



AGENDA

MEETING OF THE PUBLIC
WORKS AND UTILITIES
COMMITTEE
JANUARY 11, 2021 5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

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

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

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

Please click the link below to join the webinar: <https://us02web.zoom.us/j/86766220699?pwd=UnJoemxXbUIvTDIzSXM5TzByZUR1QT09>

Passcode: 263172

Or iPhone one-tap : US: +16699006833,,86766220699# or +12532158782,,86766220699#

Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 867 6622 0699

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**



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MEETING OF THE PUBLIC
WORKS AND UTILITIES
COMMITTEE
JANUARY 11, 2021 5:00 PM
ATTEND VIRTUALLY

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

- a. Minutes from the December 14, 2020 Public Works and Utilities Committee Meeting.

6. **PUBLIC COMMENT**

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

7. **PRESENTATION/INFORMATIONAL ITEMS**

8. **ACTION ITEMS: CONSENT**

- a. 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)

Committee Review:

Public Works and Utilities Committee - 1/11/2021

Finance Committee Meeting - 1/12/2021

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

Committee Review:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

Governing Body: 01/27/21

- c. Request for Approval of Wastewater Collections department replacement vehicle in the total amount of \$80,859.85 for crane assisted sewer repairs. Vendor: Chalmers Ford Commercial Vehicles. (Michael Dozier, Wastewater Director, mldoazier@santafenm.gov, 955-4642)



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Committee Review:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

Governing Body: 01/27/21

- d. Request for Approval of a Budget Amendment Resolution (BAR) to move funds from the Cash Balance WWMD Enterprise to the Wastewater Collections Vehicles fund. (5000362.570950) to purchase replacement unit for Fixed Asset No. 52913, 2007 F450 4X4 with Crane. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov, 955-4642)

Committee Review:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

Governing Body: 01/27/21

- e. Request for Approval of Amendment No. 3 in the amount of \$570,00 to Original Contract No. 19-0031 for On-Call Construction with GM Emulsion LLC. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

Committee Review:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

Governing Body: 01/27/21

- f. Request for Approval of a Budget Amendment Resolution (BAR) from Cash Balance in Water Enterprise Fund to fund the GM Emulsion LLC. amendment No. 3 for On-Call Paving. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

Committee Review:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

Governing Body: 01/27/21

- g. Consideration of Resolution No. 2021-___. (Mayor Webber, Councilor Garcia, Councilor Villarreal, Councilor Cassutt-Sanchez, Councilor Vigil Coppler, Councilor Romero-Wirth, and Councilor Lindell)



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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

9. **ACTION ITEMS: DISCUSSION**
10. **MATTERS FROM STAFF**
11. **MATTERS FROM THE COMMITTEE**
12. **MATTERS FROM THE CHAIR**
13. **NEXT MEETING: Monday, January 25, 2021**
14. **ADJOURN**

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



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
DECEMBER 14, 2020 AT 5:00
PM
VIRTUAL MEETING

1. **CALL TO ORDER**
2. **ROLL CALL**

Members Present:

Councilor Chris Rivera
Councilor Michael Garcia
Councilor Roman Abeyta
Councilor Signe Lindell
Councilor JoAnne Vigil Coppler

Members Excused:

Others Attending:

Jesse Guillen, Legislative Liaison
Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Melissa McDonald, Attendee
Nancy Jimenez, Attendee
Jesse Roach, Attendee
Jamie Cassutt-Sanchez, Attendee
Romella Glorioso-Moss, Attendee
John Dickinson, Attendee
David Chapman, Attendee
Lawrence Garcia, Attendee
Alexandra Ladd, Attendee
Jarel Lapan Hill, Attendee

MOTION: moved, seconded by , to approve the as presented.

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



MINUTES

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For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell,
Councilor Vigil Coppler

Against: None

Abstain: None

3. APPROVAL OF AGENDA

MOTION: moved, seconded by , to approve the as amended.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell,
Councilor Vigil Coppler

Against: None

Abstain: None

Saff asked for item 8c to be postponed to the next PWPUC agenda.

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to
approve the agenda as amended.

Item 8l was pulled for discussion by Councilor Lindell. Councilor Garcia
would like to be added to Item 8l as a Co-Sponser

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell,
Councilor Vigil Coppler

Against: None



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Abstain: None

Item 8I was pulled for discussion by Councilor Lindell. Councilor Garcia would like to be added to Item 8I as a Co-Sponsor

5. APPROVAL OF MINUTES

- a. Minutes from the November 9, 2020 Public Works and Utilities Committee Meeting

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the minutes as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

6 PUBLIC COMMENT

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

No Public Comment was submitted via email, Verbal or Prime Gov.

7. PRESENTATION

- a. Matters from Public Works Staff including update on integration of Parks into Public Works, plan for capital projects status presentation coming in January, and solar and street lighting projects status and next steps. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)



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Regina will follow up with Councilor Vigil Coppler on installing a street light on Don Gaspar, and Melissa will follow up with the graffiti at the GCCC skateboard park

8. ACTION ITEMS: CONSENT

- a. Consideration of Resolution No. 2021-__: A Resolution Renaming Alto Park the Ron Shirley Alto Park. (Councilors Vigil Coppler, Villarreal, and Abeyta) (Melissa McDonald, Interim Parks Division Director, mdmcdonald@santafenm.gov, 955-6840)

Committee Review:

Public Works and Utilities Committee: 12/14/20

Finance Committee: 1/4/21

Governing Body: 1/13/21

MOTION: moved, seconded by , to Approved on Consent.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

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

Committee Review:

Public Works and Utilities Committee: 12/14/20

Finance Committee: 1/4/21

Governing Body: 1/13/21



MINUTES

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
DECEMBER 14, 2020 AT 5:00
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VIRTUAL MEETING

MOTION: moved, seconded by , to approve the Contract Amendment as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

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

Committee Review:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21

Governing Body: 01/27/21

Item 8C is Postponed to the next PWPUC meeting.

MOTION: moved, seconded by , to postpone the Item until the next PWPUC meeting

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

For: None

Against: None

Abstain: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

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



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Committee Review:

Public Works and Utilities Committee: 12/14/20

Governing Body: 1/13/21

MOTION: moved, seconded by , to approve the Resolution as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

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

COMMITTEE REVIEW:

Public Works and Utilities Committee: 12/14/2020

Finance Committee: 01/04/2021

Governing Body: 01/13/2021

MOTION: moved, seconded by , to approve the Contract as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None



MINUTES

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

Committee Review:

Public Works and Utilities Committee: 12/14/20

Finance Committee: 1/4/21

Governing Body: 1/13/21

MOTION: moved, seconded by , to approve the Resolution as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

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

Committee Review:

Public Works and Utilities Committee: 12/14/2020

Finance Committee: 01/04/2021

Governing Body: 01/13/2021

MOTION: moved, seconded by , to approve the Contract Amendment as presented.



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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

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

Committee Review:

Public Works and Utilities: 12/14/2020

Finance Committee: 01/04/2021

Governing Body: 01/13/2021

MOTION: moved, seconded by , to approve the Budget Adjustment Resolution (BAR) as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

- i. Consideration of Resolution No. 2020-__: A Resolution Directing the City Manager to Provide Written Updates and Presentations at Every Regular Governing Body Meeting with Information Regarding the COVID-19



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

Committee Review:

Public Works and Utilities Committee: 12/14/20

Governing Body: 12/16/20

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the Resolution as amended.

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

For: Councilor Rivera, Councilor Garcia, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Councilor Lindell Pulled this item for discussion on page 3 lines 18 and 19. Councilor Vigil Coppler requested for the City Manager Mrs. Lapan Hill to send the list of different levels of enforcement the "call type priority list" to all Councilors.

Resolution approved as amended to forward without the FIR.

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

Committee Review:

Public Works and Utilities Committee: 12/14/2020

Finance Committee: 01/04/2021

Governing Body: 01/13/2021



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REGULAR MEETING OF
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MOTION: moved, seconded by , to approve the Contract Amendment as presented.

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

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

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

Liaison


Chair


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

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-appropriation 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 (Dec 15, 2020 16:28 MST)

REQUESTED ACTION

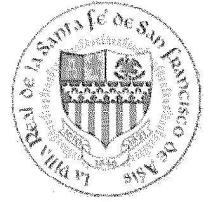
The Traffic Signal Shop respectfully requests your review and approval.



City of Santa Fe New Mexico

Finance Department

Memorandum



DATE: February 13, 2019
TO: Jose Lerma, Signal Shop Manager
FROM: Daniel Garcia, Fleet Manager *DA*
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:

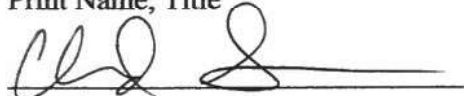
1. Provide an updated Federal Supply Schedule to include current or updated contract dates.
2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal 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


Signature

12-11-20
Date

chad.sprague@altec.com
Email Address

Altec Industries Inc.
Company Name

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

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	<p>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:</p> <ul style="list-style-type: none"> 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. 	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	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	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
16.	Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch chassis frame height. <ul style="list-style-type: none"> 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	
<u>Unit & Hydraulic Acc.</u>			
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	
<u>Body</u>			
30.	Altec LGSS-132-84 (81) Low-Side General Service Body With Step: <ul style="list-style-type: none"> A. Steel Body B. Steel Structural Channel Crossmembers And Smooth Floor With Ladder-Style Understructure C. 132" Body Length D. 94" Body Width 	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
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

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
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	1	
	CS 1st Vertical		
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	1	
	Install louvered panel and inverter shelf in CS 1st Vertical.		
51.	Additional Body/Chassis Accessory	1	
	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.		
<u>Electrical Accessories</u>			
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	2	
	One (1) each side, installed on each side of boom stow.		
56.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	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	1	
	Details: - Whelen Liberty GVZFFFF light bar mounted on top of cab to be, flash patterns and colors TBD at order confirmation.		
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	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
76.	PTO Indicator Light Installed In Cab	1	
<u>Finishing Details</u>			
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	
<u>Chassis</u>			
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	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
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	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
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	
<u>Additional Pricing</u>			
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 its 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



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
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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: Equipment 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 occasional 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:



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

<u>SIN</u>	<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>GSA Price</u>
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 Attec 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

<u>SIN</u>	<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>GSA Price</u>
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

<u>SIN</u>	<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>GSA Price</u>
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



<u>SIN</u>	<u>Item</u>	<u>Description</u>	<u>Code</u>	<u>GSA Price</u>
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
Dixon, 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 Duraway (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

Price Agreement Number: 00-00000-20-00091

Payment Terms: See Contract

F.O.B.: Destination

Delivery: See Contract

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

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827- 0484

Email: raelynn.lujan@state.nm.us

Invoice:
As Requested

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

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

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

nm

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

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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

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Price Agreement #: 00-00000-20-00091

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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.insurenwnewmexico.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

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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 page 1. 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.

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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 of 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:

<u>Period End</u>	<u>Report Due</u>
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

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City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

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

MEMO

Date: December 15, 2020

To: Public Works & Public Utilities Committee **January 11, 2021**

Finance Committee **January 19, 2021**

Governing Body **January 27, 2021**

Via: Shannon Jones, Public Utilities Department Director 
Shannon Jones (Dec 16, 2020 09:27 MST)

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

ITEM

BDD Shared Pool Agreement

BACKGROUND

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

Water resources used at Buckman Direct Diversion

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

Advantages to the City of Sharing Water Resources

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

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

Advantages to the County of Sharing Water Resources

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

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

General Terms of the BDD Shared Pool Agreement

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

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

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

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

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

Potential Disadvantages to the City of the BDD Shared Pool

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

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

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

EXAMPLE

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

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

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

REQUEST

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






15Dec2020 BDDSharedPoolMemo

Final Audit Report

2020-12-16

Created:	2020-12-15
By:	Jesse Roach (jdroach@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI_wsHgPWt5nHUNW6EQvZET-XdAATGfCf

"15Dec2020 BDDSharedPoolMemo" History

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-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
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-  Agreement completed.
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**BUCKMAN DIRECT DIVERSION (“BDD”)
SHARED POOL AGREEMENT**

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

Recitals

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

Agreement

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

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

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

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

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

5. **Cost Accounting and Billing.**

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

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

7. **Term.**

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

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

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

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

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

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

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

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

To the City:

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

With a copy to:

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

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

To the County:

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

With a copy to:

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

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

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

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

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

CITY OF SANTA FE

Alan M. Webber, Mayor

Date

Attestation:

City Clerk

Date

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Jan 5, 2021 11:11 MST)

Jan 5, 2021

Senior Assistant City Attorney

Date

Approved as to Finance:

Mary McCoy, Finance Director

Date

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney
Finance Division:

Date

Yvonne S. Herrera
Finance Director

Date

BUCKMAN DIRECT DIVERSION BOARD

Agreement Acknowledged by the
Buckman Direct Diversion Board

By: _____

Date






2021 0079 PW AG - BDD Shared Pool Agreement.12.18.2020

Final Audit Report

2021-01-05

Created:	2021-01-05
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"2021 0079 PW AG - BDD Shared Pool Agreement.12.18.2020" History

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-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
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-  Agreement completed.
2021-01-05 - 6:11:25 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: City of Santa Fe/ Santa Fe County

Description: **Buckman Direct Diversion Shared Pool Agreement. No procurement associated with the agreement. Cost Accounting and Billing will vary and term is continuous until terminated by one of the parties**

Contract Agreement Lease / Rent Amendment

Term Start Date: When signed Term End Date: when terminated by

Approved by Council Date: pending

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: There is no procurement for this "Shared Pool Agreement"

Fran D'Amico
Fran D'Amico (Jan 6, 2021 9:06 MST)

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Water Enterprise Fund Org / Object: 5050381.565010

Alexis Lotero
Alexis Lotero (Jan 6, 2021 16:54 MST)

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

The County's going to do this. What is Eldorado going to do? It's all about the County. The County is providing water. But I'm okay with it, Mr. Chair. Just putting it out for the record, because in ten years when we figure this out. But thank you, Mr. Chair, for the opportunity. I appreciate all my colleagues as well.

