



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 19, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

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

To attend the meeting via Zoom: Visit: <https://santafenm-gov.zoom.us/j/96787831726?pwd=aTI3KzNGNnU2MHZUbEdQdVhGcIN2QT09> on a PC, tablet or phone.

Passcode: 244051

To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: (346) 248-7799 or (669) 900-6833

Webinar ID: 967 8783 1726

Passcode: 244051

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

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



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 19, 2021
5:00 PM
ATTEND VIRTUALLY

- a. Regular Finance Committee – January 12, 2021

6. PRESENTATION

- a. Staff Recognition
- b. Midtown Finance Update (Mary Mccoy, Finance Director, 505.955.6171, mtmccoy@santafenm.gov, Bradley Fluetsch, Financial Planning and Reporting Officer, 505.955.6885, bjfluetsch@santafenm.gov)

7. ACTION ITEMS: CONSENT

- a. 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

- b. Request for Approval of Amendment No. 3 in the amount of \$570,000 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

- 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)

Committee Review:

Public Works and Utilities Committee: 01/11/21

Finance Committee: 01/19/21



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 19, 2021
5:00 PM
ATTEND VIRTUALLY

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 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

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

- 1) Request for Approval of Budget Amendment Resolution

Committee Review:

Public Works and Utilities Committee: 12/14/20

Finance Committee: 1/19/21

Governing Body: 1/27/21

- g. 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



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 19, 2021
5:00 PM
ATTEND VIRTUALLY

\$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: 01/19/2021

Governing Body: 01/27/2021

- h. Consideration of Bill No. 2021-__: An Ordinance Relating to the City of Santa Fe Uniform Traffic Ordinance (“UTO”); Amending Various Sections to Insert a Clause Stating that a Person who Violates a Provision of the Particular Section is Guilty of a Penalty Assessment Misdemeanor; Creating a New Subsection 12-6-12.2A to Establish a Charge for Driving While Intoxicated with a Minor in the Vehicle; Amending Subsection 12-6-12.6 to Remove References to Driving When Privilege to do so Has Been Revoked; Creating a New Subsection 12-6-12.6A to Establish a Charge for Driving While License is Administratively Suspended; Creating a New Subsection 1-6-12.6B to Establish a Charge for Driving When the Privilege to do so Has Been Revoked; Amending Subsection 12-6-13.11 to Establish a Fine for Littering; Amending Subsection 12-10-4.1 to Permit the Use of a Portable Electronic Device to Show Proof of Insurance; Amending Schedule A of the UTO to Add the Fines Associated with the Addition of the Penalty Assessment Misdemeanor Provisions; and Amending Section 24-1.1 SFCC 1987 to Add the UTO as an Exhibit A to the end of Chapter 24, SFCC 1987. (Councilor Rivera) (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

Committee Review:

Finance Committee: 1/19/21

Quality of Life Committee: 1/20/21

Governing Body (request to publish): 1/27/21

Governing Body (public hearing): 2/24/21

- i. Consideration of Resolution No. 2020-__: A Resolution Re-Establishing the Bicycle and Trail Advisory Committee. (Councilors Garcia and Vigil-Coppler) (Romella Glorioso-Moss, Projects Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

Finance Committee: 1/19/21



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 19, 2021
5:00 PM
ATTEND VIRTUALLY

Quality of Life Committee: 1/20/21
Governing Body: 1/27/21

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: February 01 2021**
12. **ADJOURN**

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



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 12, 2021
5:00 PM

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

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

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

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

Members Present:

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

Members Excused:

Others Attending:



City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 12, 2021
5:00 PM

Jesse Guillen, Legislative Liaison
Fran Dunaway, Chief Procurement Officer
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Kyle Mason, Attendee
Kristine Mihelcic, Attendee
Ben Valdez, Attendee
Alexis Lotero, Attendee

3. APPROVAL OF AGENDA

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

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

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

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the as amended. Items e, j and i pulled for discussion.

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

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

Against: None



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 12, 2021
5:00 PM

Abstain: None

5. APPROVAL OF MINUTES

- a. Regular Finance Committee – November 30, 2020

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

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

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

Against: None

Abstain: None

6. 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: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the resolution as presented.

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



MINUTES

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

Against: None

Abstain: None

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

COMMITTEE REVIEW:

Public Works and Utilities Committee: 12/14/2020

Finance Committee: 01/04/2021

Governing Body: 01/13/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the contract as presented.

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

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

Against: None

Abstain: None

- c. 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



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 12, 2021
5:00 PM

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

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the resolution as presented.

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

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

Against: None

Abstain: None

- d. Request for Approval of Amendment No. 1 to Professional Services Agreement Item No. 18-0282 which includes a name change and a compensation increase in the amount of \$110,000 for the sale of new and re-tread tires and services, through December 30, 2021 with Bill Williams Tire Center for the Environmental Services Division. (Lawrence Garcia, ESD Maintenance Manager, 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: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the contract amendment as presented.

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

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

Against: None



MINUTES

Abstain: None

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

COMMITTEE REVIEW:

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

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

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

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

Against: None

Abstain: None

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

Committee Review:

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



MINUTES

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the contract amendment as presented.

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

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

Against: None

Abstain: None

- g. 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

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the contract as presented.

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

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

Against: None

Abstain: None

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



MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 12, 2021
5:00 PM

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

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

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

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

Against: None

Abstain: None

Written Comment from Ronald Trujillo, President Caballeros DeVargas, read into record.

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

COMMITTEE REVIEW:

Finance Committee: 1/12/21

Quality of Life Committee: 1/20/21



City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 12, 2021
5:00 PM

MOTION: Councilor Lindell moved, seconded by Councilor Abeyta, to approve the contract as presented on discussion.

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

For: Councilor Abeyta, Councilor Lindell

Against: Councilor Villarreal, Councilor Romero-Wirth, Councilor Cassutt-Sanchez

Abstain: None

7. **MATTERS FROM STAFF**

8. **MATTERS FROM THE COMMITTEE**

9. **MATTERS FROM THE CHAIR**

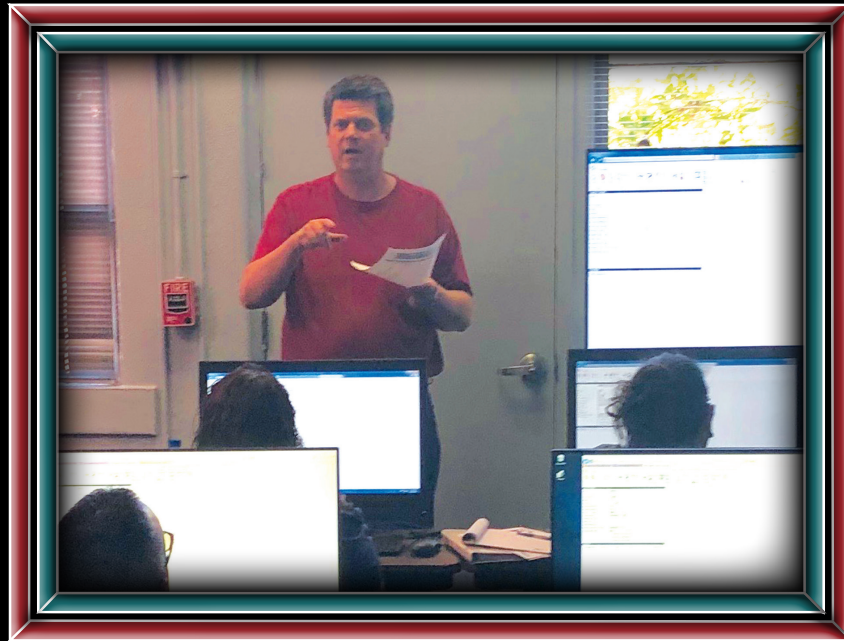
a. Discussion of 2021 Finance Committee related initiatives.

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

11. **ADJOURN**

Liaison

Chair



**Finance Department Staff Recognition
Andy Hopkins, Senior Budget Officer**

We would like to recognize an employee who exhibits exemplary work ethic, a strong dedication and commitment to the Finance Department and to the City of Santa Fe.

In his role in the Budget Division, Andy Hopkins goes above and beyond in his duties for the City and to ensure the financial health of the City the budget team revised the FY21 budget 3 times within 6 months to deal with the economic impact of the global public health pandemic.

Additionally, Andy's organization, dedication to help other employees throughout the City and efforts to provide a high level of customer service every day is appreciated by many throughout the City.

