials, and/or higher education credentials, in New Mexico's history and culture;
4. Two individuals with spiritual/religious leadership roles in Santa Fe;
5. Two individuals from the Santa Fe Arts Commission or the Santa Fe arts and culture community;
6. One individual with national museum or other professional historical interpretation experience;
7. Two former elected City of Santa Fe officials;
8. One representative of the State of New Mexico government involved in art, history, and culture;
9. One individual with a legal background with regard to the City's laws and policies;
10. One individual with mediator/dispute resolution training and experience; and
11. Three at-large members of the Santa Fe community, selected with a particular focus on adding to the diversity of the Committee.

B. *Terms.* Members shall serve until they complete their duties and responsibilities as set above.

C. *Compensation.* Members shall not receive compensation for their service on the Culture and Reconciliation Committee.

D. *Subcommittees.* The CHART Committee may establish subcommittees to address the duties and responsibilities as delineated in Section 3 above, such as community outreach listening and engagement; review of statues, remembrances, and monuments; development of and communication of inclusive narratives, and identification of institutional and policy reforms.

Section 5. VACANCIES: Vacancies on the CHART Committee shall be filled in the same manner as initial appointments.

Section 6. MEETINGS; DURATION: The CHART Committee is urged to complete its duties by the end of December, 2022. The Committee shall conduct all meetings in accordance with adopted City policies and procedures, including the use of *Robert's Rules of Order* in conducting its meetings when no other convention has been adopted. The Committee shall set its own meetings, but shall meet not less than once per month.

Section 6. STAFF LIAISON: The City Manager shall direct staff resources to support the special committee.

Section 7. FACILITATION RESOURCES: The Governing Body shall appropriate the funds for the facilitation of the committee's work.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Culture, History, Art, Reconciliation and Truth Committee

Culture History Art Reconciliation and Truth Committee (For Review)

Final Audit Report 2020-10-21

Created:	2020-10-21
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb7l8lmzZeAsqJ7hSLL_bdYFzrHQ0lWsW

"Culture History Art Reconciliation and Truth Committee (For Review)" History

Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
2020-10-21 - 6:57:03 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-10-21 - 6:57:44 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-10-21 - 7:08:08 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-10-21 - 7:10:48 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-10-21 - 7:10:48 PM GMT

Adobe Sign

SUBSTITUTE

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth Councilor Roman "Tiger" Abeyta

Councilor Chris Rivera Councilor Signe Lindell

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza, the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial; and

WHEREAS, the City understands there is an urgent call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, healing, and reconciliation; and

WHEREAS, the City's leadership recognizes the need to create a process for community engagement to encourage people to speak, to be heard, and to listen.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City will establish a City project team to ensure sufficient organizational and logistics support for the community-centered process in order to achieve desired

outcomes and objectives.

BE IT FURTHER RESOLVED that the City project team will be led by the Community Engagement Department and the Arts and Culture Department.

BE IT FURTHER RESOLVED that the City will contract with a facilitation coordinator with experience in cultural competency and community-centered processes.

BE IT FURTHER RESOLVED that the City will facilitate the convening of community dialogue sessions by organizations and, as appropriate, a number of community dialogue sessions open generally to community members unaffiliated with a particular community organization.

BE IT FURTHER RESOLVED that the community dialogue sessions will be designed to promote broader cross-cultural understanding, racial equity, healing, and reconciliation and to inform decisions for statutes and monuments as well as short, medium, and long-term responses for community healing and reconciliation.

BE IT FURTHER RESOLVED that the community dialogue sessions will be held in multiple languages and primarily via online platforms, although some in-person sessions may be offered to ensure accessibility and inclusion of diverse groups, depending on the community's public health criteria status.

BE IT FURTHER RESOLVED that community dialogue session will consist of three sessions as follows:

Round One will focus on personal identity and stories;

Round Two will focus on shared dialogue and cross-dialogue about core values, building on Round One; and

Round Three will focus on generating solutions, recommendations, and responses.

BE IT FURTHER RESOLVED that two separate creative engagement activities, inspired in part by Paper Monuments (https://www.papermonuments.org/), shall be conducted to fuel creative engagement by artists as a powerful avenue to engage the community with questions

of this project and to allow the community to participate in healing and communal activities.

BE IT FURTHER RESOLVED that a Community Survey be conducted in multiple languages to broaden the number of voices participating in the community dialog and to provide an alternative for individuals who cannot or choose not to participate in community dialogue sessions.

BE IT FURTHER RESOLVED that individual, one-on-one interviews be conducted as an alternative for providing input by community members who cannot or choose not to participate in community dialogue sessions. The interviews will ask more in-depth questions than the survey and will require 15 - 30 minutes to complete.

BE IT FURTHER RESOLVED that a Community Solutions Table be established to include representatives who have participated in all three community dialogue sessions. The Community Solutions Table shall suggest solutions based on a combination of recommendations from session participants at the end of each community dialogue session.

BE IT FURTHER RESOLVED that membership on the Community Solutions Table will be determined after the community dialogue sessions have ended. Membership of the Community Solutions Table shall be intentionally diverse and representative of the Santa Fe community in terms of age, gender identity, sexual orientation, race, and cultural background. The Community Solutions Table shall also include a balance of perspectives and opinions on the City's culture, histories, and stories, as well as a balance of perspectives on the obelisk and other monuments and statues of the community.

BE IT FURTHER RESOLVED that the Community Solutions Table shall hold 2 - 3 facilitated sessions with a format of consensus building.

BE IT FURTHER RESOLVED that the Community Solutions Table shall review, discuss, and consider summarized notes and documentation from Round One and Two of the community dialogue sessions, community survey results, and solutions, recommendations, and

responses generated during Round Three of the community dialogue sessions.

BE IT FURTHER RESOLVED that the facilitation coordinator will design the community dialogue sessions, train facilitators for community dialogue sessions so they are aligned with desired outcomes outlined in this resolution, pair facilitators or co-facilitators with conveners of organizational and community dialogue sessions, coordinate meeting schedules with the City project team, design meeting sessions for the Community Solutions Table, participate in weekly check-ins with the City project team regarding logistics and schedules, and organize weekly check-in sessions for facilitators.

BE IT FURTHER RESOLVED that the information generated from the processes in this resolution is a first effort and shall be compiled in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions.

BE IT FURTHER RESOLVED that members of the Governing Body shall be provided opportunity to participate in diversity and inclusion training either individually or in small groups.

BE IT FURTHER RESOLVED that this is the beginning of an ongoing effort to learn and understand our complex histories and stories, and to promote truth, healing, and reconciliation for a future of peace and justice.

BE IT FURTHER RESOLVED that the work outlined in this resolution be completed by December 30, 2021.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Culture and Reconciliation

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 1, line 19 after "peace," ***insert*** "tolerance, racial equity, social"

2. On page 4, line 16 after "peace" ***insert*** ", tolerance, racial equity," and after "and" ***insert*** "social"

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Bustos-Mihelcic, City Clerk

SUBSTITUTE

FIR No. 3287

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Culture and Reconciliation Community Conversations

Sponsor(s): Mayor Webber, Councilors, Romero-Wirth, Abeyta, Rivera, and Lindell.

Reviewing Department(s): Office of Community Engagement, City Attorney's Office, Arts and Culture Department

Staff Completing FIR: Pauline Kamiyama Date: 1/4/21 Phone: _____

Reviewed by City Attorney: _____ Date: Jan 4, 2021

Reviewed by Finance Director: _____ Date: Jan 4, 2021

Summary:
The proposed substitute Resolution calls for the City to facilitate the convening of community dialogue sessions by organizations and open sessions to unaffiliated community members. A community survey as well as one-on-one interviews will be conducted to reach those who cannot or choose not to participate in the community dialogue sessions. Further, the Resolution establishes a Community Solutions Table with membership to be determined after the community dialogue sessions have ended, but shall be intentionally diverse and representative of the Santa Fe community generally. The Community Solutions Table shall suggest solutions based on recommendations from session participants. Facilitation Coordinators will be required to design the community dialogue sessions.

Departments Affected:
Office of Community Engagement, Arts and Culture Department

Consequences of Not Enacting Legislation:
There is an urgent call to action to discuss our shared cultural histories and current viewpoints to seek solutions for a future of peace, social justice, and reconciliation. City leadership recognizes the need for community engagement to encourage people to speak and be heard. By failing to host these community conversations as a way for people to be heard and to address our cultural histories, the City would invite more conflict and contention to take root, which could result in additional violence and destruction of property.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
We are currently reviewing to determine the staffing needs, though outside facilitators will be needed to facilitate the community conversations.

Fiscal Implications:
Some staff time will be required to help develop the community conversations. Based on previous projcts and the investment in our community, approximately $276,000 is required to have a culturally competent facilitator and assistances on contract to conduct community listening sessions and compile an oral history report, including design, publication, and outreach.

Fiscal Impact

_____ 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
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$276,000	$	$				
Operating	$	$	$				$
Total:	$276,000	$	$				$276,00

* 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:

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

AMENDMENT A (RA 1) **AMENDMENT B (AW)**

AMENDMENT C (RA 2) **AMENDMENT D (CR/MG/JVC)**

AMENDMENT E (CR/MG/JVC 2) **AMENDMENT F (CR/MG/JVC 3)**

AMENDMENT G (MG) **AMENDMENT H (RV)**

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS AND ESTABLISHING A SPECIAL COMMITTEE ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza, the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial; and

WHEREAS, the City understands there is an urgent call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, healing, and reconciliation; and

WHEREAS, the City's leadership recognizes the need to create a space for community engagement to encourage people to speak [~~and~~], to be heard, and to listen.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City shall convene listening sessions, for all members of the

community, facilitated by a professional [~~trained~~] with mediator/dispute resolution training and experience in cultural competency. The listening sessions will be compiled into an oral history drawn from all sectors of the population of Santa Fe to aid the community in understanding differing viewpoints of cultures, histories, and art in this uniquely diverse City.

BE IT FURTHER RESOLVED that a special committee is hereby created.

Section 1. NAME: the committee shall be known as the Culture, History, Art, Reconciliation and Truth Committee or "CHART Committee".

Section 2. PURPOSE: the purpose of the CHART Committee is to understand the complete and complex history of Santa Fe and its connection to the region, the role of monuments and other remembrances, and the reasons a reckoning of shared history is important to the overall wellbeing of our community; and to use these understandings to inform and advise the community and Governing Body regarding these topics.

Section 3. DUTIES AND RESPONSIBILITIES:

A. Convene, compile, and review initial community listening sessions, facilitated by one or more professionals trained in cultural competency to inform the CHART Committee's discussions and recommendations of ways the City of Santa Fe and the greater Santa Fe community can join together for a culture of equality, equity, [~~and~~] common understanding, and healing;

B. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza beginning with the Soldier's Monument (the Obelisk) within six months of the Committee's first meeting;

C. Gather options and draft guidelines for existing statues, remembrances, and monuments;

D. Examine existing statues, remembrances, and monuments to develop a shared history and provide historical context;

E. [~~Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza;~~]

F. Identify opportunities for possible new monuments, remembrances, and works of public art;

G. Recommend an inclusive historical narrative that reflects the diverse experiences of the community;

H. Articulate ways in which the people of the City of Santa Fe, past and present, can find common ground about shared histories and, most importantly, look forward to a more [~~humane and~~] compassionate community with full participation by and from all with a better understanding about the cultural legacies of our community;

I. Steward the storytelling of the City's residents' histories that will be documented, stored, and available to future generations, and that will reflect the experiences and multiplicity of [~~the~~] our shared history and heritage;

J. Recognize that the work in healing our community will not be complete with the conclusion of the duties of the CHART Committee; therefore, the Committee is urged to identify and recommend ongoing opportunities for institutional and policy reforms, new celebrations, social practice and partnerships;

K. Provide [~~regular~~] at a minimum, monthly written updates and public presentations every other month to the Governing Body regarding the Committee's progress towards completion of its duties and responsibilities, including, but not limited to, the availability of histories the Committee compiles and the recommendations the Committee makes;

L. Provide a final written report, including a compilation of collected histories and the CHART Committee's interim recommendations and findings.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *CHART Committee Membership Nomination Review Panel.* A Committee Membership Nomination Review Panel ("CMNRP") is established and shall consist of five members who are representative of the ethnic and gender demographics of the City of Santa Fe and the surrounding Pueblo communities. The Governing Body, concerned community groups, and the public at-large shall nominate candidates for the CMNRP. Nominations shall be submitted to the City Clerk within two weeks of the adoption of this Resolution. The Mayor shall make appointments to the CMNRP no later than one week from the close of nominations. CHART committee membership nominations will be reviewed and evaluated by the CMNRP using the criteria described in Section 4(B)(1)-(11). The review panel will use Section 4(B)(1)-(11) as their principal guidance available to them in the same way that it is the principal guidance for committee applicants. The CMNRP shall submit a final list of CHART membership recommendations to the Mayor no later than three weeks from the close of CHART membership nominations.