CHAIR ROYBAL: Thank you, Commissioner Garcia. Any other comments or questions? Okay, I'm going to go to a roll call vote on this item.

The motion passed by unanimous [5-0] roll call vote.

3. E. Request Authorization for the County Manager to Finalize and Execute on Behalf of Santa Fe County the BDD Shared Pool Agreement Between Santa Fe County and City of Santa Fe

MR. DUPUIS: Thank you, Mr. Chair. I appreciate the opportunity to provide a detailed review of the contents and background relative to the BDD shared pool agreement. Since 2018 the City of Santa Fe and the County have collaborated to manage water with the shared goal of using native water, native surface water to the greatest extent possible when it's available at the Buckman Direct Diversion, and preserving other sources for when it is not. This effort is terms the optimized annual water rights accounting and it's included in our Buckman Direct Diversion annual operating plan. It was the result of an extremely dry year in 2018 and the realistic fear that the BDD would be curtailed or even shut down due to low flows in the Rio Grande.

In implementing this arrangement both parties identified excess resources that can't be used independently. The County has excess native rights and cannot currently stored them in-basin. The City has excess storage capacity in multiple places, one of them being Abiquiu Reservoir that it's not fully utilizing. Through optimized accounting the City has been able to divert excess native water earlier in the year and the County in turn diverts an equal amount of stored City SJC water later in the year when native rights may not be available. This has been working incredibly well. It is limited through by a requirement to balance these diversions annually. The City has been limited in diverting County water by how much City the County can reasonably use later in the year.

This BDD shared pool agreement continues to optimize the accounting but removes the annual account balance requirement, therefore creating effectively a credit pool where the County can account for native water to the City's immediate use and then call on that credit in future years when the BDD is shut down or deliveries are curtailed otherwise.

This effectively increases the supply of backup water to the County, the primary goal of the Utilities Division from our most recent strategic planning process. This agreement it is important to mention as being temporary in nature and will only remain in place so long as both parties see benefit in it continuing. It sets reasonable limits on the amount of water the County can place in the pool, and the amount of credit water that can be called on in a given year. These are physical limitations relative to infrastructure capacity and concerns that were brought up, and depending upon the reason for shutdown, that's another element that adjusts how the terms apply and how the credit is used.

SFC CLERK RECORDED 12/10/2020

It also then leaves open the opportunity to negotiate more if mutually beneficial. It also accounts for any conveyance, diversion, or storage losses that may occur. The agreement also allows the City as operator of the BDD to shut down for any reason as long as the County is given three days notice and is not required to use more than 150 acre-feet of its credit water to account for the shutdown. This allows the City to act more nimbly based on its own needs and the County would pay the City for pool water at a rate equal to the variable costs of BDD water paid by the County during the same fiscal year in which the pool water was delivered.

In addition, during any unplanned shutdown the County would pay a wheeling fee for water wheeled through the City system in addition to the variable costs paid to BDD that year. In sum, the BDD shared pool agreement maximizes the use of our native surface water, providing the County with an additional relatively cheap backup supply of water in the event of a BCC shutdown. With that I stand for any questions.

CHAIR ROYBAL: Okay. Thank you, Mr. Dupuis. Do we have any questions from the Commission?

COMMISSIONER GARCIA: Mr. Chair, my colleagues that are actually on the BDD Board, could you guys – do you guys have comments on this stuff? Is this the best thing for the County or the community to do?

COMMISSIONER HANSEN: Mr. Chair.

CHAIR ROYBAL: Go ahead, Commissioner Hansen. And then I'm going to go to Commissioner Hamilton if you have additional remarks.

COMMISSIONER HANSEN: So I personally think that this is a very good deal for the County. I actually think it is a better deal for the County than it is for the City. But I think that being able to use our native water rights and making sure that we have a backup supply down the road is a good thing. Backup supply is one of the more important things that we need and BDD is a City-County ownership. It is not owned by the City; it is not owned by the County. It is owned by both of us and so I think this is also in the best interest of the BDD to move forward with this agreement and I will let Commissioner Hamilton also speak to this.

CHAIR ROYBAL: Commissioner Hamilton.

COMMISSIONER HAMILTON: Thank you, Mr. Chair. I guess I would personally characterize this as a very good mutual agreement. I think there are benefits on both sides. I think it's very valuable for the County and the City to move forward with this for the reasons Commissioner Hansen stated. There's frankly not that much to expand upon but this definitely feeds into our abilities to manage water more efficiently, to make good use of our abilities to conserve and store water and still have it available, and to do conjunctive management.

The things that we've been looking to do, this is kind of a rare opportunity to within the existing system and without having to do something additional, like building reservoirs or buying more water rights, or other things that may not even be available or feasible to really expand what we have to use and how we can use it. So I agree with Commissioner Hansen. This is a very valuable thing for us to do.

COMMISSIONER GARCIA: Mr. Chair.

CHAIR ROYBAL: I just want to first of all say thank you for sitting on this board. We really appreciate you representing the County on this important board, the

BDD Board. I sat on this board a couple of years or a few years so I really appreciate all the feedback and I appreciate that Commissioner Garcia asked for feedback from our respective peers that sit on this board and I think you guys are doing a great job. So Commissioner Garcia, I'm going to go you, sir.

COMMISSIONER GARCIA: Mr. Chair, great comments. Thank you, for sitting on these boards that we all sit on. It's hard being a policymaker. You all understand. But yes, thank you for sitting on that and one thing us policymakers, you all sit on the board. You go to the meetings and you realize that most citizens don't realize when they turn on that tap and how it works and how it needs to work and why the springs are not – why we don't get it. So I just want to say – there's no question. I'd just like to make a motion for approval, and Mr. Chair, thank you once again to my fellow Commissioners for sitting on the board.

COMMISSIONER HAMILTON: Second.

COMMISSIONER HANSEN: Second.

CHAIR ROYBAL: Thank you, Commissioner Garcia. I'm going to look like a second from both of our Commissioners that sit on that board. So we have a second from Commissioner Hamilton and Commissioner Hansen. Commissioner Hansen, did you have something under comment?

COMMISSIONER HANSEN: No. I do agree with Commissioner Hamilton that this is a good mutual agreement for both the City and the County.

CHAIR ROYBAL: Thank you. And thank you once again for sitting on this board. Commissioner Hughes, did you have anything under comments, sir?

COMMISSIONER HUGHES: Thank you, Mr. Chair. No, no comments really, but thanks to everybody who worked on this. It certainly sounds like a very good arrangement.

CHAIR ROYBAL: Thank you, sir. I'm going to go to Attorney Shaffer. He's got his hand up. Sir, would you like to go ahead?

MR. SHAFFER: I would just want to state for the record that the actual action item, what I understand the motion to be would be to authorize the County Manager to finalize and execute this agreement, as was the case with the previous agreement. The agreement that is in front of you this evening is fully formed. In other words, there aren't details that we anticipate at this point trying to work out, but we ask for that authority so that if there are non-significant changes that come about as it goes through the City approval process we have the flexibility to implement those things. So I did want to clarify that for the record. Thank you, Mr. Chair.

CHAIR ROYBAL: Thank you, Attorney Shaffer. Those are very important items because small issues like that can hang things up. So I'm going to go to each Commissioner and make sure that they're okay with that. Commissioner Hansen.

COMMISSIONER HANSEN: Yes, I understand that this is a request for authorization for the County Manager to finalize and execute this agreement. Thank you.

CHAIR ROYBAL: Thank you. Commissioner Hamilton.

COMMISSIONER HAMILTON: Yes. I understood that as well. Thank you.

CHAIR ROYBAL: Commissioner Garcia.

COMMISSIONER GARCIA: Yes, sir. Thank you, Mr. Chair.

SFC CLERK RECORDED 12/10/2020

CHAIR ROYBAL: Commissioner Hughes.

COMMISSIONER HUGHES: Yes. That's the understanding and it sounds good.

CHAIR ROYBAL: And a yes from Commissioner Roybal. I understand that. I think there is going to be minor details that come up that our Manager is more than capable of handling. So I'm going to go to a roll call vote.

The motion passed by unanimous [5-0] roll call vote.

3. F. Request Approval of Letter of Support for Joint City of Santa Fe and Santa Fe County Return Flow Pipeline

MR. DUPUIS: Thank you, Mr. Chair. This last item expresses the County's support to continue to explore a joint venture with the City of Santa Fe of a return flow pipeline project. The details of any such joint venture would have to be worked out as the letter makes very clear. The County's partnership is predicated on a thorough environmental impact study, a comparison of alternative strategies and garnering of public support. These all three are very critical and that includes working with the City to study the environmental impacts of the lower Santa Fe River and to conduct a public process to understand the community concern, and then develop any potential solutions together.

This includes a commitment to evaluating science-based target flows on the lower Santa Fe River to help mitigate the objective impacts at the heart of many community concerns. As it currently stands the return flow pipeline could provide the County with up to 300 acre-feet of additional supply. This supply, when utilized appropriately is drought resistant and could be used to supply the Eldorado Area Water and Sanitation District under the replacement water delivery agreement. And as previously indicated, supplying substantial amounts of water to the Eldorado Area Water and Sanitation District for its own use has the potential to recharge the aquifer beneath Eldorado and surrounding aquifers via high transmissivity pathways.

With that I stand for any questions.

COMMISSIONER GARCIA: Mr. Chair.

CHAIR ROYBAL: Do we have any questions from the Commission?

COMMISSIONER GARCIA: Mr. Chair, I have a quick question is I may.

CHAIR ROYBAL: Go ahead, Commissioner Garcia, and I'm looking for a show of hands if any other Commissioners have questions. Okay, I'm going to go to Commissioner Hughes next.

COMMISSIONER GARCIA: Awesome, Mr. Chair, John. So once again you did talk to Carl Dickens as the president of the La Cienega Valley Association and he's okay with us, me, voting for this letter as into exploring – not approving, exploring – what the pipeline can or may do. Correct?

MR. DUPUIS: Mr. Chair, Commissioner Garcia, that is correct. I spent a little over an hour today walking Mr. Dickens through the intent and as Manager Miller wisely guided us to include all three as a package so it's clear, or helps make clear the regional and bigger picture approach that we're trying to accomplish. So to answer your

SFC CLERK RECORDED 12/10/2020









GB BDD City-County Shared Pool Agreement

Final Audit Report

2021-01-07

Created:	2021-01-05
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFz5NOJ3Ousq3vxdYzSWxWF7Tp9IOzi3x

"GB BDD City-County Shared Pool Agreement" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-01-05 - 8:41:30 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-01-05 - 8:46:12 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-01-06 - 11:51:42 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-01-06 - 11:54:37 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-01-06 - 11:54:39 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-01-07 - 0:06:23 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-01-07 - 0:06:31 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-01-07 - 0:06:31 AM GMT

ACTION SHEET			
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020			
ISSUSE NO. 8C			
Request for Approval of Buckman Direct Diversion Shared Pool Agreement with Santa Fe County. (Jesse Roach, Water Division Director, jdroach@santafenm.gov , 955-4309).			
Committee Review:			
Public Works and Utilities Committee: 12/16/20			
Finance Committee: 01/04/21			
Governing Body: 01/13/21			
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Item postponed until next PWPUC meeting			
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: December 10, 2020

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

VIA: Shannon Jones, Public Utilities Department Director 
SJ

FROM: Michael Dozier, Wastewater Management Division Director 
MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Collections department replacement vehicle in the Total Amount of \$80,859.85 for crane assisted sewer repairs. Vendor: Chalmers Ford Commercial Vehicles.
Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

The Wastewater Collections Section utilizes a 2007 F450 Ford truck with attached crane to lift sewer pumps and large hose equipment during repairs on the sewer collection system. While completing tasks in the service area, the crane truck suffered catastrophic engine failure. City fleet department recommended replacement after calculating repair cost and age of the vehicle. The purchase amount is not currently budgeted and will require a cash transfer to 5000362-570950 Vehicles <1.5 years.

PROCUREMENT METHOD:

Procurement method: New Mexico Purchasing Cooperative, CES RFP 2020-31A for CES Contract #220-31A-C103-ALL- Vehicles- Car, Vans, Pickups and Public Safety.

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Collections/5000362
Munis Object Name/Number: Vehicles <1.5/570950
In the amount of \$80,859.85

ACTION REQUESTED:

Wastewater Management Division, Collections Section respectfully requests your review and approval for the replacement purchase.