Additionally, Andy has taken the initiative to provide guidance, support and review financial activities and transactions for the CARES Act monies.

Andy approaches each assignment in a professional, thoughtful and respectful way that earns respect throughout the City. Andy started his career with the City of Santa Fe in 2001.



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

-  Document created by Jesse Roach (jdroach@santafenm.gov)
2020-12-15 - 11:19:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-12-15 - 11:24:13 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-12-15 - 11:42:00 PM GMT- IP address: 174.237.140.31
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-12-16 - 4:27:42 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-12-16 - 4:27:42 PM GMT

**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
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtRKE9Yvc_ow7ecaHsq2bVXhW0NWaqahu

"2021 0079 PW AG - BDD Shared Pool Agreement.12.18.2020" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-05 - 6:07:17 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-05 - 6:08:21 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-05 - 6:08:40 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-05 - 6:11:25 PM GMT - Time Source: server- IP address: 174.56.49.116
-  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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/11/2021

ISSUE NO. 8B

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler. Unanimously approved to forward to 01/19/2021 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:



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



City of Santa Fe, New Mexico

memo

DATE: 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>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Rep. Maint Grounds & Roads	5050386	520200		184,344	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}

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

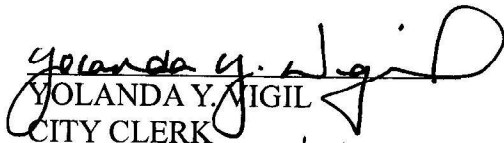

NAME AND TITLE

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 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 1	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	26.75	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	9,550.00
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

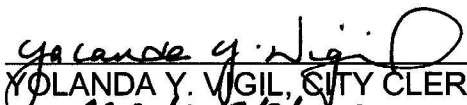
CONTRACTOR:

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.

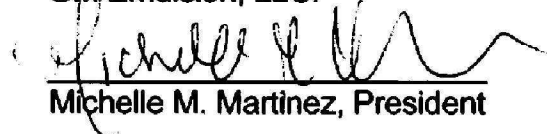
CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 3/3/2020

CONTRACTOR:

GM Emulsion, LLC.


Michelle M. Martinez, President

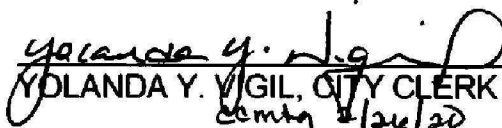
Date: 3/4/2020

NM Taxation & Revenue

ATTEST:

CRS # 03181502002

Registration# 19-00110289


YOLANDA Y. VIGIL, CITY CLERK
coming 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)
2020-12-04 - 5:41:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to Randy Lopez (rjlopez@santafenm.gov) for signature
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
2020-12-05 - 7:12:05 PM GMT
-  Email viewed by Michael Moya (mrmoya@santafenm.gov)
2020-12-07 - 5:18:04 PM GMT- IP address: 104.47.64.254
-  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
2020-12-07 - 5:20:26 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-12-07 - 5:50:27 PM GMT- IP address: 104.47.64.254
-  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
2020-12-07 - 5:50:49 PM GMT

 Email viewed by Shannon Jones (swjones@santafenm.gov)


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

 Document e-signed by Shannon Jones (swjones@santafenm.gov)

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

 Document emailed to AJH (ajhopkins@santafenm.gov) for signature

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

 Email viewed by AJH (ajhopkins@santafenm.gov)

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

"GM #3 packet docs" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-12-07 - 7:40:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michelle Martinez (michelle@gmemulsion.com) for signature
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
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/11/2021

ISSUE NO. 8E

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Unanimously approved to forward to 01/19/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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



City of Santa Fe, New Mexico

Memorandum



DATE: 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 #:


 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

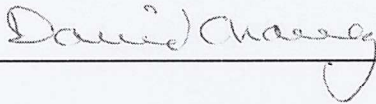
David Chavez

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
2020-12-10 - 9:02:20 PM GMT
-  Email viewed by Michael Dozier (mldozier@santafenm.gov)
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
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-12-10 - 9:13:01 PM GMT- IP address: 174.28.176.190
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-12-10 - 9:13:26 PM GMT - Time Source: server- IP address: 174.28.176.190
-  Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2020-12-10 - 9:13:30 PM GMT
-  Email viewed by AJH (ajhopkins@santafenm.gov)
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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/11/2021

ISSUSE NO. 8C

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)

Committee Review:
 Public Works and Utilities Committee: 01/11/21
 Finance Committee: 01/19/21
 Governing Body: 01/27/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/19/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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



City of Santa Fe, New Mexico

Memorandum



DATE: 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: <i>(use additional page if needed)</i> --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		
<i>Proposal Valid for 30 Days</i>		SUBTOTAL	80,859.85
		TAX	
		FREIGHT	
			\$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

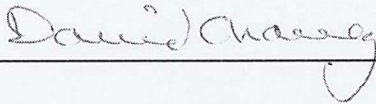
David Chavez

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
-  Email viewed by Michael Dozier (mldozier@santafenm.gov)
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
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-12-10 - 9:13:01 PM GMT- IP address: 174.28.176.190
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-12-10 - 9:13:26 PM GMT - Time Source: server- IP address: 174.28.176.190
-  Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2020-12-10 - 9:13:30 PM GMT
-  Email viewed by AJH (ajhopkins@santafenm.gov)
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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/11/2021

ISSUE NO. 8D

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: 01/27/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/19/2021 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:



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



City of Santa Fe, New Mexico

memo

DATE: 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					DATE	
PUD/Water					12/3/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Rep. Maint Grounds & Roads	5050386	520200		184,344		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
JUSTIFICATION: <i>(use additional page if needed)</i> --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.

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

Maya Martinez 12/3/2020
 Prepared By {print name} Date


 Division Director Signature {optional} Date


 Shannon Jones (Dec 7, 2020 11:45 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 #:


 AJH (Dec 7, 2020 11:58 MST)

Budget Officer Date

Finance Director {≤ \$5,000} Date

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 Lotero (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

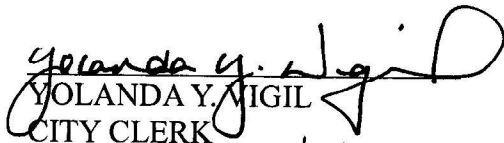

NAME AND TITLE

DATE: 1/3/2019

CRS# 03181502002

Registration # 18-00110289

ATTEST:


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

APPROVED AS TO FORM:


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/IN	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 1	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 Pymt 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 Pymt 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 Pymt 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 Pymt 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 Pymt 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
 322,081.73
 4,139,346.73

3,987,065.00
 327,971.11
 4,215,036.11

NMGR
 TOTAL
 3,962,313.53
 354,320.20
 4,296,633.73

**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

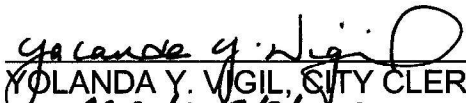
CONTRACTOR:
GM Emulsion


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.

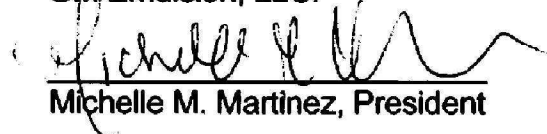
CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: 3/3/2020

CONTRACTOR:

GM Emulsion, LLC.


Michelle M. Martinez, President

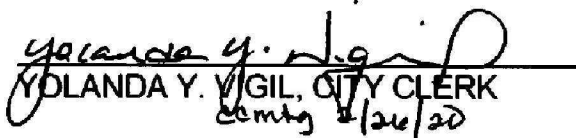
Date: 3/4/2020

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)
2020-12-04 - 5:41:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to Randy Lopez (rjlopez@santafenm.gov) for signature
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
2020-12-05 - 7:12:05 PM GMT
-  Email viewed by Michael Moya (mrmoya@santafenm.gov)
2020-12-07 - 5:18:04 PM GMT- IP address: 104.47.64.254
-  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
2020-12-07 - 5:20:26 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-12-07 - 5:50:27 PM GMT- IP address: 104.47.64.254
-  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
2020-12-07 - 5:50:49 PM GMT

 Email viewed by Shannon Jones (swjones@santafenm.gov)


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

 Document e-signed by Shannon Jones (swjones@santafenm.gov)

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

 Document emailed to AJH (ajhopkins@santafenm.gov) for signature

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

 Email viewed by AJH (ajhopkins@santafenm.gov)

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

"GM #3 packet docs" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-12-07 - 7:40:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michelle Martinez (michelle@gmemulsion.com) for signature
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
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/11/2021
ISSUE NO. 8F
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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/19/2021 Finance Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe New Mexico

Memo

Date: October 17, 2020

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

Via: Shannon Jones, Utility Department Director  SJ

From: Nancy Jimenez, Utility Billing Division Director  NLJ

Re: BAR and Amendment #3 for Mountain River Consulting

Background/Summary:

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

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

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

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

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

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

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

Requested Action:

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

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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

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

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

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

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

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

ITEM# _____
Munis # 3200094

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

.RECITALS

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

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

1. COMPENSATION.

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

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

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

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

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

FINANCE DIRECTOR

5110351.510340

Object/Org AL
AL

CONTRACTOR:

Mountain River Consulting, Inc.