B. *Membership.* CHART Committee membership shall include [~~twenty-one~~] nineteen seventeen members. [~~The~~] Interested members [~~are not required to~~] shall be residents of the City of Santa Fe, Santa Fe County, or northern New Mexico. [~~The~~] CHART Committee. [~~The members~~] Interested persons shall [~~be nominated by Governing Body members, concerned community groups, and the public at-large~~] submit letters of interest about why they would like to serve. [~~Nominations~~] Letters of interest shall be submitted to the City Clerk within [~~two~~] three weeks of the adoption of this Resolution. The three chairs of the City Council Standing Committees and the Mayor shall review and evaluate the nominations. The Mayor, with input from the City Council, shall recommend a final list of nominees to the Governing Body for approval no later than a month from the close of [~~nominations~~]

acceptance of letters of interest. At least eight members of the committee shall be person nominated by members of the Governing Body. [~~The Mayor shall appoint the chair or co-chairs; t~~]The full membership of the CHART Committee shall elect a chair and vice-chair. The CHART Committee shall be comprised of the following members:

1. Three representatives from Hispanic cultural and civic groups that are active in New Mexico;
2. Three representatives from Native American/Pueblos/cultural groups that are present in New Mexico, two of which must be based in Santa Fe County;
3. Two individuals with historical/cultural expertise and credentials, [~~and/or~~] higher education credentials[~~,~~] in New Mexico's history and culture, and/or museum or other professional historical interpretation experiences;
4. Two individuals with spiritual/religious leadership roles in Santa Fe;
5. Two individuals from the Santa Fe Arts Commission or the Santa Fe arts and culture community;
6. One individual with [~~national~~] museum or other professional historical interpretation experience with an emphasis on New Mexico history;

   *** Councilor Villarreal's amendment strikes section 6 in its entirety**

7. [~~Two~~] one one former elected City of Santa Fe officials;
8. [~~One representative of the State of New Mexico government involved in art, history, and culture;~~]
9. [~~One individual with a legal background with regard to the City's laws and policies;~~]
10. [~~One individual with mediator/dispute resolution training and experience~~] A member of the Mayor's Youth Advisory Board or a nominee selected by the

Mayor's Youth Advisory Board;

* **Councilor Villarreal's amendment strikes sections 8, 9, and 10 in their entirety**

11. [~~Three~~] Two Four Four at-large members of the Santa Fe community, selected with a particular focus on adding to the diversity of the Committee; and

12. One individual to be nominated by the Santa Fe Board of Commissioners

C. *Terms.* Members shall serve until they complete their duties and responsibilities as set above.

D. *Compensation.* Members shall not receive compensation for their service on the Culture and Reconciliation Committee.

E. *Subcommittees.* The CHART Committee may establish subcommittees to address the duties and responsibilities as delineated in Section 3 above, such as community outreach listening and engagement; review of statues, remembrances, and monuments; development of and communication of inclusive narratives, and identification of institutional and policy reforms.

Section 5. VACANCIES: Vacancies on the CHART Committee shall be filled in the same manner as initial appointments.

Section 6. MEETINGS; DURATION: The CHART Committee is urged to complete its duties, in a phased approach, with all work to be completed by the end of December, 2022. The Committee shall conduct all meetings in accordance with adopted City policies and procedures, including the use of *Robert's Rules of Order* [~~in conducting its meetings when no other~~] unless another convention [~~has been~~] is adopted. The Committee shall set its own meetings, but shall meet not less than once per month.

Section 6. STAFF LIAISON: The City Manager shall direct staff resources to support the special committee.

Section 7. FACILITATION RESOURCES: The Governing Body shall

appropriate the funds for the facilitation of the committee's work. The appropriation shall include funding for a mediator with dispute resolution and restorative justice training and experience.

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/Culture and Reconciliation Committee

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 4, line 22 ***strike*** "Three" and ***insert*** in lieu thereof "Two"

2. On page 4, line 24 ***insert*** the following new paragraph:
   "12. One individual to be nominated by the Santa Fe County Board of Commissioners."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(A)

Culture and Reconciliation Committee (Abeyta Amend)

Final Audit Report 2020-10-28

Created:	2020-10-27
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARf2g90NXqAn0ugKseqj2RSxQe25eYjXm

"Culture and Reconciliation Committee (Abeyta Amend)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-10-27 - 9:38:10 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-10-27 - 9:40:16 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-10-28 - 0:36:25 AM GMT- IP address: 174.62.11.171

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-10-28 - 0:37:04 AM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-10-28 - 0:37:04 AM GMT

POWERED BY
Adobe Sign

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 25 after the period ***insert*** "The three chairs of the City Council Standing Committees and the Mayor shall review and evaluate the nominations."

Respectfully submitted,

_____
Alan Webber, Mayor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

Culture and Reconciliation Committee (Webber Amend)

Final Audit Report 2020-10-28

Created:	2020-10-28
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZAi7rjFYCwAZeC9kAHJmqF0GI12Rxug6

"Culture and Reconciliation Committee (Webber Amend)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-10-28 - 3:47:32 PM GMT- IP address: 75.161.147.182

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2020-10-28 - 3:48:30 PM GMT

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2020-10-28 - 3:53:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-10-28 - 3:53:45 PM GMT - Time Source: server- IP address: 174.62.11.171

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2020-10-28 - 3:53:45 PM GMT

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 4, line 2, after the period ***insert*** the following new sentence "At least eight members of the committee shall be persons nominated by members of the Governing Body."
2. On page 4, line 6, after "Mexico" ***insert*** ", two of which must be based in Santa Fe County"
3. On page 4, line 21, ***strike*** "One individual with mediator/dispute resolution training and experience" and ***insert*** in lieu thereof "A member of the Mayor's Youth Advisory Board or a nominee selected by the Mayor's Youth Advisory Board."
4. On page 5, line 17, after the period ***insert*** the following new sentence "The appropriation shall include funding for a mediator with dispute resolution training and experience."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(C)

Culture and Reconciliation Committee (Abeyta Amend 2)

Final Audit Report 2020-11-02

Created:	2020-10-30
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuProRII5cWCUbCPKRV-POwlQYU_vTU23

"Culture and Reconciliation Committee (Abeyta Amend 2)" History

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2020-10-30 - 9:14:27 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-11-02 - 5:53:17 PM GMT- IP address: 174.62.11.171

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
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Agreement completed.
2020-11-02 - 6:19:03 PM GMT

AMENDED

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 1, line 17, ***insert*** after "Plaza" ***insert*** ", the removal of the Don Diego de Vargas statute from Cathedral Park, and the boarding up of the Kit Carson memorial"
2. On page 1, line 25, ***strike*** "trained" and ***insert*** "with mediator/dispute resolution training and experience"
3. ~~[On page 2, line 19, ***insert*** the following new paragraph:~~
   ~~"B. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza beginning with the Soldier's Monument (the Obelisk) within six months of the Committee's first meeting;"~~
   ~~*** Editor's Note: Renumber the succeeding sections accordingly.**~~
4. ~~On page 2, ***strike*** lines 22-23 in their entirety~~
   ~~*** Editor's Note: Renumber the succeeding sections accordingly.**~~
5. ~~On page 3, line 14, ***strike*** "regular" and ***insert*** in lieu thereof "at a minimum" and ***strike*** "written updates" and ***insert*** in lieu thereof "public presentations"]~~
6. On page 3, line 21, ***strike*** "twenty-one" and ***insert*** in lieu thereof "nineteen"
7. On page 4, line 14, ***strike*** "national" [~~and ***insert*** in lieu thereof "New Mexico"~~]
8. <u>On page 4, line 15 after "experience" ***insert*** "with an emphasis on New Mexico history"</u>
9. One page 4, line 16 ***strike*** "Two" and ***insert*** in lieu thereof "One"
10. On page 4, ***strike*** lines 19-21 in their entirety
    *** Editor's Note: Renumber the succeeding sections accordingly.**
11. One page 4, line 22, ***strike*** "Three" and ***insert*** in lieu thereof "Four"

Respectfully submitted,

Chris Rivera, Councilor

Michael Garcia, Councilor

JoAnne Vigil Coppler, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

10255.4(D)

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

***** **<u>Underlined material</u> denotes added language**
[~~Bracketed~~] material denotes struck language

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 2, line 19, ***insert*** the following new paragraph:
   "B. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza beginning with the Soldier's Monument (the Obelisk) within six months of the Committee's first meeting;"
2. On page 2, ***strike*** lines 22-23 in their entirety

* **Editor's Note: Renumber the succeeding sections accordingly.**

Respectfully submitted,

_____ _____
Chris Rivera, Councilor Michael Garcia, Councilor

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 14, ***strike*** "regular" and ***insert*** in lieu thereof "at a minimum" and after "updates" ***insert*** "and public presentations every other month"

Respectfully submitted,

_____ _____
Chris Rivera, Councilor Michael Garcia, Councilor

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 21 ***insert*** the following new paragraph:

   "A. *CHART Committee Membership Nomination Review Panel.* A Committee Membership Nomination Review Panel ("CMNRP") is established and shall consist of five members as follows: one member of Hispanic heritage, one member of Native American/Indigenous heritage, one white member, and two members at-large. Three of the members shall be female, two shall be male. The Governing Body, concerned community groups, and the public at-large shall nominate candidates for the CMNRP. Nominations shall be submitted to the City Clerk within two weeks of the adoption of this Resolution. The Mayor shall make appointments to the CMNRP no later than one week from the close of nominations. The CMNRP shall evaluate and review nominations to the CHART committee membership to make recommendations regarding the CHART membership, using the criteria described in Section 4(B)(1)-(11). The CMNRP will use Section 4(B)(1)-(11) as its principal guidance for making recommendations, available to its members in the same way that it is the principal guidance for committee applicants. The CMNRP shall submit its recommendations to the Mayor no later than three weeks from the close of CHART membership nominations."

   *** Editor's Note: Renumber the succeeding sections accordingly**
2. On page 3, line 22 ***strike*** the second occurrence of "The" and ***insert*** in lieu thereof "CHART Committee"
3. On page 3, line 25 ***strike*** "two" and ***insert*** in lieu thereof "three"

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(G)

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 1, line 19 after "justice," ***insert*** "healing,"
2. On page 1, line 21 after "need" ***insert*** "to create a space"
3. On page 1, line 22 ***strike*** "and" and ***insert*** in lieu thereof a comma
4. On page 1, line 22 after "heard" ***insert*** ", and to listen"
5. On page 2, line 8 after "Santa Fe" ***insert*** "and its connection to the region,"
6. On page 2, line 17 ***strike*** "and"
7. On page 2, line 17 after "understanding" ***insert*** ", and healing;"
8. On page 3, line 5 ***strike*** "humane and"
9. On page 3, line 6 after "all" ***insert*** "with a better understanding about the cultural legacies of our community"
10. On page 3, line 9 ***strike*** "the" and ***insert*** in lieu thereof "our"
11. On page 3, line 9 after "history" ***insert*** "and heritage;"
12. On page 3, line 21 ***strike*** "twenty-one" and ***insert*** in lieu thereof "seventeen"
13. On page 3, line 22 ***strike*** "The" and ***insert*** in lieu thereof "Interested"
14. On page 3, line 22 ***strike*** "are not required to" and ***insert*** in lieu thereof "shall"
15. On page 3, line 22 after "Santa Fe" ***insert*** ", Santa Fe County, or northern New Mexico"
16. On page 3, line 22 ***strike*** "The members" and ***insert*** in lieu thereof "Interested persons"
17. On page 3, lines 23 and 24 ***strike*** "be nominated by Governing Body members, concerned community groups, and the public at-large" and ***insert*** in lieu thereof "submit letters of interest about why they would like to serve"
18. On page 3, line 24 ***strike*** "Nominations" and ***insert*** in lieu thereof "Letters of interest"
19. On page 3, line 25 after "Mayor" i***nsert*** ", with input from the City Council"
20. On page 4, line 2 ***strike*** "nominations" and ***insert*** in lieu thereof "acceptance of letters of interest."
21. On page 4, line 2 ***strike*** "The Mayor shall appoint the chair or co-chairs;" and capitalize the first letter of the new sentence
22. On page 4, line 3, after "a" ***insert*** "chair and"
23. On page 4 line 9, ***strike*** "and/or"
24. On page 4, line 10 ***strike*** the comma
25. On page 4, line 10 after "culture" ***insert*** ", and/or museum or other professional historical interpretation experience"
26. On page 4, ***strike*** lines 14-15 in their entirety
*** Editor's Note: Renumber the succeeding paragraphs accordingly.**
27. On page 4, line 16 ***strike*** "Two" and ***insert*** in lieu thereof "One" and make "officials" singular
28. On page 4, strike lines 17-21 in their entirety
*** Editor's Note: Renumber the succeeding paragraphs accordingly.**
26. On page 4, line 22, ***strike*** "Three" and insert in lieu thereof "Four"
27. On page 5, line 10, after "duties" ***insert*** ", in a phased approach, with all work to be completed"
28. On page 5, line 12, ***strike*** "in conducting its meetings, when no other" and ***insert*** in lieu thereof "unless another"