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



City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/Waste Water					12/10/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Vehicles >1.5	5000362	570950		80,660		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$	80,660	\$ -

Budget Increase from Cash Balance in WWMD Enterprise Fund to purchase a replacement unit for FA #52913 2007 F450 4X4 w/ crane.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(80,660)
TOTAL:	(80,660)


Maya Martinez 12/10/2020
 Prepared By {print name} Date

 Michael Dozier (Dec 10, 2020 14:05 MST)
 Division Director Signature {optional} Date

 Shannon Jones (Dec 10, 2020 14:13 MST)
 Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #: Date


 AJH (Dec 10, 2020 15:06 MST)
 Budget Officer Date
 Finance Director {≤ \$5,000} Date
 City Manager {≤ \$60,000} Date



PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

(505) 554-6447

QUOTE TO: **City of Santa Fe**
Daniel Garcia
dagarcia@santafenm.gov
505.231.8561

QUOTE NUMBER 120420-3
QUOTE DATE December 4, 2020
MEMBER PO #.
CES PO#
TERMS Due on Receipt
SALES REP Mike Michnuk
SHIPPED VIA Pick UP
F.O.B. Dealership
PREPAID or COLLECT

SHIPPED TO:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Pricing Pursuant to CES Contract # 2020-31A-C103-All		
1	2020 Ford F450 Extended Cab, 4x4, 60"CA, 168" Wheel Base, 6.7L Diesel Engine, 10-Speed Auto Transmission, Oxford White, Medium Earth Gray Cloth, 4.10 Limited Slip, Bluetooth, Power Equipment Group, Upfitter switches, Skide Plates, Block Heater, PTO, Rear Camera,	59,575.00	\$59,575.00
1	CES Discount (15%)	(8,936.25)	\$ (8,936.25)
1	Roof Width Light Bar 16 LED (Amber)	1,950.00	\$ 1,950.00
1	Perimeter Lightig (2 Front 2 Rear)	1,250.00	\$ 1,250.00
1	Clark Truck Build Crane Body with 4000lbs Crane (Specs Attahced)	27,021.10	\$ 27,021.10
	In Stock		
		SUBTOTAL	80,859.85
		TAX	
		FREIGHT	
<i>Proposal Valid for 30 Days</i>			\$80,859.85
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com



Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

July 17, 2020

Thomas M. Cullen
Chalmers Ford
2500 Rio Rancho Dr SE
Rio Rancho, NM87124

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31A for CES Contract # 2020-31A-C103-ALL - Vehicles - Car, Vans, Pickups and Public Safety

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31A solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

**ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

CES RFP NUMBER: 2020-31A

RFP DESCRIPTION: Vehicles - Car, Vans, Pickups and Public Safety

CES CONTRACT NUMBER: 2020-31A-C103-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this 7/17/2020, to Chalmers Ford, with its principal office located at 2500 Rio Rancho Dr SE, Rio Rancho, NM 87124 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The contract term shall be for four (4) calendar years from the effective contract award date 7/17/2020 through 7/16/2024. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.
2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.
3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.
4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.
5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.
6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the

RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

Chalmers Ford

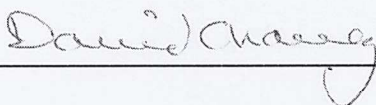
David Chavez

Thomas M. Cullen

Printed Name

Printed Name

By:



By:

DocuSigned by:
Thomas M. Cullen

Fleet Director

Title: Executive Director

Title: _____

**ATTACHMENT A
TO CONTRACT 2020-31A-C103-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

SCOPE OF WORK AND SPECIFICATIONS

CES is seeking qualified contractor(s) in the State of New Mexico to provide a variety of Vehicles - Car, Vans, Pickups and Public Safety for a firm, fixed price as described in solicitation CES RFP 2020-31A, or other pricing methodologies identified herein. The Contractor will furnish and provide any and all documentation, labor, materials and equipment needed to perform and complete the scope of work stated for each individual project requested under CES RFP2020-31A

**Omissions in CES RFP 2020-31A for Vehicles - Car, Vans, Pickups and Public Safety of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment, product, materials or services.*

**ATTACHMENT B
TO CONTRACT 2020-31A-C103-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

PRICING

- A. CES Members and Participating Entities will pay Contractor for Vehicles - Car, Vans, Pickups and Public Safety rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.
- B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

**RFP # 2020-31A Vehicles - Car,
Vans, Pickups and Public
Safety**
LINE ITEM N

Company Name	Chalmers Ford		Veh Manufa
Product Name	Product Description	Unit of Measure	Region 1
Offeror's Support for CES Pricing	Offeror's Support for CES Pricing, Percent of difference between CES Price and individual entity price.	%	2.00%
Alternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	%	10.00%
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	%	4.00%
Small Sedans and Station Wagons	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%
Midsize Sedans ans Stations Wagons	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	14.00%
Large Sedans ans Stations Wagons	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	11.00%
Minivans GVRW of 8500 lbs or less	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Full -Size Van, GVRW of 10000 lbs or less, including cargo van	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Pickup Trucks Small GVRW of 6000 lbs or less	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Pickup Trucks Large GVRW of 6000 to 8500 lbs	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Pickup Trucks Large GVRW of 8501 to 10000 lbs	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Sport-Utility Vehicles	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%
Alternative -Fuel Vehicles	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%
Hybrid-Electric	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans)	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	12.00%
Police Cars	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	12.00%
Cab and Chassis Vehicles GVRW of 10,000 lbs or less	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	15.00%
Bodies for Vehicles GVRW of 10,000 lbs or less	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	4.00%
Small Sedans and Station Wagons	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%

Midsize Sedans and Stations Wagons	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	14.00%
Large Sedans and Stations Wagons	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	11.00%
Minivans GVRW of 8500 lbs or less	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Full -Size Van, GVRW of 10000 lbs or less, including cargo van	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Pickup Trucks Small GVRW of 6000 lbs or less	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Pickup Trucks Large GVRW of 6000 to 8500 lbs	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Pickup Trucks Large GVRW of 8501 to 10000 lbs	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Sport-Utility Vehicles	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%
Alternative -Fuel Vehicles	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%
Hybrid-Electric	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans)	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	12.00%
Police Cars	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	12.00%
Cab and Chassis Vehicles GVRW of 10,000 lbs or less	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	15.00%
Bodies for Vehicles GVRW of 10,000 lbs or less	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	4.00%
Optional equipment	Percent of Discount off Printed/Published Price Sheets	%	4.00%
Hourly Rates for Installation of Accessories and Equipment	Hourly Rate	\$	\$100.00
Hourly Rates for Paint and Body Services	Hourly Rate	\$	\$65.00
Hourly Service Rates for Maintenance and Repairs	Hourly Rate	\$	\$90.00
Replacement Parts, Materials and Supplies	Percent of Discount off Printed/Published Price Sheets	%	10.00%
Maintenance Service Plans	Percent of Discount off Printed/Published Price Sheets	%	4.00%
Extended Warranty	Percent of Discount off Printed/Published Price Sheets	%	4.00%
Vehicle Delivery Cost	Cost per mile from Dealer to CES Member	\$	\$2.00
Emergency Road Side Service	Hourly Rate	\$	\$95.00

Emergency Road Side Service	Cost per mile	\$	\$2.00
Used Vehicle Purchase Options - Wholesale Blue Book Option	Dealer discount not to exceed a maximum of XX.XX%	%	10.00%












CES Chalmers Packet

Final Audit Report

2020-12-10

Created:	2020-12-10
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7aqUZV7qbuaBk0X-jhUAUnztjFXUdchy

"CES Chalmers Packet" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-12-10 - 8:59:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2020-12-10 - 9:02:20 PM GMT
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2020-12-10 - 9:04:18 PM GMT- IP address: 97.123.105.154
-  Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2020-12-10 - 9:05:54 PM GMT - Time Source: server- IP address: 97.123.105.154
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-12-10 - 9:05:58 PM GMT
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-  Document emailed to AJH (ajhopkins@santafenm.gov) for signature
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2020-12-10 - 10:01:57 PM GMT- IP address: 104.47.65.254
-  Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2020-12-10 - 10:06:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-12-10 - 10:06:06 PM GMT




City of Santa Fe, New Mexico


Memorandum



DATE: December 10, 2020

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

VIA: Shannon Jones, Public Utilities Department Director 
SJ

FROM: Michael Dozier, Wastewater Management Division Director 
MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Collections department replacement vehicle in the Total Amount of \$80,859.85 for crane assisted sewer repairs. Vendor: Chalmers Ford Commercial Vehicles.
Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

The Wastewater Collections Section utilizes a 2007 F450 Ford truck with attached crane to lift sewer pumps and large hose equipment during repairs on the sewer collection system. While completing tasks in the service area, the crane truck suffered catastrophic engine failure. City fleet department recommended replacement after calculating repair cost and age of the vehicle. The purchase amount is not currently budgeted and will require a cash transfer to 5000362-570950 Vehicles <1.5 years.

PROCUREMENT METHOD:

Procurement method: New Mexico Purchasing Cooperative, CES RFP 2020-31A for CES Contract #220-31A-C103-ALL- Vehicles- Car, Vans, Pickups and Public Safety.

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Collections/5000362
Munis Object Name/Number: Vehicles <1.5/570950
In the amount of \$80,859.85

ACTION REQUESTED:

Wastewater Management Division, Collections Section respectfully requests your review and approval for the replacement purchase.

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



City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/Waste Water					12/10/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Vehicles >1.5	5000362	570950		80,660		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$	80,660	\$ -

Budget Increase from Cash Balance in WWMD Enterprise Fund to purchase a replacement unit for FA #52913 2007 F450 4X4 w/ crane.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(80,660)
TOTAL:	(80,660)


Maya Martinez 12/10/2020
 Prepared By {print name} Date

 Michael Dozier (Dec 10, 2020 14:05 MST) Date
 Division Director Signature {optional} Date

 Shannon Jones (Dec 10, 2020 14:13 MST) Date
 Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #: Date


 AJH (Dec 10, 2020 15:06 MST) Date
 Budget Officer Date
 Finance Director {≤ \$5,000} Date
 City Manager {≤ \$60,000} Date



PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

(505) 554-6447

QUOTE TO: **City of Santa Fe**
Daniel Garcia
dagarcia@santafenm.gov
505.231.8561

QUOTE NUMBER 120420-3
QUOTE DATE December 4, 2020
MEMBER PO #.
CES PO#
TERMS Due on Receipt
SALES REP Mike Michnuk
SHIPPED VIA Pick UP
F.O.B. Dealership
PREPAID or COLLECT

SHIPPED TO:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Pricing Pursuant to CES Contract # 2020-31A-C103-All		
1	2020 Ford F450 Extended Cab, 4x4, 60"CA, 168" Wheel Base, 6.7L Diesel Engine, 10-Speed Auto Transmission, Oxford White, Medium Earth Gray Cloth, 4.10 Limited Slip, Bluetooth, Power Equipment Group, Upfitter switches, Skide Plates, Block Heater, PTO, Rear Camera,	59,575.00	\$59,575.00
1	CES Discount (15%)	(8,936.25)	\$ (8,936.25)
1	Roof Width Light Bar 16 LED (Amber)	1,950.00	\$ 1,950.00
1	Perimeter Lightig (2 Front 2 Rear)	1,250.00	\$ 1,250.00
1	Clark Truck Build Crane Body with 4000lbs Crane (Specs Attahced)	27,021.10	\$ 27,021.10
	In Stock		
		SUBTOTAL	80,859.85
		TAX	
		FREIGHT	
<i>Proposal Valid for 30 Days</i>			\$80,859.85
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com



Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

July 17, 2020

Thomas M. Cullen
Chalmers Ford
2500 Rio Rancho Dr SE
Rio Rancho, NM87124

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31A for CES Contract # 2020-31A-C103-ALL - Vehicles - Car, Vans, Pickups and Public Safety

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31A solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

**ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

CES RFP NUMBER: 2020-31A

RFP DESCRIPTION: Vehicles - Car, Vans, Pickups and Public Safety

CES CONTRACT NUMBER: 2020-31A-C103-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this 7/17/2020, to Chalmers Ford, with its principal office located at 2500 Rio Rancho Dr SE, Rio Rancho, NM 87124 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The contract term shall be for four (4) calendar years from the effective contract award date 7/17/2020 through 7/16/2024. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.
2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.
3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.
4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.
5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.
6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the

RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

Chalmers Ford

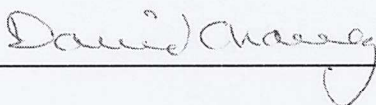
David Chavez

Thomas M. Cullen

Printed Name

Printed Name

By:



By:

DocuSigned by:
Thomas M. Cullen

Fleet Director

Title: Executive Director

Title: _____

**ATTACHMENT A
TO CONTRACT 2020-31A-C103-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

SCOPE OF WORK AND SPECIFICATIONS

CES is seeking qualified contractor(s) in the State of New Mexico to provide a variety of Vehicles - Car, Vans, Pickups and Public Safety for a firm, fixed price as described in solicitation CES RFP 2020-31A, or other pricing methodologies identified herein. The Contractor will furnish and provide any and all documentation, labor, materials and equipment needed to perform and complete the scope of work stated for each individual project requested under CES RFP2020-31A

**Omissions in CES RFP 2020-31A for Vehicles - Car, Vans, Pickups and Public Safety of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment, product, materials or services.*

**ATTACHMENT B
TO CONTRACT 2020-31A-C103-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

PRICING

- A. CES Members and Participating Entities will pay Contractor for Vehicles - Car, Vans, Pickups and Public Safety rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.
- B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

**RFP # 2020-31A Vehicles - Car,
Vans, Pickups and Public
Safety**
LINE ITEM N

Company Name	Chalmers Ford		Veh Manufa
Product Name	Product Description	Unit of Measure	Region 1
Offeror's Support for CES Pricing	Offeror's Support for CES Pricing, Percent of difference between CES Price and individual entity price.	%	2.00%
Alternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	%	10.00%
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	%	4.00%
Small Sedans and Station Wagons	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%
Midsize Sedans ans Stations Wagons	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	14.00%
Large Sedans ans Stations Wagons	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	11.00%
Minivans GVRW of 8500 lbs or less	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Full -Size Van, GVRW of 10000 lbs or less, including cargo van	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Pickup Trucks Small GVRW of 6000 lbs or less	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Pickup Trucks Large GVRW of 6000 to 8500 lbs	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Pickup Trucks Large GVRW of 8501 to 10000 lbs	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Sport-Utility Vehicles	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%
Alternative -Fuel Vehicles	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%
Hybrid-Electric	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans)	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	12.00%
Police Cars	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	12.00%
Cab and Chassis Vehicles GVRW of 10,000 lbs or less	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	15.00%
Bodies for Vehicles GVRW of 10,000 lbs or less	Fleet Option - Percent of Discount off Printed/Published Price Sheets	%	4.00%
Small Sedans and Station Wagons	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%

Midsize Sedans and Stations Wagons	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	14.00%
Large Sedans and Stations Wagons	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	11.00%
Minivans GVRW of 8500 lbs or less	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Full -Size Van, GVRW of 10000 lbs or less, including cargo van	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Pickup Trucks Small GVRW of 6000 lbs or less	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Pickup Trucks Large GVRW of 6000 to 8500 lbs	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Pickup Trucks Large GVRW of 8501 to 10000 lbs	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	18.00%
Sport-Utility Vehicles	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%
Alternative -Fuel Vehicles	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	10.00%
Hybrid-Electric	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	8.00%
Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans)	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	12.00%
Police Cars	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	12.00%
Cab and Chassis Vehicles GVRW of 10,000 lbs or less	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	15.00%
Bodies for Vehicles GVRW of 10,000 lbs or less	Off the Lot Option - Percent of Discount off Printed/Published Price Sheets	%	4.00%
Optional equipment	Percent of Discount off Printed/Published Price Sheets	%	4.00%
Hourly Rates for Installation of Accessories and Equipment	Hourly Rate	\$	\$100.00
Hourly Rates for Paint and Body Services	Hourly Rate	\$	\$65.00
Hourly Service Rates for Maintenance and Repairs	Hourly Rate	\$	\$90.00
Replacement Parts, Materials and Supplies	Percent of Discount off Printed/Published Price Sheets	%	10.00%
Maintenance Service Plans	Percent of Discount off Printed/Published Price Sheets	%	4.00%
Extended Warranty	Percent of Discount off Printed/Published Price Sheets	%	4.00%
Vehicle Delivery Cost	Cost per mile from Dealer to CES Member	\$	\$2.00
Emergency Road Side Service	Hourly Rate	\$	\$95.00

Emergency Road Side Service	Cost per mile	\$	\$2.00
Used Vehicle Purchase Options - Wholesale Blue Book Option	Dealer discount not to exceed a maximum of XX.XX%	%	10.00%












CES Chalmers Packet

Final Audit Report

2020-12-10

Created:	2020-12-10
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7aqUZV7qbuaBk0X-jhUAUnztjFXUdchy

"CES Chalmers Packet" History



-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-12-10 - 8:59:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
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-  Document emailed to AJH (ajhopkins@santafenm.gov) for signature
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Signature Date: 2020-12-10 - 10:06:06 PM GMT - Time Source: server- IP address: 63.232.20.2
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
City of Santa Fe, New Mexico

memo

DATE: December 3, 2020

TO: Public Utilities and Finance Committees

FROM: Randy Lopez, Transmission & Distribution Supervisor 
Mike Moya, Transmission & Distribution Section Manager 

VIA: Shannon Jones, Public Utilities Department Director 
Jesse Roach, Water Division Director 

ITEM & ISSUE:

Request approval of Amendment #3 to the original contract # 19-0031 with GM Emulsion LLC.