David W Barnes

NAME

Owner

TITLE

Date: 10/29/2020

NM Taxation & Revenue

CRS # 02-966879-00-4

City of Santa Fe Business

Registration# 98444






2020 10 21 Amendment#3 Mountain River

Final Audit Report

2020-10-21

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

"2020 10 21 Amendment#3 Mountain River" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-10-21 - 2:10:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-10-21 - 2:10:40 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-10-21 - 2:14:47 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-10-21 - 2:16:16 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.
2020-10-21 - 2:16:16 PM GMT



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200094

Contractor: Mountain River

Description: Database development, training, support services.

Contract Agreement Lease / Rent Amendment

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

Approved by Council Date: 5/20/16

Contract / Lease:

Amendment # 3 to the Original Contract / Lease # 180910

Increase/(Decrease) Amount \$ 350000

Extend Termination Date to: na

Approved by Council Date: Pending

Amendment is for: Additional funding for FY2021

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

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

3. Procurement History: 18/43/P

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

Purchasing Officer Review: _____

Comment & Exceptions: _____

4. Funding Source: Utility Billing Enterprise Fund

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

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

Budget Officer Approval: _____

Comment & Exceptions: _____

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Mountain River Consulting Inc.

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

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

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

Department Requesting Utilities _____ Staff Name Nancy Jimenez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

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

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

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

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



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

BUSINESS REGISTRATION

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

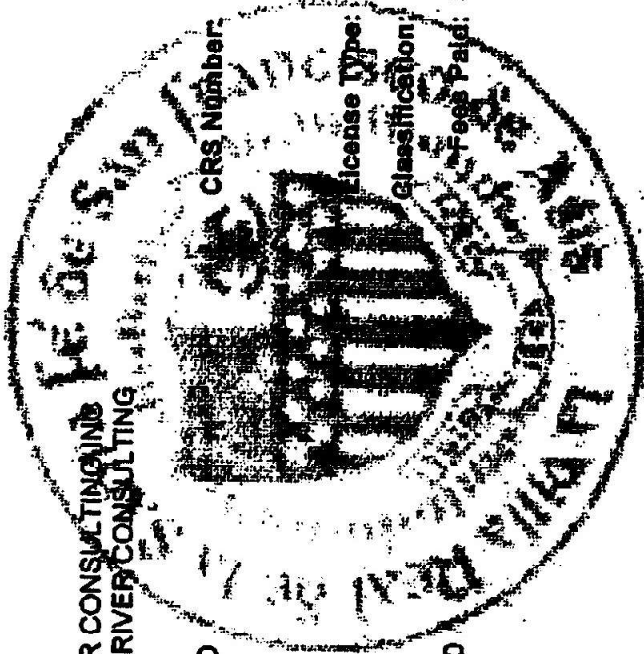
Business Location: 2651 SIRINGO RD
 RIRE, ID 83443

Owner: DAVID BARNES

License Number: 98444

Issued Date: March 07, 2020

Expiration Date: December 31, 2020



CRS Number: 02966879004

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

MOUNTAIN RIVER CONSULTING INC
 PO BOX 808
 RIRE, ID 83443

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE
 PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

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

A. Functional Areas:

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

Table 03: Functional Areas

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

B. Data Transfer Process:

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

C. Support and Maintenance:

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

D. Systems Integration:

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

E. Data Back-up and Restore:

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

F. Reports:

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

G. Computer System Environment:

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

H. Application Design:

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

I. Data Processes:

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

J. Security Authorization:

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

K. Technical Support:

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

L. Disaster Recovery:

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

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

M. Security:

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

N. City Staffing and Management:

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

O. Vendor Staffing and Management:

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

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

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

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

P. Current City Applications Environment:

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

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

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

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

Q. Training and Documentation

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

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

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

11. RELEASE

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

12. INSURANCE

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

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

compliance with such requirement.

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

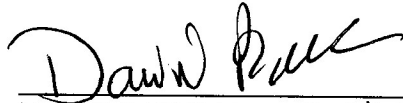
Contractor:
David Barnes
Mountain River Consulting, Inc.
P.O. Box 606
Ririe, ID 83443

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

CITY OF SANTA FE:

CONTRACTOR:
Mountain River Consulting, Inc.

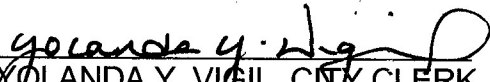

ALAN WEBBER, MAYOR


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

DATE: _____

ATTEST:

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


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

 *6/29/18*
CITY ATTORNEY

APPROVED:


FINANCE DIRECTOR 

52201
Business Unit Line Item



Price Proposal

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

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

Schedule of Consulting Fees and Reimbursable Expenses

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

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

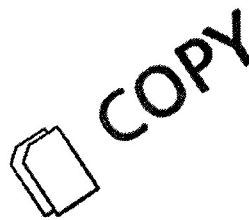
- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently \$64.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

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

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

Sincerely,

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



Accepted by: City Of Santa Fe, NM.

Signature

Date

Printed Name & Title

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

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

. RECITALS

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

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

1. COMPENSATION.

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

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

2. TERM.

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

that Article 5 reads in its entirety as follows:

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

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:

Mountain River Consulting, Inc.


ALAN WEBBER, MAYOR

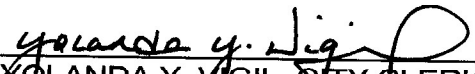
Date: 5/31/19



NAME & TITLE
DAVID Barnes - owner

Date: 4.26.2019

ATTEST:


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

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY 4/17

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52201.530710
Business Unit/Line Item

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

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

.RECITALS

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

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

1. **SCOPE OF SERVICES:**

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

2. **COMPENSATION.**

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

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

3. **TERM.**

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

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

4. AGREEMENT IN FULL FORCE.

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

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

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

CITY OF SANTA FE:

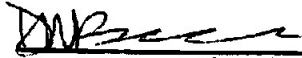


ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

MOUNTAIN RIVER CONSULTING



NAME DAVID BARRIOS

President

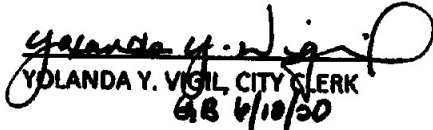
TITLE

DATE: 6-16-20

CRS#02-966879-00-4

BRN# _____

ATTEST:



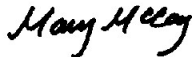
YOLANDA Y. VIGIL, CITY CLERK
6/8 6/10/20

CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

5110351.530710

Business Unit/Line Item

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

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

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

City of Santa Fe, New Mexico

Memo

Date: June 1, 2020

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

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

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

Re: Amendment #2 for Mountain River Consulting

Background/Summary:

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

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

Requested Action:

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



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

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Mountain River Consulting

3 Complete information requested

Plus GRT

Inclusive of GRT

Original Contract Amount: \$280,000.00

Termination Date: June 30, 2019

Approved by Council Date: _____

or by City Manager Date: May 20, 2018

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

Amendment # 2 to the Original Contract# 18-0910

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

Extend Termination Date to: June 30, 2021

Approved by Council

or by City Manager Date: _____

Amendment is for: Extend Term

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

Plus GRT

Inclusive of GRT

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

Reason: database development, training, support services

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

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

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

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

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

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



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

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

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

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

 Purchasing Officer Review

Comments or Exceptions: _____

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

Alapia Lotano
 Budget Officer Approval

Comments or Exceptions: _____

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

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

9 Staff Contact who completed this form: Maya Martinez

Phone # 4271

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
 Forward to Finance Director for review/signature
 Return to originating Department for Committee(s) review or forward to City Manager for review
 and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Signature: [Signature]
Print Name: CPD 5/16/2018

Email: fadunaway@santafenm.gov



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Mountain River Consulting Inc.