30. On page 5, line 12 ***strike*** "has been" and ***insert*** in lieu thereof "is"

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

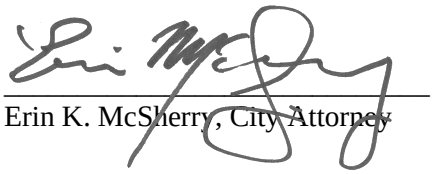
1. On page 1, after "Plaza" ***insert*** ", the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial"
2. On page 1, line 19 after "justice**"** ***insert*** ", healing"
3. On page 1, line 21 after "need" ***insert*** "to create a process"
4. On page 1, line 22 ***strike*** "and" and ***insert*** in lieu thereof a comma; after "heard" ***insert*** ", and to listen"
5. On page 1, line 25 ***strike*** "professional trained" and ***insert*** in lieu thereof "mediator with dispute resolution training and experience"
6. On page 2, line 8 after "Santa Fe" ***insert*** "and its connections to the surrounding regions of the state"
7. On page 2, line 17 ***strike*** "and"; after "understanding" ***insert*** ", and healing"
8. On page 3, line 5 ***strike*** "humane and"
9. On page 3, line 6 after "all" ***insert*** "with a better understanding of the complexity of our cultural legacies"
10. On page 3, line 9 ***strike*** "the" and ***insert*** in lieu thereof "our"; after "history" ***insert*** "and heritage"
11. On page 3, line 22 ***strike*** "The members are not required to be residents of the City of Santa Fe" and ***insert*** in lieu thereof "Interested members shall be residents of New Mexico"
12. On page 3, line 22 after the period ***strike*** the remainder of the line, ***strike*** all of line 23, and ***strike*** line 24 through "at-large."
13. On page 3, line 24 ***strike*** "Nominations" and ***insert*** in lieu thereof "Letters of interest"
14. On page 4, line 3 after "a" ***insert*** "chair and"
15. On page 4, line 6 after "Mexico" ***insert*** ", two of which must be based in Santa Fe County"
16. On page 4, line 9 ***strike*** "Two individuals" and ***insert*** in lieu thereof "One individual"
17. On page 4, line 16 ***strike*** "Two" and ***insert*** in lieu thereof "One" and make "officials" singular
18. On page 4, ***strike*** lines 17-21 in their entirety
19. ***Renumber*** succeeding subsections accordingly
20. On page 5, line 17 after the period ***insert*** "The appropriation shall include funding for a mediator with dispute resolution training and experience."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

10255.4(I)

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

FIR No. 3287

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Hosting Community Conversations and Establishing the Culture, History, Art, Reconciliation, and Truth (CHART) Committee

Sponsor(s): Mayor Webber, Councilors Garcia, Vigil Coppler, Villarreal, Cassutt-Sanchez, Romero-Wirth, and Lindell.

Reviewing Department(s): Office of Community Engagement, City Attorney's Office, Arts and Culture Department

Staff Completing FIR: Kristine Mihelcic Date: 10/16/20 Phone: 505-955-6846

Reviewed by City Attorney: _____ Date: Oct 26, 2020

Reviewed by Finance Director: Mary McCoy Date: Oct 26, 2020

Summary:
The proposed Resolution calls for Community Conversations and creates a Special Committee on Cultures, History, Art, Reconciliation, and Truth to identify ways Santa Fe can join together in a shared understanding to enhance community commons.

Departments Affected:
Office of Community Engagement; Arts and Culture Department

Consequences of Not Enacting Legislation:
There is an urgent call to action to discuss our cultural histories and current viewpoints to seek solutions for a future of peace, justice, and reconciliation. City leadership recognizes the need for community engagement to encourage people to speak and be heard. By failing to create this committee as a way for people to be heard and to address our cultural histories, the City would invite more conflict and contention to take root, which could result in additional violence and destruction of property.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
We are currently reviewing to determine the staffing needs, whether it be internal or a contract to manage.

Fiscal Implications:
Some staff time will be required to staff the committee, but we are reviewing to determine if this can be considered absorbed costs and within the current purview of either the Office of Community Engagement or Arts and Culture Department.

Based on previous projects and the investment in our community, approximately $300,000 is required to have a culturally competent facilitator on contract to conduct community listening sessions and compile an oral history report, including design, publication, and outreach.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2021	FYE 2022	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 150,000	$ 150,000	$ 0	Y	NR	TBD	
Operating	$	$	$				$
Total:	$ 150,000	$ 150,000	$				$ 300,000

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

Expenditure Narrative:

Some staff time will be required to staff the committee, but we are reviewing to determine if this can be considered absorbed costs and within the current purview of either the Office of Community Engagement or Arts and Culture Department.

Based on previous projects, the investment in our community of approximately $300,000 is required to have a culturally competent facilitator on contract to conduct community listening sessions and compile oral history report, including design and publication. This will ensure the project will truly reach most segments of the population in partnership with the neighborhoods. The listening sessions will be conducted virtually due to the pandemic and also in person with limited contact per the Public Health Order in place. The funding sources are still being reviewed and we are looking for potential funding sources internally and externally.

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:

No revenue.

Culture and Reconciliation Committee (FIR)(For Signature)

Final Audit Report 2020-10-26

Created:	2020-10-26
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvcAw4AIwftIy8r8DszRJYMtYTZqW58cC

"Culture and Reconciliation Committee (FIR)(For Signature)" History

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2020-10-26 - 4:30:42 PM GMT

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2020-10-26 - 4:42:17 PM GMT- IP address: 174.62.11.171

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Signature Date: 2020-10-26 - 4:42:55 PM GMT - Time Source: server- IP address: 174.62.11.171

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-10-26 - 4:42:57 PM GMT

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2020-10-26 - 4:56:18 PM GMT- IP address: 104.47.64.254

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Signature Date: 2020-10-26 - 4:57:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-10-26 - 4:57:09 PM GMT

Adobe Sign

8. **PUBLIC HEARINGS**

a CONSIDERATION OF RESOLUTION NO. 2020-____. (Mayor Webber, Councilor Garcia, Councilor Villarreal, Councilor Cassutt-Sanchez, Councilor Vigil Coppler, Councilor Romero-Wirth, and Councilor Lindell)
A Resolution Hosting Community Conversations and Establishing a Special City Committee On Santa Fe's Cultures, Histories, Art, Reconciliation, and Truth. (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

Name: Bob Alei
Comment - 12/15/2020 03:14 PM: (For)
A few thoughts:
a) the committee needs to be made up of people who fully represent the diversity of Santa Fe – including youth, Indigenous, Spanish, Mexican, Anglo, LGBTQ, straight, longtime residents, new residents, etc.
b) the committee needs a professional facilitator well versed in bringing diverse views together.
c) one of it's main tasks should be to hold a series of ongoing, facilitated conversations among community members, publicized widely and designed explicitly to explore the full history of this place, it's people, and it's ecology – from before the time that Onate arrived through the present.

Name: Stefanie Beninato
Comment - 12/16/2020 09:03 AM: (No Vote)
16 Dec 2020

F I think it is dangerous and probably impossible for the Commission to "recommend an inclusive historical narrative" As a public historian, I am much more interested in having individual groups' narratives preserved and perhaps a discussion on common ground, intersections where divergence in histories occur, why and then maybe an attempt at reconciling them—not sure if that is condescending or even possible. I think it is better to gather and acknowledge the different perspectives.

H
Stewarding the story telling of city residents—isn't that a task already assigned to the city Historian? I know when I applied this past round, it was a project I has suggested for this office and I thought the person selected also mentioned it as a priority task—not sure about the latter.

I like the change to require Commission members to be from city or county—northern NM seems a little vast.

I would like a reference to the Open Meetings Act—no closed doors as with the discussion about the Entrada.

Is a committee to select Commission members politically insulated given mayor selects members? Will five people really be representative of ethnic and gender diversity including surrounding pueblo?

Also I could not open any of the attachments that were part of the file.

Stefanie Benianto, Ph.D.

Name: Ronald S. Trujillo
Comment - 12/16/2020 11:18 AM: (No Vote)
Mayor and Councilors

I write to you as General Presidente of Los Caballeros DeVargas and want to comment on the proposed substitute resolution creating the CHART Commission.

We the Caballeros DeVargas have been effected by the Mayors and Councilor Villareals decisions to meet with 3 Sisters and the Red Nations regarding monuments here in Santa Fe. As we all know our DeVargas Statue which we donated to the City of Santa Fe was removed in the secrecy of the night without any input from our organization or the general public. It was said that this decision was based on protecting the Statue of Don Diego DeVargas from Vandalism, but the decision to remove the statue, Obelisk and the Kit Carson Monument were made by the mayor after he met with 3 Sisters.

My concern with the substitute resolution is that yes you are now giving more people the chance to speak on this issue but my concern is that now that everyone will be able to speak on this issue will 3 Sisters and Red Nation organize their supporters and inure that they show up at these meetings to speak thus if 300 people show up to speak and 200 of them are from RN and 3S and are not from Santa Fe those of us who actually **HAVE SKIN IN THE GAME** will be heard but again outnumbered by those who were shipped in to speak from other Cities and States.

Therefore I am asking the Council to TABLE this RESOLUTION and send it back to the appropriate committees to be vetted as I and other citizens just received a copy of this resolution last night or woke up and saw it advertised in the Santa Fe New Mexican. I have been reading through it so that I can understand what's the new intent of the substitute resolution. City Government should not work in a way that a resolution is placed up for a vote without giving everyone a chance to speak and comment on it at committees.

Its like removing statues in the middle of the night without speaking to those who donated it to the city

ITS JUST NOT THE PROPER WAY TO DO BUSINESS

I actually like that you are giving more people the opportunity to speak instead of stacking this group with people who I believe would vote to abolish most of monuments in our city based on what they believe instead of actually knowing history and learning from it.

Thank you for your time and I hope that this resolution is tabled and sent back to committees.

YOU ALL KNOW ITS THE RIGHT THING TO DO!

Ronald S. Trujillo
General Presidente Caballeros DeVargas

City of Santa Fe, New Mexico
Memorandum

DATE: December 16, 2020

TO: Governing Body
Quality of Life Committee
Finance Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (12-17-20)

FROM: Ben Valdez, Deputy Chief of Police BV DC 12/16/20

ITEM AND ISSUE:
Request for the approval of the Agreement between the City of Santa Fe and American Traffic Solutions, Inc, doing business as Verra Mobility, for providing equipment and services for the Santa Fe Traffic Operations Program (STOP). Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

Public safety is the highest priority of the City of Santa Fe Police. It is imperative the City of Santa Fe adopt and employ traffic enforcement policies that emphasize strict enforcement, not only for public safety but also for ensuring the quality of life for our constituents.

Unsafe driving related to speeding continues to be a concern. In response, the Police Department has conducted several Traffic Safety Operations to conduct enforcement and education with unsafe drivers. The challenge with these operations is they are costly and often require personnel to be assigned on an overtime assignment to remain in the area identified to be a location where traffic violations are occurring.

From 2009 to 2013, the City of Santa Fe deployed Mobile Speed Vans (MSV) within the City of Santa Fe for the purpose of deterring and reducing speed complaints and minimizing vehicle crashes as a result of speeding. During the time the program was operational, 33,370 speeding citations were issued. In 2014, the City of Santa Fe chose not to continue with the services of the MSV vendor. On August 30, 2017, Councilors Signe Lindell, Mike Harris, Ronald Trujillo, and Peter Ives endorsed a resolution directing the City of Santa Fe City Manager to restart the STOP Program, Santa Fe Resolution NO. 2017-62.

As a result, the Police Department solicited services through a Request for Proposal, Santa Fe Traffic Operations Program (STOP) RFP No 18/27/P, and identified two potential vendors; Redflex and Verra Mobility Corporation (formally known as American Traffic Solutions). After a thorough evaluation, Verra Mobility Corporation was selected.

Information on the relaunch of the STOP Program was provided by Chief Padilla on September 25, 2019, to the Governing Body during an informational presentation at a City Council Meeting.

On January 29, 2020, Ordinance No. 2020-2 was passed, approved and adopted. The ordinance provided the following:

a) More than five (5) miles per hour over the speed limit in school or construction zones: one hundred dollars ($100.00):
b) More than ten (10) miles per hour over the speed limit in all other locations: fifty dollars ($50.00).
c) Removed increased fines for subsequent STOP violations within a two-year period.
d) The ordinance has a provision to permit the hearing officer to allow individuals issued a violation to complete community service as an alternative to payment of fines.

The terms of the contract between the City of Santa Fe and Verra Mobility were agreed upon by Verra Mobility on December 11, 2020, and is now being brought before City leadership for review and consideration.