BACKGROUND & SUMMARY:

The City of Santa Fe Water Division, Transmission & Distribution Section requests approval of an amendment #3 with GM Emulsion in the amount of \$570,000 plus nmgrt. The Public Works Department awarded BID 19/01/B to GM Emulsion in the amount of \$4,000,000 for a 2 year term through 1/9/2021, for On Call Roadway and Trails Construction. Amendment #1 was approved on 5/8/20, increasing the yearly amount for the Water Division by \$30,000 per FY for a total of \$120,000 plus nmgrt. Amendment #2 was approved by the City Council on 2/26/20 extending the term to 1/9/23 and increasing the amount by \$8,000,000 plus nmgrt for the Public Work Department. We are requesting approval to increase the amount for the Water Division through the term of the contract in the amount of \$570,000 plus nmgrt. This contract is for on call asphalt patching and will be utilized for most Water Division projects and emergencies. GM Emulsion does asphalt patching, sealing and tacking the roads with the Streets Division and has displayed exceptional workmanship at a low cost. Staff requests approval to the Budget Adjustment/Increase to fund this FY's amount of \$184,344 for the current Fiscal Year. Budget will be available upon approval of the attached BAR for FY 20/21 in Org/Obj # 5050386.520200, and will be requested as part of upcoming Budget requests in FY 20/21, FY 21/22 and FY 22/23 under the same Org/Obj #.

ACTION REQUESTED:

Please approve amendment #3 for GM Emulsions LLC and the Budget Adjustment request and forward to the City Council for approval.

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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Water	DATE 12/3/2020
---	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Rep. Maint Grounds & Roads	5050386	520200		184,344	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

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

\$ 184,344	-
------------	---

Budget Increase from Cash Balance in Water Enterprise Fund for to fund
 the GM Emulsion amendment #3 for ON call Paving.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(184,344)
TOTAL:	(184,344)

Maya Martinez Prepared By <i>{print name}</i>	12/3/2020 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	 AJH (Dec 7, 2020 11:58 MST)
 Division Director Signature <i>{optional}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer Date
 Shannon Jones (Dec 7, 2020 11:45 MST)	Date	City Council Approval Date <input style="width: 100px; height: 20px;" type="text"/>	Finance Director {≤ \$5,000} Date
Department Director Signature	Date	Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	City Manager {≤ \$60,000} Date

**CITY OF SANTA FE
AMENDMENT No. 3 TO
ON-CALL CONSTRUCTION AGREEMENT
ITEM #19-0031; 19-0329; 20-0113**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE Agreement, dated January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC. (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 City with On Call Roadway and Trails Construction Services

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by five hundred and seventy thousand dollars (\$570,000), excluding gross receipts tax.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twelve million six hundred and ninety thousand dollars (\$12,690,000) excluding applicable gross receipts taxes.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:
GM Emulsion, LLC.

ALAN M. WEBBER, MAYOR

Michelle M. Martinez

NAME & TITLE

Date: _____

Date: 12/7/2020

CRS #:03181502002

Business Registration #:19-00110289

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Dec 2, 2020 14:26 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050386.520200
Business Unit/Line Item

AL
AL






2020 12 2 GM Emulsion

Final Audit Report

2020-12-02

Created:	2020-12-02
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwO8RAXVKy9gjUW-v2FKJcP4ogywz9-Bg

"2020 12 2 GM Emulsion" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-12-02 - 9:22:30 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-12-02 - 9:23:42 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-12-02 - 9:26:05 PM GMT- IP address: 70.90.202.81
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-12-02 - 9:26:15 PM GMT - Time Source: server- IP address: 70.90.202.81
-  Agreement completed.
2020-12-02 - 9:26:15 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200807

Contractor: GM Emulsion

Description: ON Call Paving services

Contract Agreement Lease / Rent Amendment

Term Start Date: 1/9/19 Term End Date: 1/9/23

Approved by Council Date: 1/9/19

Contract / Lease:

Amendment # 3 to the Original Contract / Lease # 19-0031

Increase/(Decrease) Amount \$ 570000

Extend Termination Date to: na

Approved by Council Date: pending

Amendment is for:

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

Original Contract 19-0031 approved by CC 1/9/19 RFP 19/01/B

#1 19-0329 CC approved 5/8/19. Increase compensation for Water Division

#2 20-0113 CC approved 2/26/20. Increase compensation and Term extension PWD

3. Procurement History: 19/01/B


Fran Dunaway (Dec 15, 2020 18:04 MST)

Purchasing Officer Review:

Dec 15, 2020

Date:

Comment & Exceptions: _____

4. Funding Source: Water Enterprise fund.


Alexis Lopez (Dec 15, 2020 16:54 MST)

Budget Officer Approval:

Org / Object: 5050386.520200

Dec 15, 2020

Date:

Comment & Exceptions: BAR increase attached with the item for approval

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

EXHIBIT C1

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: GM EMULSION, LLC.

Procurement Title: ON CALL ROADWAY AND TRAILS CONSTRUCTION

Solicitation RFP#: "19/01/B

Department Requesting/Staff Member Public Utilities Dept. / Randy Lopez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Public Utilities Department/ Randy Lopez T&D Supervisor

Department Rep Printed Name and Title


Randy Lopez (Dec 5, 2020 12:12 MST)

Department Rep Signature attesting that all information included


Steve Perry (Dec 15, 2020 10:04 MST)

Purchasing Office attesting that information is reviewed _____

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFQ
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFQ submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all bid submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab

*

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

AWARD*

YES N/A

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

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of Executed Contract |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other: <u>Amendment to PSA pending City Council Approval</u> |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |

*

Other: _____

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

PROTEST (If applicable)*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

- | YES | N/A | |
|--------------------------|-------------------------------------|------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original bid(s) with no redactions |

Public Utilities Department/ Randy Lopez T&D Supervisor

Department Rep Printed Name and Title


Randy Lopez (Dec 5, 2020 12:12 MST)

Department Rep Signature attesting that all information included



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

BUSINESS REGISTRATION

Business Name: GM EMULSION LLC
DBA: GM EMULSION LLC

Business Location: 5935 AGUA FRIA ST
SANTA FE, NM 87507

Owner: MICHELLE MARTINEZ

License Number: 110289

Issued Date: December 16, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

GM EMULSION LLC
5935 AGUA FRIA ST
SANTA FE, NM 87507

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

City of Santa Fe Contract
On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **GM Emulsion, LLC**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

C. "You" and "your" refers to **(GM Emulsion, LLC)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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 contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. 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:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. 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:

- i. 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;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. 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 "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 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

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 8 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.

Insert:	Michelle Martinez, Project Administrator
City Name	Santa Fe
E-mail Address	mrmartinez1@ci.santa-fe.nm.us
Telephone Number	(505) 955-6931
Mailing Address.	500 Market Street Suite 200 Santa Fe, NM 87501

To Contractor: GM Emulsion, LLC
5935 Agua Fria St.
Santa Fe, NM 87507
(505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: GM Emulsion, LLC
5935 Agua Fria St.
Santa Fe, NM 87507
(505) 471-9981


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.

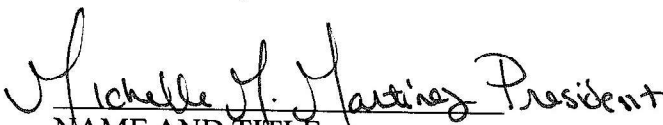
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 1/18/19

CONTRACTOR:
GM Emulsion, LLC

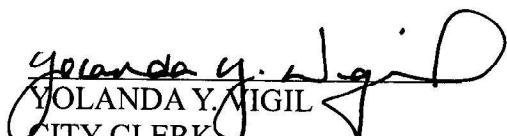

NAME AND TITLE

DATE: 1/3/2019

CRS# 03181502002

Registration # 18-00110289

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 1/9/2019

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Various
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emulsions		EMCO of Santa Fe		Allied 360 Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000 Clearing & Grubbing	201000	ALLOWANCE	20,000	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00
2	203000 Unclassified Excavation	203000	CY	300	10.00	3,000.00	3.50	1,050.00	14.33	4,299.00
3	203100 Borrow	203100	CY	300	15.00	4,500.00	11.00	3,300.00	17.72	5,316.00
4	203200 Subexcavation	203200	CY	300	15.00	4,500.00	4.50	1,350.00	14.33	4,299.00
5	203205 Subexcavation and Re-compaction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
7	207000A Subgrade Preparation (501-1500 SY/IN)	207000A	SY/IN	1,500	0.30	450.00	0.25	375.00	1.91	2,865.00
8	207000B Subgrade Preparation (1501+ SY/IN)	207000B	SY/IN	3,500	0.30	1,050.00	0.25	875.00	0.45	1,575.00
9	208000 Linear Grading	208000	MILE	1	3,000.00	3,000.00	5,000.00	5,000.00	5,730.00	5,730.00
10	209000 Bleeding and Reshaping	209000	MILE	1	5,000.00	5,000.00	5,000.00	5,000.00	6,303.00	6,303.00
11	210000 Excavation and Backfill for Major Structures	210000	CY	250	25.00	6,250.00	15.00	3,750.00	22.92	5,730.00
12	210005 Temporary Retaining Wall/Shoring	210005	SF	150	20.00	3,000.00	40.00	6,000.00	19.58	2,937.00
13	302000 Process Placing & Compact Ext. Pmt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Course (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A Base Course (501-1500 SY/IN)	303015A	SY/IN	1,500	1.25	1,875.00	1.40	2,100.00	2.44	3,660.00
16	303015B Base Course (1501+ SY/IN)	303015B	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,860.00
17	403600 Open Graded Friction Course Complete (5/8")	403600	SY/IN	2,000	12.00	24,000.00	9.00	18,000.00	9.32	18,640.00
18	407000 Asphalt Mill. For Tack Coat	407000	TON	15	800.00	12,000.00	800.00	12,000.00	784.00	11,460.00
19	407001A Fog Seal for Roadway	407001A	TON	30	900.00	27,000.00	800.00	24,000.00	816.53	24,495.90
20	407001B Fog Seal for Trails	407001B	TON	30	1,000.00	30,000.00	900.00	27,000.00	926.35	27,790.50
21	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	27,000.00	942.59	28,277.70
22	411000 Hot Poured Crack Sealing	411000	LB	30,000	2.50	75,000.00	1.50	45,000.00	3.20	96,000.00
23	411100 Polymer Binder/Aggregate Blend Crack Repair (1"-6" Wide Cracks)	411100	LB	20,000	3.00	60,000.00	3.00	60,000.00	4.73	94,600.00
24	414000 Cold Milling (Asphalt) (1-10,000 SY/IN)	414000	SY/IN	10,000	1.33	13,300.00	1.30	13,000.00	2.11	21,100.00
25	414000A Cold Milling (Asphalt) (10,001-50,000 SY/IN)	414000A	SY/IN	50,000	1.33	66,500.00	1.30	65,000.00	2.01	100,500.00
26	414000B Cold Milling (Asphalt) (50,001+ SY/IN)	414000B	SY/IN	75,000	1.33	99,750.00	1.30	97,500.00	1.87	140,250.00
27	416000 Minor Pavement	416000	SY/IN	2,500	12.00	30,000.00	6.00	15,000.00	7.31	18,275.00
28	417000 Miscellaneous Paving	417000	SY/IN	2,500	10.00	25,000.00	6.00	15,000.00	10.46	26,150.00
29	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete (1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete (10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+ SY/IN)	423250B	SY	75,000	4.50	337,500.00	5.75	431,250.00	6.12	459,000.00
33	423283 HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000.00	7.00	2,800.00	7.74	3,096.00
34	423283A HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
35	423283B HMA-SP-IV Complete-6422 Oil (50,0001+ SY/IN)	423283B	SY/IN	75,000	7.00	525,000.00	5.75	431,250.00	5.64	423,000.00
36	451060 Concrete Pmt Complete-Replace In-Kind Dowelled & Wire Mesh	451060	SY/IN	1,500	3.50	5,250.00	5.00	7,500.00	7.36	11,040.00
37	511000 Structural Concrete, Class A	511000	CY	50	600.00	30,000.00	600.00	30,000.00	439.30	21,965.00
38	511500 Concrete Patch Work (1/4" to 1/2" Thick)	511500	SF	1,500	3.50	5,250.00	3.00	4,500.00	4.06	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	SF	1,500	3.00	4,500.00	5.00	7,500.00	4.06	6,090.00
40	515000 Reinforced Concrete for Minor Structures	515000	CY	50	550.00	27,500.00	600.00	30,000.00	463.18	23,159.00
41	516000 Flowable Fill	516000	CY	50	120.00	6,000.00	95.00	4,750.00	133.70	6,685.00
42	531001* Permanent Anti-Graffiti Protective Coat	531001*	SF	2,500	1.20	3,000.00	1.50	3,750.00	1.06	2,650.00
43	540060 Reinforced Bars Grade 60	540060	LB	15,000	1.20	18,000.00	1.50	22,500.00	1.20	18,000.00
44	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	4.59	82,620.00
46	570012 12" Culvert Pipe	570012	LF	30	30.00	900.00	30.00	900.00	30.56	916.80
47	570018 18" Culvert Pipe	570018	LF	80	35.00	2,800.00	35.00	2,800.00	34.38	2,750.40
48	570024 24" Culvert Pipe	570024	LF	30	42.00	1,260.00	40.00	1,200.00	43.93	1,317.90
49	570025 24" Culvert Pipe End Section	570025	EACH	2	250.00	500.00	250.00	500.00	362.90	725.80
50	570030 30" Culvert Pipe	570030	LF	30	55.00	1,650.00	50.00	1,500.00	57.30	1,719.00
51	570031 30" Culvert Pipe End Section	570031	EACH	2	400.00	800.00	400.00	800.00	584.46	1,168.92
52	570036 36" Culvert Pipe	570036	LF	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
53	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
55	570049 48" Culvert Pipe End Section	570049	EACH	2	1,300.00	2,600.00	1,250.00	2,500.00	1,146.00	2,292.00
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,098.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
58	570437 24" Storm Drain Pipe	570437	LF	30	70.00	2,100.00	60.00	1,800.00	34.86	1,045.80
59	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	658.96
60	571000 3/8" Diamond Plate	571000	SF	50	25.00	1,250.00	20.00	1,000.00	43.74	2,187.00
61	601000 Removal of Structures and Obstructions	601000	LS	\$ 20,000.00	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00
62	601110 Removal of Structures	601110	SY/IN	5,000	2.50	12,500.00	3.00	15,000.00	2.90	14,500.00
63	602000 Riprap Class A	602000	CY	75	250.00	18,750.00	250.00	18,750.00	225.00	16,875.00
64	601010 Riprap Class B	601010	CY	75	200.00	15,000.00	150.00	11,250.00	100.28	7,521.00