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

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

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

Department Requesting Utilities Staff Name Nancy Jimenez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

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

Juan Duran Purchasing Officer (attesting that all information is reviewed) CPD Title 4/29/20 Date

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

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



General Information

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

Financial Information

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

Expenditure Information

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


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

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

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

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

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

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

Signature: 
Email: mtmccoy@santafenm.gov



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

BUSINESS REGISTRATION

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

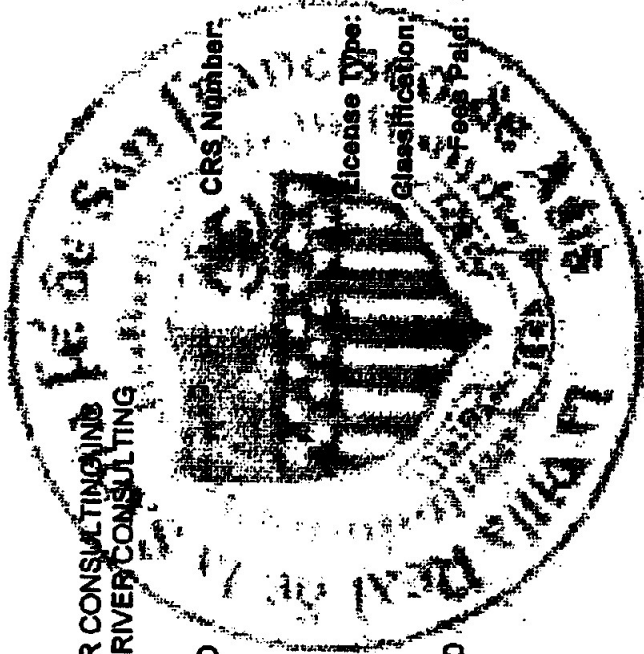
Business Location: 2651 SIRINGO RD
RIRE, ID 83443

Owner: DAVID BARNES

License Number: 98444

Issued Date: March 07, 2020

Expiration Date: December 31, 2020



CRS Number: 02966879004

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

MOUNTAIN RIVER CONSULTING INC
PO BOX 606
RIRE, ID 83443

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Alpine Insurance Agency 1601 Antler Drive Idaho Falls, ID 83404	CONTACT NAME LuAnn Fleurde
	PHONE NO. (Ext.) 208222223 FAX NO. (Ext.) 208242282
INSURED Mountain River Consulting, Inc. PO Box 606 Ririe, ID 83443	INSURER A: The Hartford NAIC # 18882
	INSURER B: Continental Mechanical Insurance Company Auto P 11770
	INSURER C: The Hartford 29469
	INSURER D: Philadelphia Indemnity Insurance Company

COVERAGES CERTIFICATE NUMBER: 60002173-63891 REVISION NUMBER: 28

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	SUBS. (Y/N)	INS. (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> LOC OTHER:	Y	N	348BAH4498	02/28/2020	02/28/2021	EACH OCCURRENCE \$ 1,000,000 (COVERS TO HURT) \$ 250,000 MED EXP (per occ/ann) \$ 10,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	N	03624138-6	02/28/2020	02/28/2021	COVERED BIABLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE MED. X. RETENTION \$ 10,000	Y	N	348BAB4498	02/28/2020	02/28/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY (EMPLOYER/EMPLOYEE) EXCLUSIVE (Must comply in US) If yes, describe other description of operations below	Y/N	N/A	34WECCD1062	02/28/2020	02/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER ALL EACH ACCIDENT \$ 1,000,000 ALL DISEASE - SA EMPLOYEE \$ 1,000,000 ALL DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab	Y	N	PHSD1613234	02/28/2020	02/28/2021	1,000,000 Occur
A	ARISA/EMPLOYEE DIS.	Y	N	348BAH4498	02/28/2020	02/28/2021	1,000,000 Agg 200000 Limit 1,000 Ded.

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

CERTIFICATE HOLDER City of Santa Fe 2661 Siringa Rd, Bldg. F Santa Fe, NM 87506	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (LHP)











Mountain River-contr

Final Audit Report

2020-06-16

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

"Mountain River-contr" History

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



Adobe Sign












Mountain River #3 packet

Final Audit Report

2020-10-22

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

"Mountain River #3 packet" History

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









GB PUD MOUNTIAN RIVER AMENDMENT 3

Final Audit Report

2020-11-04

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

"GB PUD MOUNTIAN RIVER AMENDMENT 3" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-02 - 7:03:20 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-11-02 - 7:07:15 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-11-04 - 7:37:58 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-11-04 - 7:40:35 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-11-04 - 7:40:42 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-11-04 - 9:17:05 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-11-04 - 9:18:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-11-04 - 9:18:59 PM GMT

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

ISSUE NO. 8B

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

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

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:



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


City of Santa Fe, New Mexico

memo

Date: November 23, 2020

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

Via: Jarel Lapan Hill, City Manager 
Shannon Jones, Public Utilities Department Director 

From: Alexandra Ladd, Director, Office of Affordable Housing 

Re: Invoice and BAR for NM Interfaith Housing Corp Water Infrastructure

ACTION REQUESTED

Please approve the attached BAR's moving funds from the Cash Balance Enterprise funds: Water fund 505 in the amount of \$100,000 and WWMD 500 in the amount of \$100,000 to the Affordable Housing Trust Fund; 2402750.501500 so that the attached invoice for water infrastructure at the Siler Yard apartment community can be reimbursed at total of \$200,000

BACKGROUND

In June of 2020, ground was broken on the Arts+Creativity Center: Siler Yard which will offer 60 affordable live/work rental housing to households who earn no more than 60% of the area median income, as well as commercial and retail space for creative businesses. Several City resolutions were approved by the Governing Body expressing support for this project including the provision of water infrastructure and housing funds, as per Resolution 2018-09.

ITEM AND ISSUE

The attached Budget Adjustment request moves funds from Public Utilities to the Office of Affordable Housing so that costs associated with water infrastructure can be partially reimbursed. The attached invoice and supporting documentation describes the costs in detail. These costs are consistent with what the Public Utilities Department determined had a direct public benefit in terms of improving the system for the entire City property.

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/ Water					11/23/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Affordable Housing Trust Fund/ Subsidy Payment	2402750	510500		100,000		
WWMD Operating Transfer to Housing Trust Fund	5050381	750240		100,000		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
Transfer in from Water	2402750	650505		(100,000)		
JUSTIFICATION: <i>(use additional page if needed)</i>				\$	100,000	\$
--Attach supporting documentation/memo						-

Budget Increase from Cash Balance in Water Enterprise Fund for to fund

Waste Water Infrastructure Improvements at Siler Yards project to Affordable Housing Trust Fund 204

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

Maya Martinez Prepared By {print name}	11/23/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<i>Andy Hopkins</i> Budget Officer
Division Director Signature {optional}	Date	CITY COUNCIL APPROVAL City Council Approval Date	Finance Director {≤ \$5,000}
Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000}

Shannon Jones (Dec 1, 2020 17:51 MST)

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/Waste Water					11/23/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Affordable Housing Trust Fund/ Subsidy Payment	2402750	510500		100,000		
WWMD Operating Transfer to Housing Trust Fund	5000361	750240		100,000		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
Transfer in from WWMD	2402750	650500		(100,000)		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 100,000	\$ -	

Budget Increase from Cash Balance in WWMD Enterprise Fund for to fund
 Waste Water Infrastructure Improvements at Siler Yards project to Affordable Housing Trust
 Fund 204.