The STOP Program has been a proven asset for improving roadway safety in our community while it was operational. Furthermore, it is able to operate on the revenue generated through violations paid. The revenue generated from the program is anticipated to be self-sustainable to operate the program. As fees are collected for violations, the program is invoiced for violations issued and fees received. The invoice is paid by the revenue generated through violations. In addition, Verra Mobility will be utilized to collect default payments.

Revenue generated from the fees for violations have to be distributed in a certain manner.

- New Mexico State Law requires 50% of each violation paid to be submitted to the State and the operating agency maintains the remaining 50 % of the paid violation.
- Of the 50% that the STOP Program receives, 40% is paid to the vendor for providing services and the STOP Program retains 10% of the total amount paid for the violation.
- The break down for a $50 violation is as follows: $25 to State of New Mexico, $20 to vendor, and $5 to the STOP Program.

The revenue generated for the program will be primarily for operating expenses of the program as provided in the agreement. If funding is available beyond the operating expense, it will be utilized to purchase equipment for traffic safety operations. Based on the anticipated revenue generated, small equipment purchases may include hand held and in vehicle speed monitoring devices, JAMAR traffic surveying devices, traffic calming signage, flashlights, reflective traffic safety vests, and in car and body worn camera devices and equipment.

Expenditure Funds
Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Grants/2230315
Munis Object Name/Number: Professional Contracts/510300

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Grants/2230315
Munis Object Name/Number: Operating Supplies/530200

Revenue Fund
Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Grants/2230315
Munis Object Name/Number: Violations/450900

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval of the agreement between the City of Santa Fe and American Traffic Solutions, Inc, doing business as Verra Mobility.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: American Traffic Solutions dba Verra Mobility

Procurement Title: Santa Fe Traffic Operations Program (STOP) / Traffic Safety Camera Devices

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 Santa Fe Police Staff Name Ben Valdez, Deputy Chief of Police

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Ben Valdez | Deputy Chief of Police | 12/22/2020

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

Fran Dunaway (Dec 28, 2020 16:46 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.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202475**

Contractor: **American Traffic Solutions dba Verra Mobility**

Description: **Contract for providing services and equipment for the Santa Fe Traffic Operations Program (STOP) / Traffic Safety Camera Devices.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon Approval** Term End Date: **6/30/2024**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: **New Contract**

Fran Dunaway (Dec 28, 2020 16:46 MST) Dec 28, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. Funding Source: **Revenue / Expenses** Org / Object: **Refer to FIR (Multiple)**

Alexis Lotero (Dec 28, 2020 16:11 MST) Dec 28, 2020

Budget Officer Approval: Date:

Comment & Exceptions: 2230315.510300 (510300,530200,450900) 12/28/20

Staff Contact who completed this form: **Ben Valdez, Deputy Chief** Phone # **505-955-5040**

Email: **bpvaldez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item#_____
Munis Contract# _____

City of Santa Fe Contract
Santa Fe Traffic Operations Program

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and American Traffic Solutions, Inc., doing business as Verra Mobility, a Kansas corporation, herein after referred to as the "Contractor" or "Verra Mobility".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor shall perform the following work:

A. Provide as many camera speed devices and/or vehicles as needed capable of monitoring speed violations.

B. Provide hardware and software to photographically capture violations of the STOP Ordinance.

C. Provide the City with upgrades to software or hardware at no additional cost.

D. Establish a relationship with the New Mexico Taxation and Revenue Department, Motor Vehicle Division (MVD) to enable the Contractor to access the MVD records to identify the registered owner of vehicles violating the STOP Ordinance.

E. Provide a speed verification mechanism that ensures accurate speed measurements, separate from the camera speed devices and/or vehicles.

F. Provide services for identifying the ownership of the vehicle involved in the violation. Print and mail STOP Fine Notices and Notices of Default to violators of the STOP Ordinance, in a format approved by the City.

G. Provide at least one photograph of the violation printed on the STOP Fine Notice.

H. Meet the time limits on the processing of violations (including detection, providing images and video to Police Department for approval, mailing, and processing monies received) as specified in the Ordinance and applicable statute.

I. Calculate the amount due for a STOP Fine and for applicable late fees (based on the City Ordinance), print that amount on the STOP Fine Notice, and publish the amount due on an Internet-accessible location for the violator to view.

J. Provide access to the video of the violation, or upon the City's request, and training for the users of the system.

K. Provide access to a Santa Fe Police Officer(s) to view the video of each violation to gauge whether a violation occurred, prior to the issuance of a STOP Fine Notice.

L. Provide quality control so that a police officer is required to review only those violations in which the vehicle in violation can be clearly identified by license plate and MVD records.

M. Facilitate the City's acceptance of payments from violators for amounts due based on STOP Fines and applicable late fees.

N. Provide a list to the City of all outstanding violator amounts owed to the City on quarterly basis. The City will be responsible for the collection of all outstanding amounts via a third-party collection organization.

O. Provide access to the video (captured at the time of violation) to the City of Santa Fe Police Department and other City Administrators as well as violators (members of the general public) from any Internet-connected computer upon the issuance of a STOP Fine Notice.

P. Enable the Police Department, Hearing Officers, and others as designated by the Police Department to log onto the Internet-based system to change the status of a violator's record (e.g. "Hold during pendency of hearing without calculating default"; "Found responsible (at hearing)"; etc.)

Q. Provide images and full motion video sufficient to allow a minimum of a 75% issuance rate, defined as the percentage of STOP Fines issued out of the total number of violations captured.

R. Provide auditable results of the number of violations captured and the number of violations that were unusable based on (1) obscured view, paper license plate, ineffective flash, environmental factors, etc., (2) equipment failure, or (3) inability to match license plate to MVD records.

S. Provide and maintain data collected during Agreement in regards to all STOP Fine Notices and/or violations in accordance with the data retention schedule set forth on Exhibit "B" and understand that all data is official record of the City of Santa Fe.

T. The City hereby engages the Contractor to provide the services described in Exhibit "A" attached hereto.

2. Compensation

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here.

Product Description	**Fee***
Mobile Speed Camera System – the parties shall mutually agree on the number of units to be deployed. As per **EXHIBIT D**	Percentage of Each Paid Citation: **40%***
Transportable Speed Camera System – the parties shall mutually agree on the number of units to be deployed. The City is to provide all pedestals to secure the unit. If available, the City agrees to allow Contractor access to existing the City power sources at the nearest locations where such power source may exist. The deployment strategy for this system can range from a one to one relationship between pedestals and unattended units or to install more pedestals than unattended units and to rotate the unattended units between the pedestals.	Percentage of Each Paid Citation: **40%***
Handheld Camera Systems – the parties shall mutually agree on the number of deployed units.	Percentage of Each Paid Citation: **40%***
Communications Device In Vehicle (mountable) Portable Mobile (including battery)	$100 per device per month
Replacement Device Fee Camera System Communications Device: In Vehicle (mountable) Portable Mobile (including battery) Mobile Battery	 $6,950 $1,150 $1,100 $1,250 $115

Subsequent Notices Mailing Fee – For any additional notices sent by First Class Mail required by the City or required by law, Contractor will charge the City a Subsequent Notices Mailing Fee. (As per EXHIBIT A, Additional Scope of Work, Section 1., 1.2.4)	$2 per notice
Expert Witness	$200.00 per hour
The City will reimburse for the actual cost of travel and lodging for the expert witness.	

Service Fees: All service fees per camera system above includes all costs required and associated with a camera system installation for monitoring up to 4 lanes and two signal phases, routine maintenance, and use of Axsis System for back-office operations. This includes: camera equipment for monitoring up to 4-lanes and up to two (2) signal phases, installation, maintenance, event processing services, DMV records access, First Class mailing of citations with return envelope, mailing of second notice (as needed), lockbox and e-payment processing services (excluding user convenience fee, which is paid by payor), IVR call center support for general Program questions and public awareness Program support. This pricing applies to all camera systems installed or deployed within the first twelve (12) months of the term of this Agreement. Monthly service fee includes postage for the first class mailing of the 1st and 2nd notices. Any required certified mail is not included and the fee is extra and will be billed per unit as published by the US Postal Service (http://www.usps.com/prices/extra-services-prices.htm).

*Fee Per Paid Citation – Limitations. This pricing option shall not apply if: (1) the City elects not to pursue collections on unpaid Violations; (2) the City waives and/or fails to timely process more than ten percent (10%) of valid events forwarded to the law enforcement agency according to the Business Rule; or (3) the City does not institute a registration hold for violators who are liable and do not pay, if permitted by law. If this pricing is deemed not to apply, the fee paid by the City to Contractor shall be $5,000 per Camera System per month.

Contractor's monthly fee includes postage for the first class mailing of the 1st notice. Certified mail is extra and will be billed per unit as published by the US Postal Service plus a $2.00 per unit service charge.

Other jurisdictions may purchase off this Agreement subject to negotiations and mutual agreement of terms and conditions specific to the other jurisdiction.

2.0 Optional Collection Services:

Contractor may initiate collection efforts of delinquent notices upon written request by the City, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Contractor will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Contractor Fees noted above.

Delinquent Collections Services 30% of Recovered Revenue

In the event that the City elects to have Contractor provide collections services, the City shall so notify Contractor in writing. The City agrees that, once Contractor's collections services are elected, the City may not utilize another vendor for these collections services without prior written consent from Contractor through an amendment to this Agreement.

3. Payment Provisions

All payments under this Agreement are subject to the following provisions:

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Agreement to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

4. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City and end eighteen months later. The City reserves the right to renew the contract for a period of two and a half (2 1/2) additional years on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not

be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 6.A and 16, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2) Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 16, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

E. Upon termination of this Agreement, including because it has reached the end of its term or as a result of a non-renewal the Agreement, the parties recognize that City will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

(i) The City shall cease using the Axsis System to capture Events.
(ii) Unless it is unlawful to do so, Contractor will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly fee per Camera System. After such ninety (90) day period, Contractor will terminate all use of the Axsis System for the City's Program and upon such termination, the Axsis System, including violationinfo.com website, and related lockbox shall no longer be capable of accepting payments.
(iii) The City shall return or allow the Contractor to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
(iv) In the event of termination by Contractor for breach of this Agreement by the City, Contractor shall cease processing Events as of the date of termination.

7. 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 or to agree to the reduced funding.

8. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority. The City hereby grants Contractor the authority to act on its behalf as a limited agent of the City for purposes of (i) facilitating the establishment and maintaining bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules.

9. 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.

10. 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.

11. Non-Collusion

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

12. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. Commercial Warranty

Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. Condition of Proposed Items

It is understood that the Camera Systems, component parts and related equipment provided or utilized under this Agreement shall be either new or refurbished as reasonably determined by the Contractor. If refurbished Camera Systems, component parts or related equipment are provided or utilized under this Agreement, the City shall have the right to reject such Camera Systems, component parts or related equipment to the extent that (i) they fail to perform in accordance with the terms of this Agreement or (ii) prior to initial deployment, there is visible damage or wear and tear.

15. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These

records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover payments in excess amounts permitted under this Agreement or illegal payments.

16. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. Release

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

18. Confidentiality

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

19. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this

Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 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.

20. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

24. Indemnification

The Contractor shall indemnify, hold harmless and defend the City and its employees from all losses, damages, claims, judgments, suits, actions, liabilities and costs of any kind, including payments of reasonable attorney's fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever for personal injury or damage to property arising from the acts or omissions of the Contractor (including its employees, agents, officers, or representatives and subcontractors). The Contractor shall not be liable for any injury or damage as a result of any negligent performance under this Agreement, willful misconduct or material breach of this Agreement, act or omission committed by the City, its officers or employees.

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. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. 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.

30. Inspection

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at destination. Tangible personal property rejected at destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

For the avoidance of doubt, this Agreement is not for the purchase of tangible personal property (goods).

31. Inspection of Services

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with

the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

32. 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.

33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. 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.

35. 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.

36. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase

price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

The Agreement paragraphs titled "Termination; Patent, Copyright, Trademark, and Trade Secret
Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 6 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material

representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further, the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in total compensation must be reflected in an Amendment executed pursuant to Section 7 of this Agreement.

40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM 87507

Contact: Benjamin Valdez
Deputy Chief of Police / Administration
Santa Fe Police Department
Phone: 505-955-5040
Email: bpvaldez@santafenm.gov

To the Contractor:

American Traffic Solutions, Inc. dba Verra Mobility
1150 North Alma School Road
Mesa, AZ 85201

Contact: Garrett Miller
Executive Vice President, Government Solutions
Phone: (480) 443-7000
Email: garrett.miller@verramobility.com

with a copy to:

Verra Mobility
1150 North Alma School Road
Mesa, AZ 85201
ATTN: Deputy General Counsel, Government Solutions

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

DATE: _____

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 1, 2020 15:01 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

DATE: _____

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR AL

DATE: _____

2230315.510300 (510300,530200,450900)
Org.Name/Org.#

CONTRACTOR:
American Traffic Solutions, Inc.
dba Verra Mobility

_____
Garrett Miller

_____
Executive Vice President
DATE: 12/10/2020

CRS# 0341923600

Registration # 223516

EXHIBIT A
ADDITIONAL SCOPE OF WORK

DEFINITIONS

As used in **EXHIBITS A through E**, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"***Approach***": One (1) direction of travel on a road or a traffic intersection, including up to four (4) contiguous lanes controlled by up to two (2) signal phases.