65	602030	Riprap Class D	CY	75	90.00	6,750.00	150.00	11,250.00	102.19	7,664.25
66	602200	Riprap Class G	CY	75	180.00	13,500.00	150.00	11,250.00	109.63	8,237.25
67	602200	Gabions	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68	603200	Silt Fence	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69	603220	Check Dam Type I	LF	80	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	Drop Inlet Protection Type 2	EACH	1	125.00	125.00	175.00	175.00	169.99	169.99
72	603261	Mulch Socks	LF	500	2.25	1,125.00	2.25	1,125.00	2.15	1,075.00
73	603280	SWPPP Plan Preparation & Maintenance	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74	606000	Metal Barrier W-Beam	LF	500	18.00	9,000.00	20.00	10,000.00	17.86	8,930.00
75	606010	Metal Barrier Thrie-Beam	LF	500	27.00	13,500.00	25.00	12,500.00	28.75	14,375.00
76	606050	Metal Barrier End-Treatment (Anchorage)	EACH	2	1,380.00	2,760.00	2,000.00	4,000.00	2,079.99	4,159.98
77	606051	End Treatment TL-3 End Terminal	EACH	2	2,300.00	4,600.00	2,500.00	5,000.00	2,434.30	4,868.60
78	606052	End Treatment TL-2 End Terminal	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	4,775.00
79	606050	End Treatment Thri-Beam End Anchorage	EACH	2	1,500.00	3,000.00	2,000.00	4,000.00	1,671.25	3,342.50
80	606499	Post and Cable Barrier	LF	500	15.00	7,500.00	15.00	7,500.00	18.15	9,075.00
81	607004	Barbed Wire Fence 4'	LF	500	2.50	1,250.00	5.00	2,500.00	6.31	3,155.00
82	607005	Barbless Wire Fence 4'	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	Pedestrian/Bicycle Railing	LF	500	42.00	21,000.00	40.00	20,000.00	63.03	31,515.00
85	607455	Chain Link Gate 8'x8'R	EACH	1	1,200.00	1,200.00	1,000.00	1,000.00	912.03	912.03
86	608004*	Concrete Sidewalk 4" (1-100 SY)	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87	608005*	Concrete Sidewalk 4" (Colored) (1-100 SY)	SY	100	54.00	5,400.00	52.50	5,250.00	59.68	5,969.00
88	608004A*	Concrete Sidewalk 4" (101-500 SY)	SY	500	45.00	22,500.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	SY	500	47.50	23,750.00	50.00	25,000.00	47.55	23,775.00
90	608004B*	Concrete Sidewalk 4" (501+SY)	SY	600	42.00	25,200.00	42.50	25,500.00	45.84	27,504.00
91	608005B*	Concrete Sidewalk 4" (Colored)(501+SY)	SY	600	40.00	24,000.00	50.00	30,000.00	50.62	30,372.00
92	608106*	Drive-Pad 6"	SY	2,000	52.00	104,000.00	67.50	135,000.00	27.94	55,880.00
93	608106A*	Drive-Pad 6" (Colored)	SY	2,000	60.00	120,000.00	73.35	146,700.00	27.94	55,880.00
94	608204*	Concrete Median Pavement 4" (Colored & Patterned)	SY	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
95	608300	Detachable Warning Plastics	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	19,300.00
98	609200*	Header Curb	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99	609200A*	Header Curb (Colored)	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100	609202*	12"-18" Tall Cut-off Wall	LF	250	22.00	5,500.00	30.00	7,500.00	13.23	3,307.50
101	609202A*	12"-18" Tall Cut-off Wall (Colored)	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	LF	500	20.00	10,000.00	25.00	12,500.00	16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF) (Colored)	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)(Colored)	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF) Colored	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	Concrete Sloped Curb & Gutter 6"x24"(251+LF)	LF	500	20.00	10,000.00	25.00	12,500.00	17.19	8,595.00
109	609324C*	Concrete Sloped Curb & Gutter 6"x24" (251+LF) Colored	LF	500	20.00	10,000.00	30.00	15,000.00	17.39	8,695.00
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Colored	LF	25	28.00	700.00	35.00	875.00	27.99	698.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored	LF	250	22.00	5,500.00	30.00	7,500.00	15.52	3,880.00
114	609418D*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
115	609418E*	Concrete Barrier Curb & Gutter 6"x18" (250+LF) Colored	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
116	609424*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
117	609424A*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) Colored	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF)	LF	250	24.00	6,000.00	25.00	6,250.00	23.83	5,957.50
119	609424C*	Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-250 LF)	LF	250	26.00	6,500.00	27.50	6,875.00	24.25	6,062.50
120	609424D*	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	LF	500	20.00	10,000.00	25.00	12,500.00	23.25	11,625.00
121	609424E*	Concrete Barrier Curb & Gutter 6"x24" (Colored) (251+LF)	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	12,375.00
122	609430*	Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	LF	30	30.00	900.00	30.00	900.00	27.70	831.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30 LF)	LF	30	32.00	960.00	35.00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	LF	250	26.00	6,500.00	30.00	7,500.00	17.67	4,417.50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31-250 LF)	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	LF	500	20.00	10,000.00	30.00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (251+LF)	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet (6" X Variable Width)	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A*	Concrete Vally Gutter & Fillet (Colored) (6" X Variable Width)	SY	500	44.00	22,000.00	75.00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (1-25 LF)	LF	25	30.00	750.00	35.00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26-250 LF)	LF	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000.00
136	621000	Mobilization	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137	623001	MDI Type I (Urban) H=3'-1" to 6'0"	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/U) H=3'1" to 6'0"	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	4,297.50
139	623311	CDI Type I/B to 4'	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501	Transverse Drop Inlet	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	EACH	1	400.00	400.00	500.00	500.00	658.95	658.95
142	632000	Class A Seeding	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143	632020	Class C Seeding	ACRE	1	5,000.00	5,000.00	6,000.00	6,000.00	3,151.50	3,151.50
144	632100	Sleep Slope Seeding	ACRE	1	15,000.00	15,000.00	11,000.00	11,000.00	5,500.00	5,500.00
145	632300	Manhole Extension	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered incidental to this pay item).	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147	662500	Manhole Frame and Cover	EACH	8	400.00	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	1,432.50
149	663850	Water Valve Adjustment	EACH	5	350.00	1,750.00	400.00	2,000.00	382.00	1,910.00
150	663855	Adjust Valve Box to Grade	EACH	3	300.00	900.00	250.00	750.00	286.50	859.50
151	667110	Mail Box Installation-Single	EACH	1	150.00	150.00	250.00	250.00	119.38	119.38
152	667209	Crusher Fines	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Ballard	EACH	50	550.00	27,500.00	150.00	315.15	15,757.50	15,757.50
154	667505	Lay New Brick Sidewalk	SY	500	95.00	47,500.00	125.00	62,500.00	86.91	43,455.00
155	667510	Remove and Reset Brick Sidewalk	SY	300	80.00	24,000.00	90.00	27,000.00	85.95	25,785.00
156	667515	Liter Receptacle	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	21,965.00
157	667520A	Park Bench 6'	EACH	20	800.00	16,000.00	500.00	10,000.00	1,203.30	24,066.00
158	667527B	Park Bench 8'	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	29,987.00
159	701000	Panel Signs	SF	150	16.00	2,400.00	15.00	2,250.00	17.53	2,629.50
160	701030	Remove and Reset Panel Signs	EACH	20	100.00	2,000.00	100.00	2,000.00	94.55	1,891.00
161	701100	Steel/Base Post for Aluminum Signs (Marron U-Channel, Black w/ Breakable Base)	LF	250	11.00	2,750.00	10.00	2,500.00	9.60	2,400.00
162	702810	Traffic Control Management (Major)	DAY	1	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	DAY	1	450.00	450.00	400.00	400.00	620.75	620.75
164	702110	Portable Changeable Message Sign	DAY	1	450.00	450.00	125.00	125.00	1,432.50	1,432.50
165	702600	Sequential Arrow Board Display	DAY	1	150.00	150.00	100.00	100.00	955.00	955.00
166	703300	Reflective Barrier Delineator	EACH	10	60.00	600.00	25.00	250.00	162.40	162.40
167	704000	Retroreflectorized Painted Markings 4" Layout Inclusive	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910.00
168	704004	Retroreflectorized Painted Markings 12" Layout Inclusive	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,467.50
169	704754	Retroreflective Preformed Patterned Pvmnt Stripe 4"-380 IES 3M Tape	LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
170	704762	Retroreflective Preformed Patterned Pvmnt Stripe 12"-380 IES 3M Tape	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
171	704765	Retroreflective Preformed Patterned Pvmnt Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmnt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmnt Mark Right Arrow -380 IES 3M Tape	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmnt Mark Left Arrow - 380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pvmnt Mark Thru Arrow - 380 IES 3M Tape	704769	EACH	5	450.00	2,250.00	200.00	1,000.00	458.40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvmnt Mark Word (ONLY) - 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600.00	401.10	1,203.30
177	704771	Retroreflective Preformed Patterned Pvmnt Mark Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200.00	1,000.00	382.00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmnt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retroreflective Preformed Patterned Pvmnt Mark Word (PED) - 380 IES 3M Tape	704775	EACH	5	550.00	2,750.00	200.00	1,000.00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmnt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200.00	1,000.00	358.13	1,790.65
181	704784	Retroreflective Preformed Patterned Pvmnt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape	704784	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
182	704870	Temporary Reflective Raised Pavement Marker	704870	EACH	50	3.50	175.00	7.00	350.00	2.87	143.50
183	709010	Rigid Electrical Conduit 1" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709010	LF	1,000	4.00	4,000.00	6.60	6,600.00	13.37	13,370.00
184	709020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709020	LF	1,000	8.00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	709030	Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709030	LF	1,000	12.00	12,000.00	10.70	10,700.00	14.81	14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710000	EACH	2	500.00	1,000.00	800.00	1,600.00	513.79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
189	713030	6x6 Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT	713030	EACH	50	700.00	35,000.00	700.00	35,000.00	382.00	19,100.00
190	713031	6x30 Quadropole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	713032	6x40 Quadropole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	713032	EACH	50	1,290.00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadropole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh. Impact Attenu. Unit Work Zones	720060	EACH	5	1,650.00	8,250.00	3,000.00	15,000.00	1,071.25	5,356.25
194	721000	Removal of Pavement Strips (Water Blasting)	721000	LF	200	5.00	1,000.00	2.50	500.00	2.39	478.00
195	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.69	748.72
196	801000	Construction Staking by Contractor	801000	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00
197	901012	Testing Allowance	901012	ALLOWANCE	\$ 25,000.00	1.00	25,000.00	1.00	25,000.00	1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500.00	10,000.00	477.50	9,550.00
199	667501	Parking Bumpers	667501	EACH	20	100.00	2,000.00	100.00	2,000.00	66.85	1,337.00
200	66400	Landscape Complete	66400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

3,817,465.00
3,987,065.00
322,081.73
327,971.11
4,215,036.11
4,296,633.73

NMGR
TOTAL

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE ON-CALL CONSTRUCTION AGREEMENT
ITEM #19-0031**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE ON-CALL CONSTRUCTION AGREEMENT, dated January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC. (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 City with On Call Roadway and Trails Construction Services

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by one hundred twenty thousand dollars (\$120,000), excluding gross receipts tax follows:

Fiscal Year 2018-2019, thirty thousand dollars, (\$30,000), excluding applicable gross receipts taxes.