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

Maya Martinez Prepared By {print name}	11/23/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<i>Andy Hopkins</i> Budget Officer
Michael Dozier (Nov 30, 2020 18:04 MST)		CITY COUNCIL APPROVAL	
Division Director Signature {optional}	Date	City Council Approval Date	Finance Director {≤ \$5,000}
Shannon Jones (Dec 1, 2020 17:51 MST)		Agenda Item #:	City Manager {≤ \$60,000}
Department Director Signature	Date		Date

Signature: Alexandra Ladd
Alexandra Ladd (Nov 30, 2020 18:01 MST)
Email: agladd@santafenm.gov

Signature: Jarel LaPan Hill
Jarel LaPan Hill (Dec 2, 2020 09:09 MST)
Email: jlapanhill@santafenm.gov












Siler Yards BAR


Final Audit Report

2020-12-02

Created:	2020-11-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAijHyl2Lk4HsOkrI9sQPowIN2BITvtn3K

"Siler Yards BAR" History


-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-11-24 - 6:46:53 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2020-11-24 - 6:50:32 PM GMT
-  Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2020-11-30 - 3:57:13 PM GMT- IP address: 104.47.65.254
-  Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2020-12-01 - 1:00:48 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2020-12-01 - 1:01:21 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature
2020-12-01 - 1:01:23 AM GMT
-  Email viewed by Michael Dozier (mldozier@santafenm.gov)
2020-12-01 - 1:02:47 AM GMT- IP address: 97.123.105.154
-  Document e-signed by Michael Dozier (mldozier@santafenm.gov)
Signature Date: 2020-12-01 - 1:04:55 AM GMT - Time Source: server- IP address: 97.123.105.154
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-12-01 - 1:04:57 AM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-12-02 - 0:04:49 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-12-02 - 0:05:18 AM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Shannon Jones (swjones@santafenm.gov) for signature


2020-12-02 - 0:05:20 AM GMT

 Email viewed by Shannon Jones (swjones@santafenm.gov)

2020-12-02 - 0:51:13 AM GMT- IP address: 174.237.134.245

 Document e-signed by Shannon Jones (swjones@santafenm.gov)

Signature Date: 2020-12-02 - 0:51:32 AM GMT - Time Source: server- IP address: 174.237.134.245

 Document emailed to Andy Hopkins (ajhopkins@ci.santa-fe.nm.us) for signature


2020-12-02 - 0:51:34 AM GMT

 Email viewed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)


2020-12-02 - 4:00:10 PM GMT- IP address: 104.47.64.254

 Document e-signed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)

Signature Date: 2020-12-02 - 4:02:14 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature

2020-12-02 - 4:02:16 PM GMT

 Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

2020-12-02 - 4:06:52 PM GMT- IP address: 104.47.65.254

 Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

Signature Date: 2020-12-02 - 4:09:52 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-12-02 - 4:09:52 PM GMT

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

ISSUE NO. 8H

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

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

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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



City of Santa Fe New Mexico

Memorandum



Date: December 31, 2020

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Erin K. McSherry, City Attorney

From: Kyle Hibner, City Prosecutor ^{KH}
Jesse Guillen, Legislative Liaison ^{KH} *JG*

RE: Updates to the Uniform Traffic Ordinance, 2020

ITEM AND ISSUE:

The Bill incorporates changes to the Uniform Traffic Ordinance that reflect changes made at the state level.

BACKGROUND AND SUMMARY:

The Uniform Traffic Ordinance, as compiled by the New Mexico Municipal League, includes all statutory changes enacted by the legislature and as amended by the Governing Body.

The Bill amends various sections of the Uniform Traffic Ordinance to insert a clause stating that a person who violates a provision of the particular section is guilty of a penalty assessment misdemeanor while also removing the possibility of jail time in most cases.

A new section to establish a charge for driving while intoxicated with a minor in the vehicle is being added as well as creating three different sections for (1) driving while license is suspended, (2) driving while license is administratively suspended, and (3) driving when the privilege to do so has been revoked.

The Bill amends the section on littering to allow for the requirement for a violator to pick up the litter. The Bill also allows for motorists to use a portable electronic device to show proof of insurance. Schedule A of the UTO, the Penalty Assessment Schedule, is being amended as required based on the amendments to the UTO.

Finally, Section 24-1.1 SFCC 1987 is being amended to add the UTO as an Exhibit A at the end of Chapter 24 to provide ease of access to the public.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill

Fiscal Impact Report

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE UNIFORM TRAFFIC ORDINANCE (“UTO”); AMENDING VARIOUS SECTIONS TO INSERT A CLAUSE STATING THAT A PERSON WHO VIOLATES A PROVISION OF THE PARTICULAR SECTION IS GUILTY OF PENALTY ASSESSMENT MISDEMEANOR; CREATING A NEW SUBSECTION 12-6-12.2A TO ESTABLISH A CHARGE FOR DRIVING WHILE INTOXICATED WITH A MINOR IN THE VEHICLE; AMENDING SUBSECTION 12-6-12.6 TO REMOVE REFERENCES TO DRIVING WHEN PRIVILEGE TO DO SO HAS BEEN REVOKED; CREATING A NEW SUBSECTION 12-6-12.6A TO ESTABLISH A CHARGE FOR DRIVING WHILE LICENSE IS ADMINISTRATIVELY SUSPENDED; CREATING A NEW SUBSECTION 12-6-12.6B TO ESTABLISH A CHARGE FOR DRIVING WHEN THE PRIVILEGE TO DO SO HAS BEEN REVOKED; AMENDING SUBSECTION 12-6-13.11 TO ESTABLISH A FINE FOR LITTERING; AMENDING SUBSECTION 12-10-4.1 TO PERMIT THE USE OF A PORTABLE ELECTRONIC DEVICE TO SHOW PROOF OF INSURANCE; AMENDING SCHEDULE A OF THE UTO TO ADD THE FINES ASSOCIATED WITH THE ADDITION OF THE PENALTY

1 ASSESSMENT MISDEMEANOR PROVISIONS; AND AMENDING SECTION 24-1.1
2 SFCC 1987 TO ADD THE UTO AS AN EXHIBIT A TO THE END OF CHAPTER 24
3 SFCC 1987.

4
5 **BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

6 Section 1. Section 12-5-7 of the Uniform Traffic Ordinance (being Ord. No.
7 2011-4) is amended to read:

8 **12-5-7 PEDESTRIAN CONTROL SIGNALS.**

9 A. Whenever special pedestrian control signals exhibiting the words "walk" or
10 "don't walk" are in place:

11 [~~A~~]1. "walk" indicates that pedestrians facing the signal may proceed across the street
12 in the direction of the signal and shall be given the right of way by drivers of all vehicles; and

13 [~~B~~]2. "don't walk" indicates that no pedestrian shall start to cross the street in the
14 direction of the signal, but any pedestrian who has partially completed his crossing on the walk
15 signal shall proceed to a sidewalk or safety island while the "don't walk" signal is showing.

16 B. A person who violates the provisions of this section is guilty of a penalty
17 assessment misdemeanor. (NMSA 1978, § 66-7-106)

18 Section 2. Section 12-5-8 of the Uniform Traffic Ordinance (being Ord. No.
19 2011-4) is amended to read:

20 **12-5-8 FLASHING SIGNALS.**

21 A. Whenever an illuminated flashing red or yellow signal is used in a traffic sign or
22 signal it shall require obedience by vehicular traffic as follows:

- 23 (1) flashing red (stop signal)--when a red lens is illuminated with rapid
24 intermittent flashes, drivers of vehicles shall stop before entering the nearest crosswalk at
25 an intersection or at a limit line when marked, or, if none, then before entering the

1 intersection, and the right to proceed shall be subject to the rules applicable after making
2 a stop at a stop sign; or

3 (2) flashing yellow (caution signal)--when a yellow lens is illuminated with
4 rapid intermittent flashes, drivers of vehicles may proceed through the intersection or past
5 such signal only with caution.

6 B. This section shall not apply at railroad grade crossings. Conduct of drivers of
7 vehicles approaching railroad grade crossings shall be governed by the rules as set forth in
8 Sections 12-6-7.5 - 12-6-7.8 of this ordinance.

9 C. A person who violates the provisions of this section is guilty of a penalty
10 assessment misdemeanor. (NMSA 1978, § 66-7-107)

11 **Section 3. Section 12-5-10 of the Uniform Traffic Ordinance (being Ord. No.**
12 **2011-4) is amended to read:**

13 **12-5-10 DISPLAY OF UNAUTHORIZED SIGNS, SIGNALS OR MARKINGS.**

14 A. No person shall place, maintain, or display upon or in view of any street any
15 unauthorized sign, signal, marking or device which purports to be or is an imitation of or
16 resembles an official traffic-control device or railroad sign or signal, or which attempts to direct
17 the movements of traffic, or which hides from view or interferes with the effectiveness of any
18 official traffic-control device or any railroad sign or signal, and no person shall place or maintain
19 nor shall any public authority permit upon any highway any traffic sign or signal bearing thereon
20 any commercial advertising.