"***Axsis***" or "***Axsis System***": The proprietary back-end system that processes violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts

"***Business Hours***": Eight (8) hours per day, Monday through Friday, excluding weekends and City holidays.

"***Business Rules***": The Business Rules Questionnaire to be completed by the City and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

"***Camera System***" or "***Camera***": A Mobile Speed Camera System, Handheld Camera System, or Transportable Camera System.

"***Citation***": A citation or notice of violation or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in Axsis.

"***Communications Device***": means either an in-vehicle (mountable), portable, or mobile (battery operated) modem.

"***Designated Safety Zone***": A designated safety zone in which a Camera System may be installed or deployed.

"***Event***": A potential Violation captured by the Camera System.

"***Fees***": The amount payable by the City to Verra Mobility for equipment, services, and maintenance as set forth in **Section 2. Compensation** of the Agreement.

"***Handheld Camera System***": A handheld speed photo-traffic monitoring device that uses Lidar technology to capture the speed of a motor vehicle and generates recorded images of an Event.

"***Mobile Speed Camera System***": A Camera System, which is capable of capturing speed Violations, installed in a Verra Mobility-provided, or otherwise Verra Mobility approved, vehicle.

"***Notice to Proceed***": Written confirmation from the City that Verra Mobility may proceed with the installation or delivery of a given Camera System, a form of which is attached as **EXHIBIT D & E**.

"***Owner***": The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

"***Paid Citation***": A situation where the Person cited has paid any portion of the fine and applicable court costs associated with the particular Citation.

"***Person***" or "***Persons***": Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"***Project Time Line***": The initial schedule and timelines required to begin the implementation of the City's project, as mutually agreed upon by the Parties.

"***System***": A Camera System and the related infrastructure.

"***Transportable Camera System***": A photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation on up to four (4) contiguous lanes which records such data with one (1) or more images of such vehicle, which is capable of capturing speed Violations and capable of being moved from a Designated Safety Zone to another.

"***Violation***": A failure to obey an applicable traffic law or regulation for operating a motor vehicle in excess of the posted speed limit.

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

1.1.1 Verra Mobility agrees to provide Camera System(s), use of the Axsis System and related services to the City as outlined in this Agreement, excluding those items identified in Section 2 titled "City Scope of Work". Verra Mobility and the City understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper Party the responsibility and cost for such items.

1.1.2 The City and Verra Mobility will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the Parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.

1.1.3 Verra Mobility will conduct a Site Selection Analysis of Transportable Camera System candidate sites and will assist the City in determining which Approaches

will be the most beneficial to the City in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering feasibility assessment. Transportable Camera System deployments will be based on mutual agreement by the City and Verra Mobility.

1.1.4 Verra Mobility will install or deploy Transportable Camera System(s) or Mobile Camera Systems, as applicable, at a number of intersections or Designated Safety Zones to be mutually agreed upon between Verra Mobility and the City after completion of Site Selection Analysis, where applicable, and reflected in a written Notice to Proceed. In addition to any initial Designated Intersections the Parties may mutually agree to add additional Camera System(s) or Approaches, which shall be reflected in a written Notice to Proceed.

1.1.5 Verra Mobility's Communications Department will assist the City with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy.

1.1.6 Verra Mobility agrees to provide a secure website (www.violationinfo.com) accessible to Owners who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, a space will be provided for a Frequently Asked Questions (F.A.Q.) page approved by the City. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.

1.1.7 Verra Mobility will provide technician site visits to each Transportable Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. Verra Mobility shall maintain the Mobile Speed Camera Systems.

1.1.8 Verra Mobility shall take reasonable commercially best efforts to repair a non-functional Mobile Speed Camera Systems and Transportable Camera Systems within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction, except for causes of Force Majeure.

1.1.9 If the City is using Verra Mobility facilitated lockbox or e-payment services, City shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.6 below.

1.1.10 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of $5.00 or up to 5% of the total payment, for each electronic payment processed, whichever is higher. The violator (or other payor) pays such fee when the violator (or other payor) uses an electronic payment channel.

1.2 VERRA MOBILITY OPERATIONS

1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the City's Business Rules.

1.2.2 If a warning period is required, Verra Mobility shall provide the City with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed or deployed Camera System. The City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days the City shall be responsible for the normal monthly Service Fee.

1.2.3 Verra Mobility shall provide the City with access to the Axsis System, including image processing, first, second, and final notice printing and mailing per Violation, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. In the case of a transfer of liability by the Owner, the Axsis System shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or by a rental car company.

1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by First Class or other mail means for additional compensation to Verra Mobility as agreed upon by the Parties.

1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the City's Business Rules.

1.2.6 Verra Mobility shall seek records from out-of-state vehicle registration databases and use such records to assist the City in processing Citations. In its capacity as limited agent and pursuant to the DMV Services Subscriber Authorization found in **EXHIBIT C**, Verra Mobility may seek records from out-of-state vehicle registration databases. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.

1.2.7 The Axsis System shall provide the City with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to the City, Verra Mobility reserves the right to modify the suite of standard program reporting available to the City, so long as such change applies generally to cities with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.

1.2.8 During the twelve (12) month period following the installation or deployment of the first Camera System, upon Verra Mobility's receipt of a written request from the City at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide the City with or

train a local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the Axsis System until judicial notice is taken. The City shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, the City shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.

1.2.9 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and the City shall bear the cost of repair equally with the City reimbursing Verra Mobility for its portion of the cost of repair.

1.2.10 Verra Mobility shall provide a help-line to assist the City with resolving any problems encountered regarding its Camera System and/or the Axsis System. The help-line shall function during Business Hours.

1.2.11 As part of the Axsis System, a website will be made available to allow alleged violators the ability to view their Citations online. This online viewing system shall include a link to the Verra Mobility payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the court, may be directed to and processed by Verra Mobility processors and communicated to the court via the Axsis transfer described above.

1.2.12 Verra Mobility will replace, as necessary, the Handheld Camera Systems and Communication Devices as set forth in Subsection 2.1.14. Verra Mobility will provide or facilitate the annual re-calibration of the Handheld Camera Systems as set forth in Subsection 2.1.14.

1.2.13 Verra Mobility shall make available to the City the Enhanced Vide Services as described in Subsection 2.1.15.

1.2.14 Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the Axsis System provided for use by the City under the terms and conditions of this Agreement. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants the City a non-exclusive, non-transferable license to use the Axsis System. Verra Mobility shall retain the right to use to all meta-data, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the program data.

2. CITY SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

2.1.1 The City shall provide officers certified in operation of both radar and lidar devices, who shall deploy the Handheld Camera Systems after completing the training on the use and operation of the Handheld and Transportable Camera Systems by Verra Mobility ("Authorized Officers").

2.1.2 The City shall provide the proper staffing and shall be responsible for all compensation and benefits of the Authorized Officers.

2.1.3 Within seven (7) business days of the Effective Date of this Agreement, the City shall provide Verra Mobility with the name, title, mailing address, email address and phone number of:

a. A project manager with authority to coordinate the City responsibilities under this Agreement;
b. Municipal Court manager responsible for oversight of all Court-related program requirements;
c. The police contact;
d. The court contact;
e. The person responsible for overseeing payments by violators (might be court);
f. The Prosecuting Attorney;
g. The City Attorney;
h. The finance contact (who receives the invoices and will be in charge of reconciliation);
i. The IT person for the law enforcement agency;
j. The IT person for the courts;
k. The public works and/or engineering contact responsible for issuing any/all permits for construction; and
l. Municipal Court manager responsible for oversight of all Court-related program requirements.

2.1.4 The City and Verra Mobility shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the Parties. The City shall make every effort to adhere to the Project Time Line.

2.1.5 Verra Mobility to provide the City with a mock-up of the Citation within fifteen (15) days of the Effective Date of this Agreement. The City shall provide a revised draft of the Citation in accordance with the City's local law and state law within fifteen (15) days of receipt of the mock-ups from Verra Mobility.

2.1.6 City shall designate a City account for deposit / settlement of funds paid by violators. Within seven (7) business days of receipt by City, City shall provide Verra Mobility completed banking forms, which may include among others a

participation agreement and submerchant agreement with the payment processor as well as a bank verification letter prepared by the City's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification.

2.1.7 The City shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT C**) to provide verification to the National Law Enforcement Telecommunications System (NLETS), State Department of Motor Vehicles, or appropriate authority indicating that Verra Mobility is acting on behalf of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1) and as may otherwise be provided or required by any provision of applicable state law.

2.1.8 The City shall prepare the Business Rules for implementation and operation of the Program.

2.1.9 The City is responsible for all final jurisdictional issues.

2.1.10 Once a Notice to Proceed is granted to Verra Mobility in writing, the City shall not issue a stop work order to suspend activity on the implementation process, unless the City reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.

2.1.11 Once a Mobile Speed Camera System or Transportable Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service.

2.1.12 The City shall not use the Camera Systems or Axsis for any purpose not permitted by law.

2.1.13 In the event that remote access to the Axsis System is blocked by the City network security infrastructure, the City's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

2.1.14 Handheld Photo Enforcement

2.1.14.1 The City is responsible for immediately contacting the help-line in the event that a Handheld Camera System or Communications Device is in need of repair. If trouble-shooting is unsuccessful, within three (3) business days, Verra Mobility will ship a replacement Handheld Camera System or Communications Device, as applicable, to the City ("Replacement Device") and shipping materials, and within three (3) business days of receipt of the Replacement Device and shipping materials, the City shall return the Handheld Camera System or Communications Device in need of repair or replacement to Verra Mobility in the provided shipping

materials. The City shall reimburse Verra Mobility for the cost of repair or the replacement (such replacement being at the cost set forth in **Section 2. Compensation**) for any damage to the Handheld Camera Systems, Communications Devices, or other Verra Mobility-owned property to the extent the damage is caused by negligence or recklessness on the part of the City, its employees or agents, or any other non-Verra Mobility operator of the Camera System. The City will continue to use the Replacement Device until the first to occur of the next re-calibration, the Replacement Device requires repair or replacement itself, or the termination of this Agreement.

2.1.14.2 If the City desires to reduce the number of Handheld Camera Systems and/or Communications Devices provided under this Agreement and any subsequent Notices to Proceed, the City may do so in an amount not to exceed 50% of the number of Handheld Camera Systems or Communications Devices, as applicable, (calculated based on the highest number of Handheld Camera Systems or Communications Devices, as applicable, covered by this Agreement during a rolling twelve month period) by providing a Decommission Notice to Verra Mobility, substantially in the form attached here to as **EXHIBIT F**, and returning the applicable Handheld Camera Systems and/or Communications Devices to Verra Mobility.

2.1.14.3 The City and Verra Mobility shall develop a mutually agreeable schedule upon which the City shall return the Handheld Camera Systems to Verra Mobility for re-calibration. In each instance, Verra Mobility will ship a Replacement Device and shipping materials, and within three (3) business days of receipt of the Replacement Device and shipping materials, the City shall return the Handheld Camera System for re-calibration to Verra Mobility in the provided shipping materials. In the event that the City fails to return the Handheld Camera System within the specified time period or in the event that damage occurs to the Handheld Camera System as a result of not using the provided shipping materials, the City shall be charged the replacement costs of such Handheld Camera System as set forth in **Section 2. Compensation**, and Verra Mobility reserves the right to de-activate the Replacement Device until such time as the Handheld Camera System is returned to Verra Mobility.

2.1.14.4 The City is responsible for the care and safekeeping of the Handheld Cameras Systems and Communications Devices, while they are in the City's possession.

2.1.14.5 The City and the Authorized Officers shall comply with all laws related to the use and deployment of the Handheld Camera

Systems, including performing procedures or following any processes required to ensure that the evidence captured by the Handheld Camera System is admissible in court, which may include performing daily system calibration tests, confirming internal self-test, scope alignment, distance measurement (fixed distance zero velocity or delta distance), visual inspection, and time and date confirmation both before the first Event is captured and after the last Event is captured during each deployment. To the extent required by law, Authorized Officers shall keep a manual log of such tests, which log shall be available to be admitted as evidence in any court proceeding related to the applicable Event, the Program, or this Agreement.

2.1.14.6 For in-vehicle mountable Communications Devices, the City shall make the applicable vehicles available to Verra Mobility upon reasonable notice and during business hours for installation, maintenance, and repair.

2.1.15 Enhanced Video Services

2.1.15.1 Verra Mobility shall provide video enhancements that permit the City to perform remote video retrieval, live video viewing, and live video streaming from each Transportable Camera System ("Enhanced Video Services"). The City shall be responsible for and pay for data storage costs or other usage-based costs, except for the costs associated with communication (bandwidth), video data retrieval, and streaming.