Fiscal Year 2019-2020, sixty thousand dollars (\$60,000), excluding applicable gross receipts taxes.

Fiscal Year 2020-2021, thirty thousand dollars, (\$30,000), excluding applicable gross receipts taxes.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million one hundred twenty thousand dollars (\$4,120,000), excluding applicable gross receipts taxes.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 5/9/19

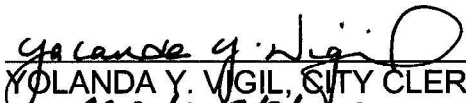
CONTRACTOR:
GM Emulsion


NAME & TITLE

DATE: 4/18/19

CRS #:03181502002
Business Registration #:

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/8/2019

APPROVED AS TO FORM:

 3/25
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

**CITY OF SANTA FE
AMENDMENT No. 2 TO
THE ON-CALL CONSTRUCTION AGREEMENT
ITEM#19-0031**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT (#19-0031), date January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC (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 City with On Call Roadway and Trails Construction Services.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by eight million dollars and no cents (\$8,000,000), excluding applicable gross receipts taxes.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twelve million one hundred twenty thousand dollars and no cents (\$12,120,000), excluding applicable gross receipts taxes.

2. TERM

Article 5 of the Agreement is hereby amended to read in its entirety as follows:

This Agreement shall terminate on January 9, 2023, unless sooner pursuant to Article 7 below.

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. 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: 3/3/2020

CONTRACTOR:

GM Emulsion, LLC.


Michelle M. Martinez, President

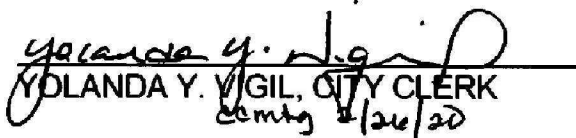
Date: 3/4/2020

NM Taxation & Revenue

ATTEST:

CRS # 03181502002

Registration# 19-00110289


YOLANDA Y. VIGIL, CITY CLERK
emtg 3/26/20

CITY ATTORNEY'S OFFICE:


SENIOR ASSISTANT CITY ATTORNEY
Date: 1/29/20

APPROVED:


MARY MCCOY, FINANCE DIRECTOR
Date: 3/2/20

various
Organization/Object

Signature: *Michael Moya*

Email: mrmoya@santafenm.gov












GM packet docs

Final Audit Report

2020-12-07


Created:	2020-12-04
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_zG6PIWuXmN29xblngmU3PQ4IIZPV5PR

"GM packet docs" History


-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
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2020-12-04 - 5:44:54 PM GMT
-  Email viewed by Randy Lopez (rjlopez@santafenm.gov)
2020-12-05 - 7:09:25 PM GMT- IP address: 174.237.128.126
-  Document e-signed by Randy Lopez (rjlopez@santafenm.gov)
Signature Date: 2020-12-05 - 7:12:03 PM GMT - Time Source: server- IP address: 174.237.128.126
-  Document emailed to Michael Moya (mrmoya@santafenm.gov) for signature
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-  Email viewed by Michael Moya (mrmoya@santafenm.gov)
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-  Document e-signed by Michael Moya (mrmoya@santafenm.gov)
Signature Date: 2020-12-07 - 5:20:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
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-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-12-07 - 5:50:47 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
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Signature Date: 2020-12-07 - 6:45:37 PM GMT - Time Source: server- IP address: 174.237.137.124

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2020-12-07 - 6:45:39 PM GMT

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2020-12-07 - 6:56:58 PM GMT- IP address: 104.47.65.254

 Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2020-12-07 - 6:58:36 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-12-07 - 6:58:36 PM GMT






GM #3 packet docs

Final Audit Report

2020-12-07

Created:	2020-12-07
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
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"GM #3 packet docs" History



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-  Document e-signed by Michelle Martinez (michelle@gmemulsion.com)
Signature Date: 2020-12-07 - 8:31:42 PM GMT - Time Source: server- IP address: 73.26.162.22
-  Agreement completed.
2020-12-07 - 8:31:42 PM GMT



City of Santa Fe, New Mexico

memo

DATE: December 3, 2020

TO: Public Utilities and Finance Committees

FROM: Randy Lopez, Transmission & Distribution Supervisor 
Mike Moya, Transmission & Distribution Section Manager 

VIA: Shannon Jones, Public Utilities Department Director 
Jesse Roach, Water Division Director 

ITEM & ISSUE:

Request approval of Amendment #3 to the original contract # 19-0031 with GM Emulsion LLC.

BACKGROUND & SUMMARY:

The City of Santa Fe Water Division, Transmission & Distribution Section requests approval of an amendment #3 with GM Emulsion in the amount of \$570,000 plus nmgrt. The Public Works Department awarded BID 19/01/B to GM Emulsion in the amount of \$4,000,000 for a 2 year term through 1/9/2021, for On Call Roadway and Trails Construction. Amendment #1 was approved on 5/8/20, increasing the yearly amount for the Water Division by \$30,000 per FY for a total of \$120,000 plus nmgrt. Amendment #2 was approved by the City Council on 2/26/20 extending the term to 1/9/23 and increasing the amount by \$8,000,000 plus nmgrt for the Public Work Department. We are requesting approval to increase the amount for the Water Division through the term of the contract in the amount of \$570,000 plus nmgrt. This contract is for on call asphalt patching and will be utilized for most Water Division projects and emergencies. GM Emulsion does asphalt patching, sealing and tacking the roads with the Streets Division and has displayed exceptional workmanship at a low cost. Staff requests approval to the Budget Adjustment/Increase to fund this FY's amount of \$184,344 for the current Fiscal Year. Budget will be available upon approval of the attached BAR for FY 20/21 in Org/Obj # 5050386.520200, and will be requested as part of upcoming Budget requests in FY 20/21, FY 21/22 and FY 22/23 under the same Org/Obj #.

ACTION REQUESTED:

Please approve amendment #3 for GM Emulsions LLC and the Budget Adjustment request and forward to the City Council for approval.

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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Water	DATE 12/3/2020
---	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Rep. Maint Grounds & Roads	5050386	520200		184,344	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

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

\$ 184,344	-
------------	---

Budget Increase from Cash Balance in Water Enterprise Fund for to fund
 the GM Emulsion amendment #3 for ON call Paving.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(184,344)
TOTAL:	(184,344)

Maya Martinez Prepared By {print name}	12/3/2020 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	 AJH (Dec 7, 2020 11:58 MST)
 Division Director Signature {optional}	Date	CITY COUNCIL APPROVAL	Budget Officer Date
 Shannon Jones (Dec 7, 2020 11:45 MST)	Date	City Council Approval Date	Finance Director {≤ \$5,000} Date
Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000} Date

**CITY OF SANTA FE
AMENDMENT No. 3 TO
ON-CALL CONSTRUCTION AGREEMENT
ITEM #19-0031; 19-0329; 20-0113**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE Agreement, dated January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC. (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 City with On Call Roadway and Trails Construction Services

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by five hundred and seventy thousand dollars (\$570,000), excluding gross receipts tax.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twelve million six hundred and ninety thousand dollars (\$12,690,000) excluding applicable gross receipts taxes.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:
GM Emulsion, LLC.

ALAN M. WEBBER, MAYOR

Michelle M. Martinez

NAME & TITLE

Date: _____

Date: 12/7/2020

CRS #:03181502002

Business Registration #:19-00110289

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Dec 2, 2020 14:26 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050386.520200
Business Unit/Line Item

AL
AL






2020 12 2 GM Emulsion

Final Audit Report

2020-12-02

Created:	2020-12-02
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwO8RAXVKy9gjUW-v2FKJcP4ogywz9-Bg

"2020 12 2 GM Emulsion" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-12-02 - 9:22:30 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-12-02 - 9:23:42 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-12-02 - 9:26:05 PM GMT- IP address: 70.90.202.81
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-12-02 - 9:26:15 PM GMT - Time Source: server- IP address: 70.90.202.81
-  Agreement completed.
2020-12-02 - 9:26:15 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200807

Contractor: GM Emulsion

Description: ON Call Paving services

Contract Agreement Lease / Rent Amendment

Term Start Date: 1/9/19 Term End Date: 1/9/23

Approved by Council Date: 1/9/19

Contract / Lease:

Amendment # 3 to the Original Contract / Lease # 19-0031

Increase/(Decrease) Amount \$ 570000

Extend Termination Date to: na

Approved by Council Date: pending

Amendment is for:

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

Original Contract 19-0031 approved by CC 1/9/19 RFP 19/01/B

#1 19-0329 CC approved 5/8/19. Increase compensation for Water Division

#2 20-0113 CC approved 2/26/20. Increase compensation and Term extension PWD

3. Procurement History: 19/01/B


Fran Dunaway (Dec 15, 2020 18:04 MST)

Purchasing Officer Review:

Dec 15, 2020

Date:

Comment & Exceptions: _____

4. Funding Source: Water Enterprise fund.

Org / Object: 5050386.520200


Alexis Lopez (Dec 15, 2020 16:54 MST)

Budget Officer Approval:

Dec 15, 2020

Date:

Comment & Exceptions: BAR increase attached with the item for approval

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

EXHIBIT C1

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: GM EMULSION, LLC.

Procurement Title: ON CALL ROADWAY AND TRAILS CONSTRUCTION

Solicitation RFP#: "19/01/B

Department Requesting/Staff Member Public Utilities Dept. / Randy Lopez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Public Utilities Department/ Randy Lopez T&D Supervisor

Department Rep Printed Name and Title


Randy Lopez (Dec 5, 2020 12:12 MST)

Department Rep Signature attesting that all information included


Steve Perry (Dec 15, 2020 10:04 MST)

Purchasing Office attesting that information is reviewed _____

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFQ
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFQ submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all bid submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab

*

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

AWARD*

YES N/A

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

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of Executed Contract |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other: <u>Amendment to PSA pending City Council Approval</u> |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |

*

Other: _____

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

PROTEST (If applicable)*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

- | YES | N/A | |
|--------------------------|-------------------------------------|------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original bid(s) with no redactions |

Public Utilities Department/ Randy Lopez T&D Supervisor

Department Rep Printed Name and Title


Randy Lopez (Dec 5, 2020 12:12 MST)

Department Rep Signature attesting that all information included



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

BUSINESS REGISTRATION

Business Name: GM EMULSION LLC
DBA: GM EMULSION LLC

Business Location: 5935 AGUA FRIA ST
SANTA FE, NM 87507

Owner: MICHELLE MARTINEZ

License Number: 110289

Issued Date: December 16, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

GM EMULSION LLC
5935 AGUA FRIA ST
SANTA FE, NM 87507

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

City of Santa Fe Contract
On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **GM Emulsion, LLC**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

C. "You" and "your" refers to **(GM Emulsion, LLC)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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 contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. 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:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. 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:

- i. 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;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. 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 "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 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

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 8 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.

Insert:	Michelle Martinez, Project Administrator
City Name	Santa Fe
E-mail Address	mrmartinez1@ci.santa-fe.nm.us
Telephone Number	(505) 955-6931
Mailing Address.	500 Market Street Suite 200 Santa Fe, NM 87501

To Contractor: GM Emulsion, LLC
5935 Agua Fria St.
Santa Fe, NM 87507
(505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: GM Emulsion, LLC
5935 Agua Fria St.
Santa Fe, NM 87507
(505) 471-9981


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.

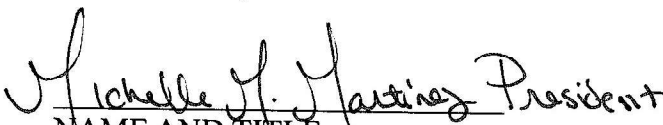
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 1/18/19

CONTRACTOR:
GM Emulsion, LLC

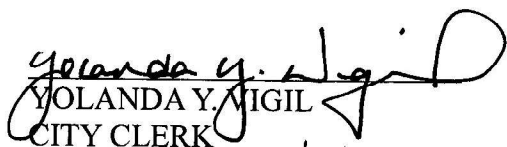

NAME AND TITLE

DATE: 1/3/2019

CRS# 03181502002

Registration # 18-00110289

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 1/9/2019

APPROVED AS TO FORM:

 9/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Various
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emulsions		EMCO of Santa Fe		Allied 360 Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000 Clearing & Grubbing	201000	ALLOWANCE	20,000	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00
2	203000 Unclassified Excavation	203000	CY	300	10.00	3,000.00	3.50	1,050.00	14.33	4,299.00
3	203100 Borrow	203100	CY	300	15.00	4,500.00	11.00	3,300.00	17.72	5,316.00
4	203200 Subexcavation	203200	CY	300	15.00	4,500.00	4.50	1,350.00	14.33	4,299.00
5	203205 Subexcavation and Re-compaction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
7	207000A Subgrade Preparation (501-1500 SY/IN)	207000A	SY/IN	1,500	0.30	450.00	0.25	375.00	1.91	2,865.00
8	207000B Subgrade Preparation (1501+ SY/IN)	207000B	SY/IN	3,500	0.30	1,050.00	0.25	875.00	0.45	1,575.00
9	208000 Linear Grading	208000	MILE	1	3,000.00	3,000.00	5,000.00	5,000.00	5,730.00	5,730.00
10	209000 Bleeding and Reshaping	209000	MILE	1	5,000.00	5,000.00	5,000.00	5,000.00	6,303.00	6,303.00
11	210000 Excavation and Backfill for Major Structures	210000	CY	250	25.00	6,250.00	15.00	3,750.00	22.92	5,730.00
12	210005 Temporary Retaining Wall/Shoring	210005	SF	150	20.00	3,000.00	40.00	6,000.00	19.58	2,937.00
13	302000 Process Placing & Compact Ext. Pmnt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Course (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A Base Course (501-1500 SY/IN)	303015A	SY/IN	1,500	1.25	1,875.00	1.40	2,100.00	2.44	3,660.00
16	303015B Base Course (1501+ SY/IN)	303015B	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,860.00
17	403600 Open Graded Friction Course Complete (5/8")	403600	SY/IN	2,000	12.00	24,000.00	9.00	18,000.00	9.32	18,640.00
18	407000 Asphalt Mill. For Tack Coat	407000	TON	15	800.00	12,000.00	800.00	12,000.00	784.00	11,460.00
19	407001A Fog Seal for Roadway	407001A	TON	30	900.00	27,000.00	800.00	24,000.00	816.53	24,495.90
20	407001B Fog Seal for Trails	407001B	TON	30	1,000.00	30,000.00	900.00	27,000.00	926.35	27,790.50
21	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	27,000.00	942.59	28,277.70
22	411000 Hot Poured Crack Sealing	411000	LB	30,000	2.50	75,000.00	1.50	45,000.00	3.20	96,000.00
23	411100 Polymer Binder/Aggregate Blend Crack Repair (1"-6" Wide Cracks)	411100	LB	20,000	3.00	60,000.00	3.00	60,000.00	4.73	94,600.00
24	414000 Cold Milling (Asphalt) (1-10,000 SY/IN)	414000	SY/IN	10,000	1.33	13,300.00	1.30	13,000.00	2.11	21,100.00
25	414000A Cold Milling (Asphalt) (10,001-50,000 SY/IN)	414000A	SY/IN	50,000	1.33	66,500.00	1.30	65,000.00	2.01	100,500.00
26	414000B Cold Milling (Asphalt) (50,001+ SY/IN)	414000B	SY/IN	75,000	1.33	99,750.00	1.30	97,500.00	1.87	140,250.00
27	416000 Minor Pavement	416000	SY/IN	2,500	12.00	30,000.00	6.00	15,000.00	7.31	18,275.00
28	417000 Miscellaneous Paving	417000	SY/IN	2,500	10.00	25,000.00	6.00	15,000.00	10.46	26,150.00
29	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete (1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete (10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+ SY/IN)	423250B	SY	75,000	4.50	337,500.00	5.75	431,250.00	6.12	459,000.00
33	423283 HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000.00	7.00	2,800.00	7.74	3,096.00
34	423283A HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
35	423283B HMA-SP-IV Complete-6422 Oil (50,0001+ SY/IN)	423283B	SY/IN	75,000	7.00	525,000.00	5.75	431,250.00	5.64	423,000.00
36	451060 Concrete Pmnt Complete-Replace In-Kind Dowelled & Wire Mesh	451060	SY/IN	1,500	3.50	5,250.00	5.00	7,500.00	7.36	11,040.00
37	511000 Structural Concrete, Class A	511000	CY	50	600.00	30,000.00	600.00	30,000.00	439.30	21,965.00
38	511500 Concrete Patch Work (1/4" to 1/2" Thick)	511500	SF	1,500	3.50	5,250.00	3.00	4,500.00	4.06	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	SF	1,500	3.00	4,500.00	5.00	7,500.00	4.06	6,090.00
40	515000 Reinforced Concrete for Minor Structures	515000	CY	50	550.00	27,500.00	600.00	30,000.00	463.18	23,159.00
41	516000 Flowable Fill	516000	CY	50	120.00	6,000.00	95.00	4,750.00	133.70	6,685.00
42	531001* Permanent Anti-Graffiti Protective Coat	531001*	SF	2,500	1.20	3,000.00	1.50	3,750.00	1.06	2,650.00
43	540060 Reinforced Bars Grade 60	540060	LB	15,000	1.20	18,000.00	1.50	22,500.00	1.20	18,000.00
44	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	4.59	82,620.00
46	570012 12" Culvert Pipe	570012	LF	30	30.00	900.00	30.00	900.00	30.56	916.80
47	570018 18" Culvert Pipe	570018	LF	80	35.00	2,800.00	35.00	2,800.00	34.38	2,750.40
48	570024 24" Culvert Pipe	570024	LF	30	42.00	1,260.00	40.00	1,200.00	43.93	1,317.90
49	570025 24" Culvert Pipe End Section	570025	EACH	2	250.00	500.00	250.00	500.00	362.90	725.80
50	570030 30" Culvert Pipe	570030	LF	30	55.00	1,650.00	50.00	1,500.00	57.30	1,719.00
51	570031 30" Culvert Pipe End Section	570031	EACH	2	400.00	800.00	400.00	800.00	584.46	1,168.92
52	570036 36" Culvert Pipe	570036	LF	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
53	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
55	570049 48" Culvert Pipe End Section	570049	EACH	2	1,300.00	2,600.00	1,250.00	2,500.00	1,146.00	2,292.00
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,098.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
58	570437 24" Storm Drain Pipe	570437	LF	30	70.00	2,100.00	60.00	1,800.00	34.86	1,045.80
59	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	658.96
60	571000 3/8" Diamond Plate	571000	SF	50	25.00	1,250.00	20.00	1,000.00	43.74	2,187.00
61	601000 Removal of Structures and Obstructions	601000	LS	\$ 20,000.00	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	15,000.00	2.90	14,500.00
63	602000 Riprap Class A	602000	CY	75	250.00	18,750.00	250.00	18,750.00	225.00	16,875.00
64	601010 Riprap Class B	601010	CY	75	200.00	15,000.00	150.00	11,250.00	100.28	7,521.00

65	602030	Riprap Class D	CY	75	90.00	6,750.00	150.00	11,250.00	102.19	7,664.25
66	602200	Riprap Class G	CY	75	180.00	13,500.00	150.00	11,250.00	109.63	8,237.25
67	602200	Gabions	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68	603200	Silt Fence	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69	603220	Check Dam Type I	LF	80	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	Drop Inlet Protection Type 2	EACH	1	125.00	125.00	175.00	175.00	169.99	169.99
72	603261	Mulch Socks	LF	500	2.25	1,125.00	2.25	1,125.00	2.15	1,075.00
73	603280	SWPPP Plan Preparation & Maintenance	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74	606000	Metal Barrier W-Beam	LF	500	18.00	9,000.00	20.00	10,000.00	17.86	8,930.00
75	606010	Metal Barrier Thrie-Beam	LF	500	27.00	13,500.00	25.00	12,500.00	28.75	14,375.00
76	606050	Metal Barrier End-Treatment (Anchorage)	EACH	2	1,380.00	2,760.00	2,000.00	4,000.00	2,079.99	4,159.98
77	606051	End Treatment TL-3 End Terminal	EACH	2	2,300.00	4,600.00	2,500.00	5,000.00	2,434.30	4,868.60
78	606052	End Treatment TL-2 End Terminal	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	4,775.00
79	606050	End Treatment Thri-Beam End Anchorage	EACH	2	1,500.00	3,000.00	2,000.00	4,000.00	1,671.25	3,342.50
80	606499	Post and Cable Barrier	LF	500	15.00	7,500.00	15.00	7,500.00	18.15	9,075.00
81	607004	Barbed Wire Fence 4'	LF	500	2.50	1,250.00	5.00	2,500.00	6.31	3,155.00
82	607005	Barbless Wire Fence 4'	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	Pedestrian/Bicycle Railing	LF	500	42.00	21,000.00	40.00	20,000.00	63.03	31,515.00
85	607455	Chain Link Gate 8'x8'R	EACH	1	1,200.00	1,200.00	1,000.00	1,000.00	912.03	912.03
86	608004*	Concrete Sidewalk 4" (1-100 SY)	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87	608005*	Concrete Sidewalk 4" (Colored) (1-100 SY)	SY	100	54.00	5,400.00	52.50	5,250.00	59.68	5,969.00
88	608004A*	Concrete Sidewalk 4" (101-500 SY)	SY	500	45.00	22,500.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	SY	500	47.50	23,750.00	50.00	25,000.00	47.55	23,775.00
90	608004B*	Concrete Sidewalk 4" (501+SY)	SY	600	42.00	25,200.00	42.50	25,500.00	45.84	27,504.00
91	608005B*	Concrete Sidewalk 4" (Colored)(501+SY)	SY	600	40.00	24,000.00	50.00	30,000.00	50.62	30,372.00
92	608106*	Drive-Pad 6"	SY	2,000	52.00	104,000.00	67.50	135,000.00	27.94	55,880.00
93	608106A*	Drive-Pad 6" (Colored)	SY	2,000	60.00	120,000.00	73.35	146,700.00	27.94	55,880.00
94	608204*	Concrete Median Pavement 4" (Colored & Patterned)	SY	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
95	608300	Detachable Warning Plastics	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	19,300.00
98	609200*	Header Curb	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99	609200A*	Header Curb (Colored)	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100	609202*	12"-18" Tall Cut-off Wall	LF	250	22.00	5,500.00	30.00	7,500.00	13.23	3,307.50
101	609202A*	12"-18" Tall Cut-off Wall (Colored)	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	LF	500	20.00	10,000.00	25.00	12,500.00	16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF) (Colored)	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)(Colored)	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF) Colored	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	Concrete Sloped Curb & Gutter 6"x24"(251+LF)	LF	500	20.00	10,000.00	25.00	12,500.00	17.19	8,595.00
109	609324C*	Concrete Sloped Curb & Gutter 6"x24" (251+LF) Colored	LF	500	20.00	10,000.00	30.00	15,000.00	17.39	8,695.00
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Colored	LF	25	28.00	700.00	35.00	875.00	27.99	698.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored	LF	250	22.00	5,500.00	30.00	7,500.00	15.52	3,880.00
114	609418D*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
115	609418E*	Concrete Barrier Curb & Gutter 6"x18" (250+LF) Colored	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
116	609424*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
117	609424A*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) Colored	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF)	LF	250	24.00	6,000.00	25.00	6,250.00	23.83	5,957.50
119	609424C*	Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-250 LF)	LF	250	26.00	6,500.00	27.50	6,875.00	24.25	6,062.50
120	609424D*	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	LF	500	20.00	10,000.00	25.00	12,500.00	23.25	11,625.00
121	609424E*	Concrete Barrier Curb & Gutter 6"x24" (Colored) (251+LF)	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	12,375.00
122	609430*	Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	LF	30	30.00	900.00	30.00	900.00	27.70	831.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30 LF)	LF	30	32.00	960.00	35.00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	LF	250	26.00	6,500.00	30.00	7,500.00	17.67	4,417.50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31-250 LF)	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	LF	500	20.00	10,000.00	30.00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (251+LF)	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet (6" X Variable Width)	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A*	Concrete Vally Gutter & Fillet (Colored) (6" X Variable Width)	SY	500	44.00	22,000.00	75.00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (1-25 LF)	LF	25	30.00	750.00	35.00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26-250 LF)	LF	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000.00
136	621000	Mobilization	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137	623001	MDI Type I (Urban) H=3'-1" to 6'0"	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/U) H=3'1" to 6'0"	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	4,297.50
139	623311	CDI Type I/B to 4'	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501	Transverse Drop Inlet	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	EACH	1	400.00	400.00	500.00	500.00	658.95	658.95
142	632000	Class A Seeding	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143	632020	Class C Seeding	ACRE	1	5,000.00	5,000.00	6,000.00	6,000.00	3,151.50	3,151.50
144	632100	Sleep Slope Seeding	ACRE	1	15,000.00	15,000.00	11,000.00	11,000.00	5,500.00	5,500.00
145	632300	Manhole Extension	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered incidental to this pay item).	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147	662500	Manhole Frame and Cover	EACH	8	400.00	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	1,432.50
149	663850	Water Valve Adjustment	EACH	5	350.00	1,750.00	400.00	2,000.00	382.00	1,910.00
150	663855	Adjust Valve Box to Grade	EACH	3	300.00	900.00	250.00	750.00	286.50	859.50
151	667110	Mail Box Installation-Single	EACH	1	150.00	150.00	250.00	250.00	119.38	119.38
152	667209	Crusher Fines	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Ballard	EACH	50	550.00	27,500.00	150.00	315.15	315.15	15,757.50
154	667505	Lay New Brick Sidewalk	SY	500	95.00	47,500.00	125.00	62,500.00	86.91	43,455.00
155	667510	Remove and Reset Brick Sidewalk	SY	300	80.00	24,000.00	90.00	27,000.00	85.95	25,785.00
156	667515	Liter Receptacle	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	21,985.00
157	667520A	Park Bench 6'	EACH	20	800.00	16,000.00	500.00	10,000.00	1,203.30	24,066.00
158	667527B	Park Bench 8'	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	29,987.00
159	701000	Panel Signs	SF	150	16.00	2,400.00	15.00	2,250.00	17.53	2,629.50
160	701030	Remove and Reset Panel Signs	EACH	20	100.00	2,000.00	100.00	2,000.00	94.55	1,891.00
161	701100	Steel/Base Post for Aluminum Signs (Maroon U-Channel, Black w/ Breakable Base)	LF	250	11.00	2,750.00	10.00	2,500.00	9.60	2,400.00
162	702810	Traffic Control Management (Major)	DAY	1	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	DAY	1	450.00	450.00	400.00	400.00	620.75	620.75
164	702110	Portable Changeable Message Sign	DAY	1	450.00	450.00	125.00	125.00	1,432.50	1,432.50
165	702600	Sequential Arrow Board Display	DAY	1	190.00	190.00	100.00	100.00	955.00	955.00
166	703300	Reflective Barrier Delineator	EACH	10	60.00	600.00	25.00	250.00	16.24	162.40
167	704000	Retroreflectorized Painted Markings 4" Layout Inclusive	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910.00
168	704004	Retroreflectorized Painted Markings 12" Layout Inclusive	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,467.50
169	704754	Retroreflective Preformed Patterned Pvmnt Stripe 4"-380 IES 3M Tape	LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
170	704762	Retroreflective Preformed Patterned Pvmnt Stripe 12"-380 IES 3M Tape	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
171	704765	Retroreflective Preformed Patterned Pvmnt Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmnt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmnt Mark Right Arrow -380 IES 3M Tape	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmnt Mark Left Arrow - 380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pvmnt Mark Thru Arrow - 380 IES 3M Tape	704769	EACH	5	450.00	2,250.00	200.00	1,000.00	458.40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvmnt Mark Word (ONLY) - 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600.00	401.10	1,203.30
177	704771	Retroreflective Preformed Patterned Pvmnt Mark Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200.00	1,000.00	382.00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmnt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retroreflective Preformed Patterned Pvmnt Mark Word (PED) - 380 IES 3M Tape	704775	EACH	5	550.00	2,750.00	200.00	1,000.00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmnt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200.00	1,000.00	358.13	1,790.65
181	704784	Retroreflective Preformed Patterned Pvmnt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape	704784	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
182	704870	Temporary Reflective Raised Pavement Marker	704870	EACH	50	3.50	175.00	7.00	350.00	2.87	143.50
183	709010	Rigid Electrical Conduit 1" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709010	LF	1,000	4.00	4,000.00	6.60	6,600.00	13.37	13,370.00
184	709020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709020	LF	1,000	8.00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	709030	Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709030	LF	1,000	12.00	12,000.00	10.70	10,700.00	14.81	14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710000	EACH	2	500.00	1,000.00	800.00	1,600.00	513.79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
189	713030	6x6 Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT	713030	EACH	50	700.00	35,000.00	700.00	35,000.00	382.00	19,100.00
190	713031	6x30 Quadropole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	713032	6x40 Quadropole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	713032	EACH	50	1,290.00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadropole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh. Impact Attenu. Unit Work Zones	720060	EACH	5	1,650.00	8,250.00	3,000.00	15,000.00	1,071.25	5,356.25
194	721000	Removal of Pavement Strips (Water Blasting)	721000	LF	200	5.00	1,000.00	2.50	500.00	2.39	478.00
195	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.69	748.72
196	801000	Construction Staking by Contractor	801000	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00
197	901012	Testing Allowance	901012	ALLOWANCE	\$ 25,000.00	1.00	25,000.00	1.00	25,000.00	1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500.00	10,000.00	477.50	9,500.00
199	667501	Parking Bumpers	667501	EACH	20	100.00	2,000.00	100.00	2,000.00	66.85	1,337.00
200	65400	Landscape Complete	65400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