21 B. Every such prohibited sign, signal or marking is hereby declared to be a public
22 nuisance and the administrator is hereby empowered to remove the same or cause it to be
23 removed without notice.

24 C. The provisions of this section shall not prohibit the erection of signs upon private
25 property adjacent to streets if the signs give useful directional information and are of a type that

1 cannot be mistaken for official signs. (*)

2 D. A person who violates the provisions of this section is guilty of a penalty
3 assessment misdemeanor. (NMSA 1978, § 66-7-108)

4 **Section 4. A new subsection 12-6-12.2A of the Uniform Traffic Ordinance is**
5 **ordained to read:**

6 **[NEW MATERIAL] 12-6-12.2A DRIVING WHILE INTOXICATED WITH A MINOR**
7 **IN THE VEHICLE.**

8 A. Driving while intoxicated with a minor in the vehicle consists of a person
9 committing a violation of 12-6-12.1 when a minor is in the vehicle and when the minor does not
10 suffer great bodily harm or death. Whoever commits driving while intoxicated with a minor in the
11 vehicle is guilty of a misdemeanor.

12 B. A charge for a violation of Subsection A of this section shall be in addition to a
13 charge for the violation of 12-6-12.1 and shall be punished as a separate offense.

14 C. As used in this section, "minor" means an individual who is younger than
15 thirteen years of age.

16 **Section 5. Section 12-6-12.6 of the Uniform Traffic Ordinance (being Ord. No.**
17 **2011-4, as amended) is amended to read:**

18 **12-6-12.6 UNLAWFUL USE OF LICENSE; DRIVING WHEN PRIVILEGE TO DO**
19 **SO HAS BEEN SUSPENDED [OR REVOKED].**

20 A. No person shall:

21 (1) display or cause or permit to be displayed or have in ~~his~~ the driver's
22 possession any canceled, revoked, or suspended driver's license or permit;

23 (2) lend ~~his~~ the person's driver's license or permit to any other person or
24 knowingly permit the use thereof by another;

25 (3) display or represent as one's own any driver's license or permit not issued

1 to ~~him~~ the driver;

2 (4) fail or refuse to surrender to the court upon its lawful demand any
3 driver's license or permit which has been suspended, revoked, or canceled;

4 (5) permit any unlawful use of driver's license or permit issued to ~~him~~ the
5 driver; (NMSA 1978, § 66-5-37)

6 (6) drive a motor vehicle on any public street or highway at a time when
7 ~~his~~ the driver's privilege to do so is suspended and who knows or should have known
8 that ~~his~~ the driver's license was suspended. Upon conviction, the person ~~shall~~ may be
9 punished by imprisonment for not ~~[less than four days nor more than ninety days or~~
10 ~~participation for an equivalent period of time in a certified alternative sentencing~~
11 ~~program, and there may be imposed in addition a fine of not more than five hundred~~
12 ~~dollars (\$500.00)]~~ more than ninety (90) days, participation for an equivalent period of
13 time in a certified alternative sentencing program, and/or a fine of not more than three
14 hundred dollars (\$300.00). When a person pays any or all of the cost of participating in a
15 certified alternative sentencing program, the court may apply that payment as a deduction
16 to any fine imposed by the court. (NMSA 1978, § 66-5-39)

17 ~~[(7) drive a motor vehicle on a highway of this state at a time when the~~
18 ~~person's privilege to do so is revoked and who knows or should have known that the~~
19 ~~person's license was revoked is guilty of a misdemeanor and shall be charged with a~~
20 ~~violation of this section. Under conviction, the person shall be punished, notwithstanding~~
21 ~~the provisions of Sec. 31-18-13 NMSA 1978, by imprisonment for not less than four days~~
22 ~~or more than ninety days or by participation for an equivalent period of time in a certified~~
23 ~~alternative sentencing program, and there may be imposed in addition a fine of no more~~
24 ~~than \$500. When a person pays any or all of the cost of participating in a certified~~
25 ~~alternative sentencing program, the court may apply that payment as a deduction to any~~

1 fine imposed by the court; and

2 (8) ~~notwithstanding any other provision of law for suspension or deferment~~
3 ~~of execution of a sentence, if the person's privilege to drive as revoked for driving under~~
4 ~~the influence of intoxicating liquor or drugs or a violation of the Implied Consent Act,~~
5 ~~upon conviction shall be punished by imprisonment for not less than seven consecutive~~
6 ~~days and shall be fined not less than three hundred dollars (\$300) and not more than five~~
7 ~~hundred dollars (\$500) and the fine and imprisonment shall not be suspended, deferred or~~
8 ~~taken under advisement. No other disposition by plea of guilty to any other charge in~~
9 ~~satisfaction of a charge under this section shall be authorized if the person's privilege to~~
10 ~~drive was revoked for driving under the influence of intoxicating liquor or drugs or a~~
11 ~~violation of the Implied Consent Act, (66-3-39.1 NMSA 1978)]~~

12 B. In addition to any other penalties imposed pursuant to the provisions of this
13 section, when a person is convicted pursuant to the provisions of this section, the motor vehicle
14 the person was driving shall be immobilized by an immobilization device for thirty days, unless
15 immobilization of the motor vehicle poses an imminent danger to the health, safety or
16 employment of the convicted person's immediate family or the family of the owner of the motor
17 vehicle. The convicted person shall bear the cost of immobilizing the motor vehicle. (NMSA
18 1978, § 66-5-39)

19 **Section 6. A new subsection 12-6-12.6A of the Uniform Traffic Ordinance is**
20 **ordained to read:**

21 **[NEW MATERIAL] 12-6-12.6A DRIVING WHILE LICENSE ADMINISTRATIVELY**
22 **SUSPENDED.**

23 A. A person who drives a motor vehicle on any public highway or street at a time
24 when the person's privilege to do so is administratively suspended is guilty of a penalty
25 assessment misdemeanor and may be punished pursuant to Schedule A of the Uniform Traffic

1 Ordinance.

2 **Section 7. A new subsection 12-6-12.6B of the Uniform Traffic Ordinance is**
3 **ordained to read:**

4 **[NEW MATERIAL] 12-6-12.6B UNLAWFUL USE OF LICENSE; DRIVING WHEN**
5 **PRIVILEGE TO DO SO HAS BEEN REVOKED**

6 A. No person shall drive a motor vehicle on a public highway or street at a time
7 when the person's privilege to do so is revoked and who knows or should have known that the
8 person's license was revoked is guilty of a misdemeanor and shall be charged with a violation of
9 this section. Under conviction, the person shall be punished, by imprisonment for not less than
10 four (4) days or more than ninety (90) days or by participation for an equivalent period of time in
11 a certified alternative sentencing program, and there may be imposed in addition a fine of no
12 more than five hundred dollars (\$500.00). When a person pays any or all of the cost of
13 participating in a certified alternative sentencing program, the court may apply that payment as a
14 deduction to any fine imposed by the court.

15 B. Notwithstanding any other provision of law for suspension or deferment of
16 execution of a sentence, if the person's privilege to drive is revoked for driving under the
17 influence of intoxicating liquor or drugs or a violation of the Implied Consent Act, upon
18 conviction that person shall be punished by imprisonment for not less than seven (7) consecutive
19 days and shall be fined not less than three hundred dollars (\$300.00) and not more than five
20 hundred dollars (\$500.00) and the fine and imprisonment shall not be suspended, deferred, or
21 taken under advisement. No other disposition by plea of guilty to any other charge in satisfaction
22 of a charge under this section shall be authorized if the person's privilege to drive was revoked
23 for driving under the influence of intoxicating liquor or drugs or a violation of the Implied
24 Consent Act, (NMSA 1978, § 66-3-39.1)

25 B. In addition to any other penalties imposed pursuant to the provisions of this

1 section, when a person is convicted pursuant to the provisions of this section, the motor vehicle
2 the person was driving shall be immobilized by an immobilization device for thirty (30) days,
3 unless immobilization of the motor vehicle poses an imminent danger to the health, safety, or
4 employment of the convicted person's immediate family or the family of the owner of the motor
5 vehicle. The convicted person shall bear the cost of immobilizing the motor vehicle. (NMSA
6 1978, § 66-5-39)

7 **Section 8. Subsection 12-6-12.11 of the Uniform Traffic Ordinance (being Ord.**
8 **No. 2011-4) is amended to read:**

9 **12-6-12.11 RESTRICTION ON USE OF [TELEVISION] VIDEO IN MOTOR**
10 **VEHICLES.**

11 A. It is unlawful to operate in this municipality any motor vehicle equipped with a
12 [television] video screen, of whatever type, upon which images may be projected or shown, if the
13 screen is within the normal view of the driver of the motor vehicle, unless the [television] video
14 screen is solely used as an aid to the driver in the operation of the vehicle.