2.1.15.2 Notwithstanding Section 1(S) of the Agreement and **EXHIBIT B**, the City expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. The City acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by law for said video file. The City agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the City prior to the termination of the Agreement and the City shall serve as the records custodian for any said public records created. The City agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or

the provision of access to the Enhanced Video Services to anyone other than the City.

2.1.15.3 The City will comply with all federal, state, and local laws, ordinances, regulations and orders (collectively, "Laws") with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.

2.1.15.4 The City agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for the City download within 1 business day of request and will be available for retrieval for approximately 30 days; (iii) video file requests from historical video are limited to 30 minutes. If additional footage is required, additional requests may be made by the City; and (iv) to avoid unintended data usage charges, streaming video is limited to 10-minute sessions. After 10 minutes, users will be prompted to reconnect.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.2.1 After the initial deployment of a Transportable Speed Camera System, the Transportable Speed Camera System may only be relocated at the mutual agreement of the parties.

2.2.2 Prior to the installation or deployment of any Transportable Camera System, the City shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any intersection Approach designated for System installation/deployment. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the removal of a System or otherwise impact an Approach during the term of this Agreement, the City shall notify Verra Mobility of any such construction.

2.2.3 If camera warning signs required by law for purposes of operating the Program, the City will design, fabricate, install and maintain such signs.

2.2.4 The City shall not require Verra Mobility to provide installation drawings stamped by a licensed civil engineer. However, to the extent applicable, Verra Mobility work product and drawings shall be overseen and approved by a licensed professional engineer and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.

3.1 COURTS OPERATIONS

3.1.1 The City shall provide a hearing officer and facilities to schedule and hear disputed Citations.

3.1.2 The City shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. The City may refer citizens with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.

3.1.3 Verra Mobility shall provide one (1) online adjudication processing module, which will enable the adjudication function to review cases, related images, and other related information required to adjudicate the disputed Violation.

EXHIBIT B

RETENTION SCHEDULE

Type of Record	Minimum Verra Mobility Retention Period
Violation Images (including video clips and related metadata)*	36 months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	30 days from Event capture date
Individually Identifiable Violation Records*	36 months from payment or final adjudication
Individually Identifiable Non-Violation Records**	30 days from Event capture date
Audio recording from contact center	90 days from call
Annual Camera System Calibration/Certification Records	1 year post termination of the Agreement
Maintenance Records	1 year post termination of the Agreement
Other Program Records	1 year post termination of the Agreement

* Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event, excluding Violation Images.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event, excluding Violation Records.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into Axsis.

Historical continuous video is stored at the Camera site for a time period of 30 days, after which time the video is overwritten.

EXHIBIT C

DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: _____

DATE

NLETS
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director
Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that an Agreement to perform automated enforcement between _____ and American Traffic Solutions, Inc. is or will be entered into and will be or is in force. As a requirement of and in performance of that Agreement between _____ and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access NLETS motor vehicle data.

Please accept this letter as authorization from _____ for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our Agreement with NLETS and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between _____and American Traffic Solutions, Inc., and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the _____and have the authority to empower American Traffic Solutions, Inc. to use ORI _____for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

NLETS Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

_____

	_____
	_____
Telephone	_____ **Fax** _____
Email	_____
Signature of Authorized Representative	_____
Date Signed	_____

EXHIBIT D

FORM OF NOTICE TO PROCEED FOR MOBILE AND TRANSPORTABLE UNITS

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and Santa Fe, New Mexico (the "City"), dated as of [date] (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

The City hereby designates this [first] phase implementation of cameras at designated intersections. Verra Mobility shall make its best efforts to install a Transportable Speed Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that the City has received permission for all implementations in writing from any third-party sources.

Below is a list of intersection approaches provided by the City, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a Camera System would increase public safety.

Execution of this Notice to Proceed by the City shall serve as authorization for the installation or deployment of Transportable Speed Camera Systems for all intersections designated as follows:

1) _____

2) _____

Execution of this Notice to Proceed by the City shall serve as authorization for the deployment of up to ____ Mobile Speed Camera Systems, which may initially be deployed at the intersections designated as follows:

1) _____

2) _____

The City understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the City has executed this Notice to Proceed as of the date written below.

SANTA FE, NEW MEXICO

By: _____
Name: Date
Title:

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____ 12/10/2020
Garrett Miller Date
Executive Vice President,
Government Solutions

EXHIBIT E

FORM NOTICE TO PROCEED HANDHELD CAMERA SYSTEMS

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility") and Santa Fe, New Mexico (the "City"), dated as of [date] (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Execution of this Notice to Proceed by the City shall serve as authorization for Verra Mobility to provide the City with the following Handheld Camera System(s) and/or Communications Devices:

___ Handheld Camera Systems

___ In Vehicle (mountable) Communications Devices

___ Portable Communications Devices

___ Mobile Communications Devices

The City acknowledges that the Handheld Camera Systems and/or Communications Devices to be delivered pursuant to this Notice to Proceed (i) may be new or refurbished and (ii) remain subject to the terms of the Agreement.

IN WITNESS WHEREOF, the City has executed this Notice to Proceed as of the date written below.

SANTA FE, NEW MEXICO

By: _____
Name: Date
Title:

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Garrett Miller Date
Executive Vice President,
Government Solutions

Exhibit F
Form Decommission Notice

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility") and Santa Fe, New Mexico (the "City"), dated as of [date] (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Execution of this Decommission Notice by the City shall serve as the City's notice of its intent to return the following devices to Verra Mobility pursuant to Section 2 of **Exhibit A** the Agreement:

___ Camera System(s)

___ In Vehicle (mountable) Communications Devices

___ Portable Communications Devices

___ Mobile Communications Devices

The City acknowledges that:

(i) upon receipt of this Decommission Notice and acceptance thereof, Verra Mobility shall provide shipping materials to the City to return the Camera Systems and/or Communications Devices indicated in this Decommission Notice; and

(ii) upon receipt of the shipping materials, and in no event more than three (3) business days from receipt of such materials, the City shall return the Camera Systems and/or Communications Devices as indicated in this Decommission Notice to Verra Mobility. In the event that the City fails to return the Camera Systems and/or Communications Devices within the specified time period or in the event that damage occurs to the Camera Systems and/or Communications Device as a result of not using the provided shipping materials, the City shall be charged the replacement costs of such Camera Systems and/or Communications Devices as set forth on **Exhibit A**.

IN WITNESS WHEREOF, the City has executed this Decommission Notices as of the date written below.

SANTA FE, NEW MEXICO

By: _____

Name: Date

Title:

ACKNOWLEDGED AND AGREED TO BY:

VERRA MOBILITY

By: _____

Garrett Miller Date

Executive Vice President

Santa Fe STOP Agreement (Clean 11.17.2020)

Final Audit Report 2020-12-01

Created:	2020-12-01
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZPdgV7IrwuRrPN2TI7jk4PJsi2ORd3vO

"Santa Fe STOP Agreement (Clean 11.17.2020)" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-12-01 - 9:54:59 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-12-01 - 9:55:31 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-12-01 - 10:01:09 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-12-01 - 10:01:23 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2020-12-01 - 10:01:23 PM GMT

Base Fine Fee of $100*

Actual Revenue	2009	2010	2011	2012	2013
Revenue-Calendar Year	$ 246,400.00	$ 527,200.00	$ 818,700.00	$ 941,800.00	$ 680,600.00
State of New Mexico Portion	$ 73,000.00	$ 70,400.00	$ 166,500.00	$ 166,300.00	$ 81,300.00

Data on subsequent offenses where fine was graduated were not readily available

Potential Revenue if all Fine Fees were $50

Potential Revenue	2009	2010	2011	2012	2013
Total Revenue-Calendar Year	$ 123,200.00	$ 263,600.00	$ 409,350.00	$ 470,900.00	$ 340,300.00
Devices deployed**	1	1	2	2	3
Distribution Base Factor					
State of New Mexico Portion	$ 61,600.00	$ 131,800.00	$ 204,675.00	$ 235,450.00	$ 170,150.00
Vendor Portion	$ 49,280.00	$ 105,440.00	$ 163,740.00	$ 188,360.00	$ 136,120.00
STOP Program Revenue	$ 12,320.00	$ 26,360.00	$ 40,935.00	$ 47,090.00	$ 34,030.00
*Distribution with Factor of **6 Devices***					
Total Revenue- Fiscal Year	**$ 739,200.00**	**$ 1,581,600.00**	**$ 1,228,050.00**	**$ 1,412,700.00**	**$ 680,600.00**
State of New Mexico Portion	$ 369,600.00	$ 790,800.00	$ 614,025.00	$ 706,350.00	$ 340,300.00
Vendor Portion	$ 295,680.00	$ 632,640.00	$ 491,220.00	$ 565,080.00	$ 272,240.00
STOP Program Revenue	$ 73,920.00	$ 158,160.00	$ 122,805.00	$ 141,270.00	$ 68,060.00

****We will be deploying 6 devices upon roll out of program***

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2017-62

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Mike Harris

Councilor Ronald S. Trujillo

Councilor Peter N. Ives

A RESOLUTION

DIRECTING THE CITY MANAGER TO RESTART THE SANTA FE TRAFFIC OPERATIONS PROGRAM (STOP) PERMITTED BY SECTION 24-4 SFCC 1987.

WHEREAS, in 2008, the governing body authorized the implementation of the Santa Fe Traffic Operations Program (STOP) to deter vehicle drivers who exceeded the posted speed limit; and

WHEREAS, that governing body found that the high fatality and serious injury rate resulted, in part, from speed limit violations; and

WHEREAS, the STOP program was in effect between 2008 and 2013, at which point it was terminated by the governing body, though the authorizing ordinance remains as Section 24-4 SFCC 1987; and

WHEREAS, the purpose of the STOP program is to promote safety on our streets by targeting areas shown to be areas of concern, or are subject to reports of speeding and high traffic incidents; and

WHEREAS, the program allows officers the ability to be utilized in other crimes around

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2017-62

INTRODUCED BY:

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WHEREAS, the STOP program was in effect between 2008 and 2013, at which point it was terminated by the governing body, though the authorizing ordinance remains as Section 24-4 SFCC 1987; and

WHEREAS, the purpose of the STOP program is to promote safety on our streets by targeting areas shown to be areas of concern, or are subject to reports of speeding and high traffic incidents; and

WHEREAS, the program allows officers the ability to be utilized in other crimes around

the city, including burglaries, crashes, fatalities, and other incidents that might otherwise suffer a delayed response time; and

WHEREAS, the camera speed device (CSD) that autonomously monitors vehicle speed can continually issue citations, whereas an officer requires 15-20 minutes to issue a single citation; and

WHEREAS, CSDs were frequently deployed in school zones at the request of Santa Fe Public Schools to monitor vehicle speed through active school zones in an effort to safeguard schoolchildren; and

WHEREAS, the goal of the STOP program is to increase driver awareness and attitude towards speeding, and help them understand how they can keep themselves and other people safe by obeying the posted speed limit; and

WHEREAS, certain legal and technical restrictions limit the location that the CSDs can be placed, including that it must be a city-owned street, and have a minimum of 150 feet of straight roadway; and

WHEREAS, in 2014 2569 crashes were reported, in 2015 2704 crashes were reported, and in 2016, 3004 crashes were reported, showing a linear uptick in vehicle crashes since the STOP program was terminated in 2013; and

WHEREAS, police responded to 7 fatal and great bodily harm crashes in 2014 and 2015, and 12 in 2016; and

WHEREAS, police have seen a 42% increase in traffic complaints and requests for monitoring between 2014 and 2016; and

WHEREAS, STOP proved to be a beneficial program for residents of the city of Santa Fe by promoting safety and speed awareness to drivers, thus preventing fatal accidents that devastate our community; and

WHEREAS, in addition to speed violations, CSDs have provided useful data in

identifying locations of unusual activity, determining what type of enforcement is needed in specific locations, and have captured criminal activity suspects as they speed away from the scene of an incident; and

WHEREAS, revenue generated from the program supports the salary and benefits of those operating the program, as well as new and/or specialized equipment that permits officers to improve enforcement efforts and provide better services to the community; and

WHEREAS, when in effect, the STOP program altered the way people drive in the community because the CSDs serve as a deterrent to reckless driving; and

WHEREAS, the welfare of the community is the mandate of the Santa Fe Police Department, and restarting the STOP program will ensure that the city is addressing residents' safety concerns.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the city manager is directed to start anew the Santa Fe Traffic Operations Program (STOP) as authorized by Section 24-4 SFCC 1987.

PASSED, APPROVED AND ADOPTED this 30th day of August, 2017.