3,817,465.00
 3,987,065.00
 322,081.73
 327,971.11
 4,215,036.11
 4,296,633.73

NMGR
 TOTAL

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE ON-CALL CONSTRUCTION AGREEMENT
ITEM #19-0031**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE ON-CALL CONSTRUCTION AGREEMENT, dated January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC. (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 City with On Call Roadway and Trails Construction Services

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by one hundred twenty thousand dollars (\$120,000), excluding gross receipts tax follows:

Fiscal Year 2018-2019, thirty thousand dollars, (\$30,000), excluding applicable gross receipts taxes.

Fiscal Year 2019-2020, sixty thousand dollars (\$60,000), excluding applicable gross receipts taxes.

Fiscal Year 2020-2021, thirty thousand dollars, (\$30,000), excluding applicable gross receipts taxes.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million one hundred twenty thousand dollars (\$4,120,000), excluding applicable gross receipts taxes.

2. AGREEMENT IN FULL FORCE.

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


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

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 5/9/19


CONTRACTOR:
GM Emulsion


NAME & TITLE

DATE: 4/18/19

CRS #:03181502002
Business Registration #:

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/8/2019

APPROVED AS TO FORM:

 3/25
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

**CITY OF SANTA FE
AMENDMENT No. 2 TO
THE ON-CALL CONSTRUCTION AGREEMENT
ITEM#19-0031**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT (#19-0031), date January 9, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsion, LLC (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 City with On Call Roadway and Trails Construction Services.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Agreement is amended to increase the total amount of compensation for services through the term by eight million dollars and no cents (\$8,000,000), excluding applicable gross receipts taxes.

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed twelve million one hundred twenty thousand dollars and no cents (\$12,120,000), excluding applicable gross receipts taxes.

2. TERM

Article 5 of the Agreement is hereby amended to read in its entirety as follows:

This Agreement shall terminate on January 9, 2023, unless sooner pursuant to Article 7 below.

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. 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: 3/3/2020

CONTRACTOR:

GM Emulsion, LLC.


Michelle M. Martinez, President

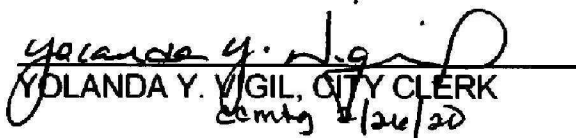
Date: 3/4/2020

NM Taxation & Revenue

ATTEST:

CRS # 03181502002

Registration# 19-00110289


YOLANDA Y. VIGIL, CITY CLERK
emtg 3/26/20

CITY ATTORNEY'S OFFICE:


SENIOR ASSISTANT CITY ATTORNEY
Date: 1/29/20

APPROVED:


MARY MCCOY, FINANCE DIRECTOR
Date: 3/2/20

various
Organization/Object

Signature: *Michael Moya*

Email: mrmoya@santafenm.gov












GM packet docs

Final Audit Report

2020-12-07


Created:	2020-12-04
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_zG6PIWuXmN29xblngmU3PQ4IIZPV5PR

"GM packet docs" History


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-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-12-07 - 5:50:49 PM GMT

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2020-12-07 - 6:44:50 PM GMT- IP address: 174.237.137.124

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Signature Date: 2020-12-07 - 6:45:37 PM GMT - Time Source: server- IP address: 174.237.137.124

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2020-12-07 - 6:45:39 PM GMT

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2020-12-07 - 6:56:58 PM GMT- IP address: 104.47.65.254

 Document e-signed by AJH (ajhopkins@santafenm.gov)

Signature Date: 2020-12-07 - 6:58:36 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-12-07 - 6:58:36 PM GMT






GM #3 packet docs

Final Audit Report

2020-12-07

Created:	2020-12-07
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA-w8P-hOqI0gOQUsvL2iGuqFkl-PLJkk

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2020-12-07 - 7:41:13 PM GMT
-  Email viewed by Michelle Martinez (michelle@gmemulsion.com)
2020-12-07 - 8:30:56 PM GMT- IP address: 73.26.162.22
-  Document e-signed by Michelle Martinez (michelle@gmemulsion.com)
Signature Date: 2020-12-07 - 8:31:42 PM GMT - Time Source: server- IP address: 73.26.162.22
-  Agreement completed.
2020-12-07 - 8:31:42 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			

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, kmihelcic@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, kmihelcic@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
<p>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)</p> <p>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</p>
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		

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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

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

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

5 **Section 1. NAME:** the committee shall be known as the Culture, History, Art,
6 Reconciliation and Truth Committee or “CHART Committee”.

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

12 **Section 3. DUTIES AND RESPONSIBILITIES:**

- 13 A. Convene, compile, and review initial community listening sessions, facilitated by
14 one or more professionals trained in cultural competency to inform the CHART
15 Committee’s discussions and recommendations of ways the City of Santa Fe and
16 the greater Santa Fe community can join together for a culture of equality, equity,
17 and common understanding;
- 18 B. Gather options and draft guidelines for existing statues, remembrances, and
19 monuments;
- 20 C. Examine existing statues, remembrances, and monuments to develop a shared
21 history and provide historical context;
- 22 D. Propose guidelines and make recommendations for monuments, remembrances, or
23 works of art for the Santa Fe Plaza;
- 24 E. Identify opportunities for possible new monuments, remembrances, and works of
25 public art;

- 1 F. Recommend an inclusive historical narrative that reflects the diverse experiences
2 of the community;
- 3 G. Articulate ways in which the people of the City of Santa Fe, past and present, can
4 find common ground about shared histories and, most importantly, look forward
5 to a more humane and compassionate community with full participation by and
6 from all;
- 7 H. Steward the storytelling of the City’s residents’ histories that will be documented,
8 stored, and available to future generations, and that will reflect the experiences and
9 multiplicity of the shared history;
- 10 I. Recognize that the work in healing our community will not be complete with the
11 conclusion of the duties of the CHART Committee; therefore, the Committee is
12 urged to identify and recommend ongoing opportunities for institutional and policy
13 reforms, new celebrations, social practice and partnerships;
- 14 J. Provide regular, monthly written updates to the Governing Body regarding the
15 Committee’s progress towards completion of its duties and responsibilities,
16 including, but not limited to, the availability of histories the Committee compiles
17 and the recommendations the Committee makes;
- 18 K. Provide a final written report, including a compilation of collected histories and
19 the CHART Committee’s interim recommendations and findings.

20 **Section 4. MEMBERSHIP; OFFICERS; TERMS:**

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

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

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

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

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

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

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

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

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

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

18 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.

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22 ALAN WEBBER, MAYOR
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1 APPROVED AS TO FORM:

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4 ERIN K. McSHERRY, CITY ATTORNEY

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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:	CBJCHBCAABAAb718ImzZeAsqJ7hSLL_bdYFzrHQ0IWsw

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

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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
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2020-10-21 - 7:10:48 PM GMT

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

SUBSTITUTE

1 outcomes and objectives.

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

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

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

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

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

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

19 Round One will focus on personal identity and stories;

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

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

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

SUBSTITUTE

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

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

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

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

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

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

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

SUBSTITUTE

1 ATTEST:

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4 YOLANDA Y. VIGIL, CITY CLERK

5 APPROVED AS TO FORM:

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8 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2020/Resolutions/Culture and Reconciliation (Substitute)*

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

Mayor and Members of the City Council:

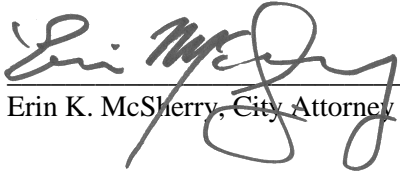
I propose the following amendment(s) to Resolution No. 2021-__:

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

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 projects 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/	\$276,000	\$ _____	\$ _____		_____	_____	
Professional Services	_____						
Operating	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
Total:	\$276,000	\$ _____	\$ _____				\$276,000

* 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:

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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

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

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

6 **Section 1. NAME:** the committee shall be known as the Culture, History, Art,
7 Reconciliation and Truth Committee or “CHART Committee”.

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

13 **Section 3. DUTIES AND RESPONSIBILITIES:**

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

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

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

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

- 1 E. ~~[Propose guidelines and make recommendations for monuments, remembrances,~~
2 ~~or works of art for the Santa Fe Plaza;]~~
- 3 F. Identify opportunities for possible new monuments, remembrances, and works of
4 public art;
- 5 G. Recommend an inclusive historical narrative that reflects the diverse experiences
6 of the community;
- 7 H. Articulate ways in which the people of the City of Santa Fe, past and present, can
8 find common ground about shared histories and, most importantly, look forward
9 to a more ~~[humane and]~~ compassionate community with full participation by and
10 from all with a better understanding about the cultural legacies of our community;
- 11 I. Steward the storytelling of the City’s residents’ histories that will be documented,
12 stored, and available to future generations, and that will reflect the experiences and
13 multiplicity of ~~[the] our~~ shared history and heritage;
- 14 J. Recognize that the work in healing our community will not be complete with the
15 conclusion of the duties of the CHART Committee; therefore, the Committee is
16 urged to identify and recommend ongoing opportunities for institutional and policy
17 reforms, new celebrations, social practice and partnerships;
- 18 K. Provide ~~[regular] at a minimum,~~ monthly written updates and public presentations
19 every other month to the Governing Body regarding the Committee’s progress
20 towards completion of its duties and responsibilities, including, but not limited to,
21 the availability of histories the Committee compiles and the recommendations the
22 Committee makes;
- 23 L. Provide a final written report, including a compilation of collected histories and
24 the CHART Committee’s interim recommendations and findings.

25 **Section 4. MEMBERSHIP; OFFICERS; TERMS:**

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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~~

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

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

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

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

1 Mayor's Youth Advisory Board;

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

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

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

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

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

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

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

17 **Section 6. MEETINGS; DURATION:** The CHART Committee is urged to
18 complete its duties, in a phased approach, with all work to be completed by the end of December,
19 2022. The Committee shall conduct all meetings in accordance with adopted City policies and
20 procedures, including the use of *Robert's Rules of Order* ~~[in conducting its meetings when no other]~~
21 unless another convention ~~[has been]~~ is adopted. The Committee shall set its own meetings, but
22 shall meet not less than once per month.

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

25 **Section 7. FACILITATION RESOURCES:** The Governing Body shall

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

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

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ALAN WEBBER, MAYOR

8 ATTEST:

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YOLANDA Y. VIGIL, CITY CLERK

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APPROVED AS TO FORM:

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ERIN K. McSHERRY, CITY ATTORNEY

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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






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 (ekmcsberry@santafenm.gov) for signature
2020-10-27 - 9:40:16 PM GMT
-  Email viewed by Erin McSherry (ekmcsberry@santafenm.gov)
2020-10-28 - 0:36:25 AM GMT- IP address: 174.62.11.171
-  Document e-signed by Erin McSherry (ekmcsberry@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

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
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-10-28 - 3:48:30 PM GMT
-  Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
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
-  Agreement completed.
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






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-POwIQYU_vTU23

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

-  Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-10-30 - 9:14:08 PM GMT- IP address: 75.161.147.182
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
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)
Signature Date: 2020-11-02 - 6:19:03 PM GMT - Time Source: server- IP address: 174.62.11.171
-  Agreement completed.
2020-11-02 - 6:19:03 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:

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. On page 4, line 15 after “experience” *insert* “with an emphasis on New Mexico history”
9. On 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. On 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

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Yolanda Y. Vigil, City Clerk

* **Underlined material 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

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” *insert* “, 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:

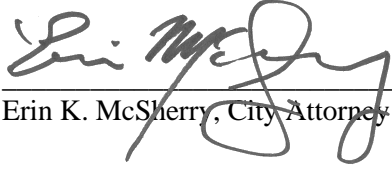
We propose the following amendment(s) to Resolution No. 2020-__:

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

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Yolanda Y. Vigil, City Clerk

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:  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
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ 150,000	\$ 150,000	\$ 0	Y	NR	TBD	
<u>Professional Services</u>		_____					
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
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:	CBJCHBCAABAAvcAw4Alwftly8r8DszRJYMtYtZqW58cC

"Culture and Reconciliation Committee (FIR)(For Signature)" History

-  Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
2020-10-26 - 4:29:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Erin McSherry (ekmcsberry@santafenm.gov) for signature
2020-10-26 - 4:30:42 PM GMT
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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

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 insure 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