15 B. A person who violates the provisions of this section is guilty of a penalty
16 assessment misdemeanor.

17 C. As used in this section "[television] video screen" does not include closed
18 circuit monitors or computer terminal monitors used by law enforcement agencies in law
19 enforcement motor vehicles. (NMSA 1978, § 66-7-358)

20 **Section 9. Subsection 12-6-12.12 of the Uniform Traffic Ordinance (being Ord.**
21 **No. 2011-4) is amended to read:**

22 **12-6-12.12 COASTING PROHIBITED.**

23 A. The driver of any motor vehicle when traveling upon a down grade shall not
24 coast with the clutch disengaged.

25 B. A person who violates the provisions of this section is guilty of a penalty

1 assessment misdemeanor. (NMSA 1978, § 66-7-360)

2 **Section 10. Subsection 12-6-13.10 of the Uniform Traffic Ordinance (being Ord.**
3 **No. 2011-4) is amended to read:**

4 **12-6-13.10 ANIMALS ON STREET.**

5 A. It is unlawful for any person, during the hours of darkness to ride a horse or other
6 animal upon the traveled portion of any street which is normally used by motor vehicles.

7 B. It is unlawful for any person negligently to permit livestock to wander or graze
8 upon any fenced street at any time or, during the hours of darkness, to drive livestock along or
9 upon any street which is normally used by motor vehicles.

10 C. Owners of livestock ranging in pastures through which unfenced roadways pass
11 shall not be liable for damages by reason of injury or damage to persons or property occasioned
12 by collisions of vehicles using said roadways and livestock or animals ranging in said pastures
13 unless such owner of livestock is guilty of specific negligence other than allowing [~~his animals~~
14 livestock] to range in said pasture. (NMSA 1978, § 66-7-363)

15 D. A person who violates the provisions of this section is guilty of a penalty
16 assessment misdemeanor.

17 **Section 11. Subsection 12-6-13.11 of the Uniform Traffic Ordinance (being Ord.**
18 **No. 2011-4) is amended to read:**

19 **12-6-13.11 DRIVING ON MOUNTAIN STREETS.**

20 A. The driver of a motor vehicle traveling through defiles or canyons or on
21 mountain streets shall hold such motor vehicle under control and as near the right-hand edge of
22 the street as reasonably possible.

23 B. A person who violates the provisions of this section is guilty of a penalty
24 assessment misdemeanor. (NMSA 1978, § 66-7-359)

25 **Section 12. Subsection 12-6-13.11 of the Uniform Traffic Ordinance (being Ord.**

1 **No. 2011-4) is amended to read:**

2 **12-6-13.15 LITTERING**

3 A. No person shall throw or deposit from a motor vehicle upon a city street any
4 trash, glass bottles, glass, nails, tacks, wire, or cans.

5 B. No person shall throw a lighted match, cigar, cigarette, matches, or other flaming
6 or glowing substance from a motor vehicle where it can start a fire.(*)

7 C. A person who drops or permits to be dropped or thrown from a motor vehicle
8 upon any city street any destructive or injurious material or trash shall immediately remove the
9 same or cause it to be removed.

10 D. A person removing a wrecked or damaged vehicle from a city street shall remove
11 any glass or other injurious substance dropped upon the city street from the vehicle.

12 E. As used in this section, "trash" means any article or substance that, when
13 discarded, creates or contributes to an unsanitary, offensive, or unsightly condition. "Trash"
14 includes waste food; paper products; cans, bottles, and other containers; household furnishings
15 and equipment; parts or bodies of vehicles and other metallic junk or scrap; and collections of
16 ashes, dirt, yard trimmings, and other rubbish.

17 F. Whoever commits littering is guilty of a petty misdemeanor, and notwithstanding
18 the provisions of NMSA 1978, Section 31-9-1, shall be punished by a fine of three hundred
19 dollars (\$300.00). The use of uniform traffic citations is authorized for the enforcement of this
20 section. The court may, to the extent permitted by law, as a condition to suspension of any other
21 penalty provided by law, require a person who commits littering to pick up and remove from any
22 public place or any private property, with prior permission of the legal owner, any litter deposited
23 thereon. (NMSA1978, § 30-8-4)

24 **Section 13. Subsection 12-6-14.2 of the Uniform Traffic Ordinance (being Ord.**
25 **No. 2011-4) is amended to read:**

1 **12-6-14.2 PEDESTRIANS RIGHT OF WAY IN CROSSWALKS.**

2 A. When traffic-control signals are not in place or not in operation, the driver of a
3 vehicle shall yield the right of way, slowing down or stopping if need be to so yield, to a
4 pedestrian crossing the street within a crosswalk when the pedestrian is in the crosswalk.

5 B. ~~[No]~~ A pedestrian shall not suddenly leave a curb or other place of safety and
6 walk or run into the path of a vehicle which is so close that it is impossible for the driver to yield.

7 C. Subsection A shall not apply under the conditions stated in Section 12-6-14.4.

8 D. Whenever any vehicle is stopped at a marked crosswalk or at any unmarked
9 crosswalk at an intersection to permit a pedestrian to cross the street, the driver of any other
10 vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

11 E. A person who violates the provisions of this section is guilty of a penalty
12 assessment misdemeanor. (NMSA 1978, § 66-7-334)

13 **Section 14. Subsection 12-6-14.3 of the Uniform Traffic Ordinance (being Ord.**
14 **No. 2011-4) is amended to read:**

15 **12-6-14.3 PEDESTRIANS TO USE RIGHT HALF OF CROSSWALK.**

16 A. Pedestrians shall move, whenever practicable, upon the right half of crosswalks.
17 (NMSA 1978, § 66-7-338)

18 B. A person who violates the provisions of this section is guilty of a penalty
19 assessment misdemeanor.

20 **Section 15. Subsection 12-8-1 of the Uniform Traffic Ordinance (being Ord. No.**
21 **2011-4) is amended to read:**

22 **12-8-1 EFFECT OF REGULATIONS.**

23 A. It is a penalty assessment misdemeanor for a person to perform any act forbidden
24 or fail to perform any act required by Sections 12-8-1 through 23 of the Uniform Traffic
25 Ordinance.

1 [A]B. The parent of any child and the guardian of any ward shall not authorize or
2 permit any such child or ward to violate any of the provisions of this ordinance.

3 [B]C. These regulations applicable to bicycles shall apply whenever a bicycle is
4 operated upon any street or upon any path set aside for the exclusive use of bicycles subject to
5 those exceptions stated herein. (NMSA 1978, § 66-3-701)

6 **Section 16. Subsection 12-10-1.1 of the Uniform Traffic Ordinance (being Ord.
7 No. 2011-4) is amended to read:**

8 **12-10-1.1 PROHIBITED ACTS.**

9 A. Except as otherwise provided in this section, it is a penalty assessment
10 misdemeanor for any person to drive or move, or for the owner to cause or permit to be driven or
11 moved, on any street, any vehicle, or combination of vehicles, which is in such unsafe condition
12 as to endanger any person, or which does not contain those parts, or is not at all times equipped
13 with such lamps and other equipment, in proper condition and adjustment, as is required by
14 Sections 12-10-1.1 through 12-10-1.51, or which is equipped in any manner that is in violation of
15 those sections, or for any person to do any act forbidden, or fail to perform any act required under
16 those sections.

17 B. Nothing contained in Sections 12-10-1.1 through 12-10-1.51 shall be construed
18 to prohibit the use of additional parts and accessories on any vehicle which are not inconsistent
19 with the provisions of such sections.