ATTEST:

JAVIER M. GONZALES, MAYOR

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

M/Legislation/Resolutions 2017/2017-62 STOP Restart

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2020-2

AN ORDINANCE

RELATING TO THE STOP PROGRAM; AMENDING SUBSECTION 24-4.5(H) TO REMOVE INCREASED FINES FOR SUBSEQUENT STOP VIOLATIONS WITHIN A TWO-YEAR PERIOD.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Subsection 24-4.5(H) of SFCC 1987 (being Ord. #2008-47 § 6, as amended) is amended to read:

H. *Fine.* Except as set forth in paragraph (2) below, the following fines are prescribed for all violations including those imposed by the hearing officer. Nothing in this section shall prohibit the department from entering into pre-hearing settlement agreements with respondents.

(1) For each violation, the fines for speeding are as follows:

(a) More than five (5) miles per hour over the speed limit in school or construction zones: one hundred dollars ($100.00);

(b) More than ten (10) miles per hour over the speed limit in all other locations: fifty dollars ($50.00).

(2) The hearing officer may allow service to the city as an alternative to payment of fines. A violator who elects to avail themselves of the option of service to the city in lieu of payment of a fine does so voluntarily and is entitled to none of the benefits conferred upon city employees, including, without limitation, workers

compensation. The city is not responsible for damages incurred except as otherwise provided by law. The person seeking relief hereunder shall timely request the option of service to the city in lieu of payment of a fine by requesting a hearing before a hearing office to demonstrate that the person is eligible for the option and is not in default on payment of other fines, fees, or liens levied by the city of Santa Fe. Respondents ordered to perform community service in lieu of payment of a fine shall complete such community service within thirty (30) days from the date of hearing. Passing a background check is required to qualify as a volunteer under this paragraph. The services shall be performed for approved organizations or city departments. Services shall be rendered in not less than full hour increments and shall be credited against the fine payable at a rate consistent with the city of Santa Fe Living Wage Ordinance, Section 28-1.5(B) SFCC 1987. The city manager or designee shall establish procedures for administering this paragraph including, but not limited to, the nature of services that may be performed.

PASSED, APPROVED, and ADOPTED this 29th day of January, 2020

ATTEST:

ALAN WEBBER, MAYOR

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Bill No. 2019-34

Legislation/2020/Ordinances/2020-2 STOP Amendment

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM.

24-4.1 - Short title.

Section 24-4 SFCC 1987 shall be referred to as the Santa Fe Traffic Operations Program or "STOP" and may sometimes be referred to as "this section."

(Ord. #2008-47, § 2)

24-4.2 - Findings and intent.

A. The governing body finds that there is a significant risk to the health and safety of the community from drivers who exceed the posted speed limits.

B. The governing body finds that some drivers in Santa Fe repeatedly violate posted speed limits. The governing body finds that state law against speeding is inadequate to preserve public safety in Santa Fe. The governing body finds that photographic and electronic devices that measure speed are accurate and reliable. The governing body finds that implementation of enforcement of speed limits by means of photographic and electronic equipment will abate the nuisance of speeding.

C. The governing body declares that a vehicle used to violate this section is the instrumentality of a nuisance and shall be abated in the city.

D. The governing body declares that this section is a nuisance abatement section enacted pursuant to the city's inherent authority under state law and that the remedies are purely civil and not criminal in nature.

(Ord. #2008-47, § 3; Ord. # 2017-17 , § 1)

24-4.3 - Definitions.

For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Authorized emergency vehicle means the same as defined under NMSA 1978 66-1-4.1(E) (2001) as amended from time to time and, without limitation on the foregoing, shall mean any fire department vehicle, police vehicle, ambulance and any emergency vehicles of municipal departments or public utilities that are designated or authorized as emergency vehicles by the director of the New Mexico State Police Division of the Department of Public Safety or chief of police of the Santa Fe police department.

Camera, speed device or *"CSD"* means the instrument that detects a violation of this section. The definition includes but is not limited to electronic speed detection equipment reasonably relied upon by police officers.

City means the city of Santa Fe.

City clerk means the city clerk of the city of Santa Fe.

City manager means the city manager of the city of Santa Fe.

Contractor means a person or entity that enters a contract with the city to provide the city with photographic or electronic evidence of a violation through a CSD.

Default means the failure to pay a STOP fine or to timely pay a fine pursuant to a decision of a hearing officer under this section.

Delivery or delivered means the mailing of a STOP fine notification to a registered owner or nominee or personal service of a STOP fine notification or hearing officer decision on a registered owner or nominee.

Department means the police agency that employs the police officer who issued a STOP fine notification or caused a STOP fine notification to be issued.

Department of motor vehicles or *DMV* means the motor vehicle division of the taxation and revenue department of the state of New Mexico or its successor agencies.

Driver means the person operating a motor vehicle at the time of a violation.

Effective date means the date a STOP fine notification is mailed to the recipient by the contractor as indicated on the face of the STOP fine notification.

Finance department means the city department established as per Section 2-8 SFCC 1987.

Hearing officer means the city hearing officer, as appointed by the presiding judge of the civil division of the district court. The hearing officer shall be a licensed member of the New Mexico Bar.

Identify means to submit all information on a driver sufficient to allow the city to locate and notify the driver in lieu of the registered owner including but not limited to the name and address of the driver.

Nomination means identification of the actual driver of a car by the registered owner as the responsible party for a violation.

Nominee means the person or entity identified by the registered owner as the driver or responsible party.

Notice of default means a document delivered to the registered owner and stating that the registered owner is in default.

Nuisance means the act of operating a vehicle in violation of this section.

Owner's affidavit means a written statement signed under oath and submitted to the city or the city's contractor under penalty of perjury by the registered owner of a vehicle who asserts therein that the registered owner was not driving a vehicle at the time of a violation.

Police officer means a sworn member of the Santa Fe city police department, the Santa Fe county sheriff's office, the New Mexico state police, or any other public official with authority to stop a vehicle for a traffic violation in the city of Santa Fe.

Public safety aide means a public safety aide of the Santa Fe city police department.

Registered owner means the owner or owners of a vehicle according to the license plate number or information obtained from the department of motor vehicles, from similar motor vehicle agencies outside New Mexico, from information obtained from the Santa Fe municipal court, from the Santa Fe county magistrate court, from department records, from a CSD or from any other documentation or methods reasonably relied upon by police officers. The singular includes the plural.

Respondent means an accused violator who has received a STOP fine notification and requested a hearing.

School zone means a posted "safety zone" as that term is defined under NMSA 1978 66-1-4.16 (2001) as amended from time to time.

Stop fine notification means a written document mailed to the address of the registered owner or nominee stating that a violation has occurred and payment is due.

Violation means a violation of this section.

(Ord. #2008-47, § 4; Ord. #2009-28, § 1; Ord. # 2017-17 , § 2)

24-4.4 - Violation.

Any violation of Section 12-5-6 or Section 12-6-1.2 of the city of Santa Fe Traffic Code is a violation of this section. This section does not apply to authorized emergency vehicles responding to an emergency.

(Ord. #2008-47, § 5; Ord. #2011-5, § 1; Ord. # 2017-17, § 3)

24-4.5 - Enforcement.

A. *Criminal Violation Observed by Police Officer.* This section does not abrogate or impair enforcement authority of existing traffic laws by a police officer for a violation committed in their presence. Specifically, if a police officer personally and contemporaneously observes a traffic violation, the police officer may stop the vehicle and issue a citation under state law or the city of Santa Fe Traffic Code in the usual manner.

B. *Violation Recorded by CSD.* The contractor shall provide all evidence of a CSD recorded violation to a police officer. A police officer shall review all CSD evidence provided by the contractor. If the police officer determines that a violation has occurred, the police officer shall cause a STOP fine notification to be delivered to the registered owner. The registered owner is strictly and vicariously liable for the violation unless one (1) of the exceptions herein applies. If there is more than one (1) registered owner, all registered owners shall be jointly and severally liable.

C. *STOP Fine Notification.*

(1) Form and contents. The STOP fine notification shall state and contain the name of the registered owner or owners or nominee, the effective date of the STOP fine notification, the type of violation, the date, time, and location of the violation, a picture of the violation, the license number of the vehicle, the name and identification of the issuing police officer, the amount of the fine, whether the fine is a first or subsequent violation, the response due date and the address of the city clerk. The STOP fine notification shall conspicuously and in bold face type state; "Failure to pay this fine on time will lead to serious legal consequences including the assessment of additional fines and monies due. A second or subsequent STOP violation within two (2) years from the date of this STOP fine notification will lead to increasing fines and penalties." The STOP fine notification shall include an owner's affidavit form. The STOP fine notification shall contain a return envelope addressed to the contractor or the Santa Fe police department. The STOP fine notification shall inform the registered owner or the nominee of the right to request a hearing by so indicating in a space provided on the form and returning same to the city clerk within thirty-five (35) days of the effective date.

(2) Delivery. The STOP fine notification shall be delivered to the address of the registered owner according to the address registered with the department of motor vehicles or to the address of the nominee according to the owner's affidavit. The registered owner has a duty to timely notify DMV of a change of address and the failure to do so does not entitle the registered owner to assert the defense of inadequate notice. The mailing of a STOP fine notification to the address of the registered owner of a vehicle according to the records of DMV or to the address of the nominee according to the owner's affidavit is constructive notice of a STOP fine notification.

D. *Response to a STOP Fine Notification.* Within thirty-five (35) days from the effective date, the registered owner shall pay the fine, file an owner's affidavit making a nomination, or request a hearing. To pay the fine, the recipient shall deliver the STOP fine notification with payment to the city or to the contractor according to the instructions on the STOP fine notification. To make a nomination, the recipient shall return the STOP fine notification with a completed owner's affidavit to the contractor. To request a hearing, the recipient shall return the STOP fine notification with the request for hearing to the hearing officer. There is no fee to request a hearing. Three (3) days for mailing is not allowed and the response shall be actually received no later than thirty-five (35)

consecutive days (including holidays) from the effective date. The department and hearing officer shall forthwith notify the contractor concerning the receipt of a request for hearing. If the fine has not been paid, there has been no nomination or a request for a hearing within thirty-five (35) days from the effective date, the contractor shall send written notice of default to the department and the registered owner or nominee or both.

(1) Payment of STOP fine. Upon receipt of the STOP fine notification, the recipient may elect to admit the violation and pay the fine. To proceed under this paragraph, the recipient shall admit the violation by signing and dating the STOP fine notification on a space provided and returning the STOP fine notification with payment to the contractor or to the city within thirty-five (35) days. The city may, but is not required to, adopt procedures for alternative methods of payment of fines using the internet or other on-line services. There shall be a fifty dollar ($50.00) penalty for any payment tendered that is not honored or is returned for any reason.

(2) Appeal. The recipient of the STOP fine notification may request a hearing by so indicating and returning the STOP fine notification to the hearing officer within thirty-five (35) days of the effective date. There is no fee for a hearing. The hearing officer shall schedule a hearing.

(3) Nomination. Any registered owner who was not driving the car at the time of the violation may either accept the responsibility or identify the driver so the contractor can send a notice of violation to the driver. The nomination procedure described in this paragraph is available to any registered owner and is not limited to corporations and governmental entities. If the registered owner claims that another person was driving the vehicle at the time of the violation, the registered owner shall so indicate on the owner's affidavit and identify the person who was driving the vehicle. The contractor shall forthwith deliver the STOP fine notification and owner's affidavit to the department to the attention of the issuing police officer. The police officer may send a new STOP fine notification to the nominee or cause the contractor to deliver a new STOP fine notification to the nominee. The effective date of the STOP fine notification sent to the nominee is the day the STOP fine notification is issued to the nominee as indicated on the face of the new STOP fine notification. If the nominee successfully appeals the allegation that he or she was the driver or defaults the city may proceed against the registered owner by issuing a subsequent STOP fine notification to the registered owner with the effective date being the date so indicated on the face of the subsequent STOP fine notification. If the city cannot assert jurisdiction over the nominee, the registered owner is responsible, subject to the remaining defenses available in this section. Any registered owner who submits an owner's affidavit does so under penalty of perjury. If the registered owner operates a business that uses a fleet of one (1) or more vehicles and nominated the driver on a previous violation and the driver paid the fine or otherwise cleared the violation, a subsequent violation pertaining to the fleet vehicle shall not be considered a second, third or subsequent violation regarding that vehicle unless driven by the same driver. Without limitation on the foregoing, nomination may be used when:

(a) The registered owner is the United States of America, state of New Mexico, county of Santa Fe, city of Santa Fe or any other governmental entity that owns a vehicle that was being driven by a natural person who was an employee, contractor or agent of the governmental entity at the time of the alleged violation. Said entities shall nominate and identify the driver.

(b) The registered owner is a place of business, corporation or other non-natural entity that owns a vehicle that was being driven by a natural person who was the employee, contractor or agent of the business, corporation or other non-natural entity at the time of the alleged violation. Said entities shall nominate and identify the driver.

(c) The registered owner is an automobile rental business, automobile dealership or other business entity that, in the ordinary course of business, leases vehicles to others and the lessee was driving the vehicle at the time of the alleged violation. Said entities shall nominate and identify the driver.

(d) The registered owner was not driving the vehicle at the time of the violation. To assert the defense mentioned in this paragraph, the registered owner shall identify the actual driver and comply with the nomination provision above to assert this defense.

E. *Default.* If the city does not receive payment of the fine, a nomination or a request for a hearing within thirty-five (35) days from the effective date, the registered owner is in default. Default automatically results in liability to the registered owner for the violation and the registered owner is barred from requesting or obtaining any hearing on the merits of the STOP fine after the date of the default. A default results in an additional penalty of twenty-five dollars ($25.00). The department shall cause the contractor to mail the notice of default to the defaulting party. The notice of default shall inform the recipient that they have twenty (20) days from the date of mailing of the notice of default to pay the fine and default penalty or request a hearing from the hearing officer. If the default is not cured, the city may pursue all remedies for collection of a debt and is entitled to an award of reasonable attorney's fees incurred. An uncured notice of default shall be entered into the records of the department. The registered owner is liable for a default by a nominee.

F. *Hearing.* In the event of a demand for a hearing, the hearing officer shall hold a hearing within ninety (90) days from the date of the request for hearing unless a continuance is granted pursuant to the consent of the parties. The hearing does not need to be held within ninety (90) days if a continuance is granted. The hearing officer is in charge of the proceedings and may exclude any person for inappropriate conduct. The hearing shall be conducted following the rules of evidence and civil procedure for the district courts. The department has the burden to prove by a preponderance of the evidence that the violation occurred. The respondent has the burden to prove any defenses by a preponderance of the evidence. A photograph, videotape or other electronic evidence of a violation is authentic, is not hearsay and shall be admitted into evidence by the hearing officer. The respondent may challenge the weight or accuracy of the evidence. If the department prevails, the respondent shall pay the fine. The hearing officer shall render a decision in writing in ten (10) days and provide the decision to the department and the finance department. A determination by the hearing officer shall not impose a total amount of penalties, fines, fees and costs in excess of that provided in this section. The hearing officer may refer the respondent to teen court according to the municipal court's procedures for teen court referrals. Failure to pay a fine as ordered by the hearing officer within twenty (20) consecutive days from the date of the decision is a default and will apply against the vehicle without service of a notice of default. Following a hearing, the respondent may appeal the decision of the hearing officer to district court within thirty (30) days of the decision and may recover the costs of filing the appeal if successful.

G. *Defenses.* The respondent may present the following defenses in addition to any other defenses available under law and has the burden of proof concerning the defenses:

(1) The vehicle was stolen or otherwise being driven without the registered owner's knowledge or permission at the time of the alleged violation. The registered owner shall have a police report pertaining to the theft to avail the owner of this defense.

(2) The ownership of the vehicle had lawfully been transferred and conveyed from the registered owner to another person before the time of the alleged violation. To assert this defense, the registered owner shall identify the transferee and provide proof of conveyance.

(3) The evidence does not show that a violation was committed involving the subject vehicle.

(4) The registered owner was not driving the vehicle at the time of the violation. To assert the defense mentioned in this paragraph, the registered owner shall identify the actual driver and comply with the nomination provision above to assert this defense.

(5) The vehicle should not be assessed an increased fine for a subsequent violation because the registered owner owns or operates a fleet of vehicles in a business and nominated the actual driver who satisfied payment of the fine on the previous violation.

(6) The registered owner did not receive notice because the STOP fine notification was not mailed to the address of record with the department of motor vehicles.

H. *Fine*. Except as set forth in paragraph (2) below, the following fines are prescribed for all violations including those imposed by the hearing officer. Nothing in this section shall prohibit the department from entering into pre-hearing settlement agreements with respondents.

(1) For each violation, the fines for speeding are as follows:

(a) More than five (5) miles per hour over the speed limit in school or construction zones: one hundred dollars ($100.00);

(b) More than ten (10) miles per hour over the speed limit in all other locations: fifty dollars ($50.00).

(2) The hearing officer may allow service to the city as an alternative to payment of fines. A violator who elects to avail themselves of the option of service to the city in lieu of payment of a fine does so voluntarily and is entitled to none of the benefits conferred upon city employees, including, without limitation, workers compensation. The city is not responsible for damages incurred except as otherwise provided by law. The person seeking relief hereunder shall timely request the option of service to the city in lieu of payment of a fine by requesting a hearing before a hearing office to demonstrate that the person is eligible for the option and is not in default on payment of other fines, fees, or liens levied by the city of Santa Fe. Respondents ordered to perform community service in lieu of payment of a fine shall complete such community service within thirty (30) days from the date of hearing. Passing a background check is required to qualify as a volunteer under this paragraph. The services shall be performed for approved organizations or city departments. Services shall be rendered in not less than full hour increments and shall be credited against the fine payable at a rate consistent with the city of Santa Fe Living Wage Ordinance, Section 28-1.5(B) SFCC 1987. The city manager or designee shall establish procedures for administering this paragraph including, but not limited to, the nature of services that may be performed.

(Ord. #2008-47, § 6; Ord. #2009-28, § 2; Ord. #2011-4, § 2; Ord. # 2017-17 , § 4; Ord. # 2020-2 , § 1)

24-4.6 - Administration.

A. The city shall install advance signal warnings as required by Section 66-7-103.1 NMSA 1978.

B. The department shall be responsible for administration of this section. Reasonable rules and regulations may be promulgated by the city manager or his designee to carry out the intent and purpose of this section.

C. The city manager may establish a STOP ombudsman to address and resolve citizen grievances with STOP procedures and technical issues regarding automated enforcement technology.

D. The revenue generated through STOP shall be retained and distributed as follows:

(1) Each month, or other period set by contract, the city shall retain from the gross total amount of penalties, fines, fees and costs assessed and collected that month or period an amount subject to audit that is equal to the sum of the setup, maintenance, support and processing services fees charged for that month or period pursuant to contractual terms by a vendor providing systems and services including, but not limited to, all costs associated with the hearing officer, that assist the city in imposing penalties or fines and costs or fees as provided in subsection 24-4.5 SFCC 1987.

(2) Less the retention authorized in paragraph (1) above:

(a) One-half (½) of the net total amount assessed in penalties, fines, fees and costs by the city shall be remitted to the state treasurer and credited in accordance with § 3-18-17 NMSA 1978; and

(b) One-half (½) of the net total amount assessed in penalties, fines, fees and costs shall be retained by the city for city traffic safety programs and to offset the city's reasonable costs directly related to administering the STOP program.

(3) In fiscal year 2009, and annually thereafter, the city shall cause an audit of the STOP program in accordance with § 3-18-17 NMSA.

E. The police department shall present a monthly report to the public safety committee in such a format as to assist in evaluating the effectiveness of STOP in preventing accidents. The report shall include, without limitation:

(1) Statistical information regarding the number of violations that have been issued through STOP; and

(2) Types of accidents that have occurred at the intersections where STOP has been implemented; and

F. The police department shall report back to the governing body one (1) year after the effective date of this ordinance regarding the implementation and enforcement of this ordinance; and to present any amendments to this ordinance.

(Ord. #2008-47, § 7; Ord. #2009-28, § 3)

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: AMERICAN TRAFFIC SOLUTIONS, INC.
DBA: VERRA MOBILITY

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: PATRICIA CHIODO

License Number: 223516

Issued Date: December 11, 2020

Expiration Date: December 11, 2021

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

AMERICAN TRAFFIC SOLUTIONS, INC.
1150 N ALMA SCHOOL RD
MESA, AZ 85201

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AMERICAN TRAFFIC SOLUTIONS INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1150 N ALMA SCHOOL ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
MESA, AZ 85201

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-		-				

or

Employer identification number
4	8	-	1	1	1	4	9	3	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► T Rees Date ► 1/6/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 12/23/2020

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. 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).

Holder Identifier :

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	The Travelers Indemnity Co of America	25666
INSURER C:	The Standard Fire Ins Co	19070
INSURER D:	Indian Harbor Insurance Company	36940
INSURER E:		
INSURER F:		

INSURED
Verra Mobility Corporation
1150 N Alma School Rd
Mesa AZ 85201-3000 USA

COVERAGES **CERTIFICATE NUMBER:** 570085364861 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER			H6309K456809TIA20	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			810-1N66741A-20-I3-G	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB9K55644020I3G	07/01/2020	07/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Cyber Liability			MTP903976201 Claims Made SIR applies per policy terms & conditions	10/17/2020	10/17/2021	Each Claim Aggregate SIR	$2,000,000 $2,000,000 $500,000

Certificate No : 570085364861

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

Please see Named Insured Schedule. The City of Santa Fe, its officials, officers, employees, and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
Purchasing Office
2651 Siringo Road, Bldg., H
Santa Fe NM 87505 USA

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

Aon Risk Insurance Services West, Inc.

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000072487

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Verra Mobility Corporation
POLICY NUMBER	
See Certificate Numbe 570085364861	
CARRIER / NAIC CODE	EFFECTIVE DATE
See Certificate Numbe 570085364861	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	E&O-PL-Primary			MTP903976201 Prof Liab - Claims Made SIR applies per policy terms & conditions	10/17/2020	10/17/2021	Aggregate	$2,000,000
							SIR	$100,000

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AGENCY CUSTOMER ID: 570000072487

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Verra Mobility Corporation
POLICY NUMBER: See Certificate Numbe 570085364861	
CARRIER: See Certificate Numbe 570085364861 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Comp Underwriter Breakdown

The Standard Fire Insurance (ASF)
State - AZ

Travelers Property Casualty Company of America (TIL)
States - CA , FL, ID, OH, TX, WA,

The Travelers Indemnity Company of America (TIA)
States - CO, IL,

Travelers Casualty And Surety Company (ACR)
States - DC, ME

The Phoenix Insurance Company (PHX)
States - GA, MA, NH, NY, TN,

The Travelers Indemnity Company of Connecticut (CT)
States - IA, MI, NJ, PR, VA,

Travelers Casualty Insurance Company of America (ACJ)
States - KY

Farmington Casualty Company (AFC)
States - ME

The Travelers Indemnity Company (IND)
States - MO, PA,

The Charter Oak Fire Insurance Company (COF)
States - NC, OK, OR, RI,

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AGENCY CUSTOMER ID: 570000072487

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Verra Mobility Corporation
POLICY NUMBER	
See Certificate Numbe 570085364861	
CARRIER / NAIC CODE	EFFECTIVE DATE
See Certificate Numbe 570085364861	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds Schedule

Verra Mobility Corporation
Verra Mobility Holdings, LLC
Greenlight Holding Corporation
Greenlight Intermediate Holding Corporation
Greenlight Acquisition Corporation
VM Consolidated, Inc.
(f/k/a Verra Mobility Corp f/k/a ATS Consolidated, Inc.)
Verra Mobility Corporation f/k/a ATS Consolidated, Inc.
American Traffic Solutions, Inc.
Mulvihill ICS, Inc.
Mulvihill Electrical Enterprises, Inc.
Lasercraft, Inc.
American Traffic Solutions Consolidated, LLC
ATS Processing Services, LLC
Platepass, LLC
ATS Tolling, LLC
Sunshine State Tag Agency, LLC
(formerly Sunshine Acquisition I, LLC)
Auto Tag of America, LLC
Auto Titles of America, LLC
American Traffic Solutions, LLC
Highway Toll Administration, LLC (HTA)
Canadian Highway Toll Administration Ltd
Toll Buddy, LLC
Violation Management Solutions, LLC
Euro Parking Collection plc (UK)*
Contractum Limited (UK)*
EPC Hungary Kft (Hungary)*
EPC Finance Limited (UK)*
Verra Mobility B.V. (Netherlands)*
Verra Mobility France SAS (France)*
Pagatelia, S.L.*
Verra Mobility Ireland Limited*

*coverage applies to subsidiaries to the extent of the policy terms and conditions

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MyGovPay
EMPOWERED BY TYLER TECHNOLOGIES

Santa Fe, NM

Order Number: 5205

Friday, December 11, 2020

- Your payment was successfully processed.

Invoice #	Item Description	Quantity	Unit Price	Total Price
INV-00021596	NONE	1	$10.00	$10.00
			Item Total:	$10.00
			Order Total:	**$10.00**

Continue to site (https://santafenm-energovpub.tylerhost.net/Apps/selfservice#/paymentsuccess?invoiceNumber=5205)

VALDEZ, BENJAMIN P.

From: Jeff Obechina <Jeff.Obechina@verramobility.com>
Sent: Wednesday, December 16, 2020 9:15 AM
To: VALDEZ, BENJAMIN P.
Subject: Santa Fe Business License
Attachments: 2021 Online Renewal Receipt - NM - City of Santa Fe - American Traffic Solutions.pdf

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

Ben,

Santa Fe, NM license was renewed on 12.11.2020. Attached is the receipt for the fee pmt. Once it's processed by the City and made available to us, I'll send you a copy of 2021 license.

Kind Regards
Jeff