20 C. The provisions of Sections 12-10-1.1 through 12-10-1.51, with respect to
21 equipment on vehicles, shall not apply to implements of husbandry, road machinery, road rollers
22 or farm tractors, except as made applicable in those sections. (NMSA 1978, § 66-3-801)

23 **Section 17. Subsection 12-10-1.3 of the Uniform Traffic Ordinance (being Ord.
24 No. 2011-4) is amended to read:**

25 **12-10-1.3 WHEN LIGHTED LAMPS ARE REQUIRED.**

1 A. _____ Every vehicle upon a street within this municipality at any time from a half-hour
2 after sunset to a half-hour before sunrise and at any other time when there is not sufficient light to
3 render clearly discernible persons and vehicles on the street at a distance of five hundred feet
4 ahead shall display lighted lamps and illuminating devices as hereinafter respectively required for
5 different classes of vehicles, subject to exceptions with respect to parked vehicles as hereinafter
6 stated. (NMSA 1978, § 66-3-802)

7 B. _____ A person who violates the provisions of this section is guilty of a penalty
8 assessment misdemeanor. (NMSA 1978, § 66-3-802)

9 **Section 18. Subsection 12-10-1.5 of the Uniform Traffic Ordinance (being Ord.**
10 **No. 2011-4) is amended to read:**

11 **12-10-1.5 HEAD LAMPS ON MOTOR VEHICLES.**

12 A. Every motor vehicle other than a motorcycle or motor-driven cycle shall be
13 equipped with at least two headlamps with at least one on each side of the front of the motor
14 vehicle, which headlamps shall comply with the requirements and limitations set forth in this
15 ordinance.

16 B. Every motorcycle and every motor-driven cycle shall be equipped with at least
17 one and not more than two headlamps which shall comply with the requirements and limitations
18 of this ordinance.

19 C. Every headlamp upon every motor vehicle, including every motorcycle and
20 motor-driven cycle, shall be located at a height measured from the center of the headlamp of not
21 more than fifty-four inches nor less than twenty inches to be measured as set forth in Section 12-
22 10-1.4B. The provisions of this paragraph shall apply only to new motor vehicles sold after July
23 1, 1953. (NMSA 1978, § 66-3-804)

24 D. For the purposes of Sections 12-10-1.1 through 12-10-1.5, parking lamps shall
25 not be used in lieu of head lamps.(*)

1 E. No headlight shall emit a glaring or dazzling light. (NMSA 1978, § 66-3-828)

2 F. A person who violates the provisions of this section is guilty of a penalty
3 assessment misdemeanor. (NMSA 1978, § 66-3-804)

4 **Section 19. Subsection 12-10-1.8 of the Uniform Traffic Ordinance (being Ord.**
5 **No. 2011-4) is amended to read:**

6 **12-10-1.8 VEHICLES TO BE EQUIPPED WITH REFLECTORS.**

7 A. Every new motor vehicle hereafter sold and operated upon a street, other than a
8 truck tractor, shall carry on the rear, either as a part of the tail lamps or separately, two red
9 reflectors, except that every motorcycle and every motor-driven cycle shall carry at least one
10 reflector, meeting the requirements of this section.

11 B. Every such reflector shall be mounted on the vehicle at a height not less than
12 twenty inches nor more than sixty inches measured as set forth in Section 12-10-1.4B, and shall
13 be of such size and characteristics and so mounted as to be visible at night from all distances
14 within three hundred feet to fifty feet from such vehicle when directly in front of lawful upper
15 beams of headlamps. (NMSA 1978, § 66-3-806)

16 C. A person who violates the provisions of this section is guilty of a penalty
17 assessment misdemeanor. (NMSA 1978, § 66-3-806)

18 **Section 20. Subsection 12-10-1.12 of the Uniform Traffic Ordinance (being Ord.**
19 **No. 2011-4) is amended to read:**

20 **12-10-1.12 WINDSHIELD MUST BE UNOBSTRUCTED AND EQUIPPED**
21 **WITH WIPERS; WINDOWS MUST BE TRANSPARENT; EXCEPTIONS.**

22 A. No person shall drive any motor vehicle with any sign, poster or other
23 nontransparent material upon or in the front windshield, windows to the immediate right and left
24 of the driver or in the rear-most window if the latter is used for driving visibility except as
25 provided in Section 12-10-1.12A. The rear-most window is not necessary for driving visibility

1 where outside rear-view mirrors are attached to the vehicle.

2 B. The windshield on every motor vehicle, except a motorcycle, shall be equipped
3 with a device for cleaning rain, snow or other moisture from the windshield, which device shall
4 be so constructed as to be controlled or operated by the driver of the vehicle.

5 C. Every windshield wiper upon a motor vehicle shall be maintained in good
6 working order.

7 D. A person who violates the provisions of this section is guilty of a penalty
8 assessment misdemeanor. (NMSA 1978, § 66-3-846)

9 **Section 21. Subsection 12-10-1.12A of the Uniform Traffic Ordinance (being**
10 **Ord. No. 2011-4) is amended to read:**

11 **12-10-1.12A SUN SCREENING MATERIAL ON WINDSHIELDS AND WINDOWS;**
12 **REQUIREMENTS; VIOLATION; PENALTY.**

13 A. A person shall not operate on any street or highway a motor vehicle that is
14 registered or required to be registered in this state if that motor vehicle has a sun screening
15 material on the windshield or any window that does not comply with the requirements of this
16 section.

17 B. Except as otherwise provided in this section, a sun screening material:

18 (1) when used in conjunction with the windshield, shall be nonreflective,
19 shall not be red, yellow or amber in color and shall be used only along the top of the
20 windshield, not extending downward beyond the ASI line or more than five inches from
21 the top of the windshield, whichever is closer to the top of the windshield; and

22 (2) when used in conjunction with the safety glazing materials of the side
23 wings or the side windows located at the immediate right and left of the driver, the side
24 windows behind the driver and the rearmost window shall be nonreflective, shall have a
25 light transmission of not less than twenty percent and shall be used only on the windows

1 of a motor vehicle equipped with one right and one left outside rearview mirror.

2 C. Each manufacturer shall:

3 (1) certify to the division that a sun screening material used by that
4 manufacturer is in compliance with the nonreflectivity and light transmission
5 requirements of this section;

6 (2) provide a label not to exceed one and one-half square inches in size that:

7 (a) is installed permanently and legibly between the sun screening
8 material and each glazing surface to which it is applied;

9 (b) contains the manufacturer's name, the date the sun screening
10 material was manufactured and the percentage of light transmission; and

11 (c) is placed in the left lower corner of each glazing surface when
12 facing the motor vehicle from the outside; and

13 (3) include instructions with the sun screening material for proper
14 installation, including the affixing of the label specified in this subsection.

15 D. No person shall:

16 (1) offer for sale or for use any sun screening material for motor vehicle use
17 not in compliance with this section; or

18 (2) install any sun screening material on motor vehicles intended for
19 operation on any street or highway without permanently affixing the label specified in
20 subsection C of this section.

21 E. The provisions of this section do not apply to a motor vehicle registered in this
22 state in the name of a person, or the person's legal guardian, who has an affidavit signed by a
23 physician or an optometrist licensed to practice in this state that states that the person has a
24 physical condition that makes it necessary to equip the motor vehicle with sun screening material
25 that is in violation of this section. The affidavit shall be in the possession of the person with such

1 a physical condition, or the person's legal guardian, at all times while being transported in the
2 motor vehicle.

3 F. The light transmission requirement of this section does not apply to windows
4 behind the driver on truck tractors, buses, recreational vehicles, multipurpose passenger vehicles
5 and motor homes. The provisions of this section shall not apply to motor vehicle glazing which
6 complies with federal motor vehicle standards.

7 G. The provisions of this section do not apply to motor vehicles that have sun
8 screening material on the windshield or any window prior to 1997.

9 H. As used in this section:

10 (1) "light transmission" means the ration of the amount of total light that
11 passes through a product or material, expressed in percentages, to the amount of total
12 light falling on the product or material;

13 (2) "manufacturer" means any person engaged in the manufacturing or
14 assembling of sun screening products or materials designed to be used in conjunction
15 with motor vehicle glazing materials for the purpose of reducing the effects of the sun;

16 (3) "nonreflective" means designed to absorb light rather than to reflect it;
17 and

18 (4) sun screening material means any film material, substance, device or
19 product that is designed to be used in conjunction with motor vehicle safety glazing
20 materials for reducing the effects of the sun.

21 I. ~~[Any]~~ A person who violates ~~[any]~~ a provision of this section is guilty of a
22 ~~[petty] penalty assessment~~ misdemeanor ~~[and upon conviction shall be punished by a fine of not~~
23 ~~more than seventy five dollars (\$75.00)].~~ (NMSA 1978, § 66-3-846.1)

24 **Section 22. A new subsection 12-10-4 of the Uniform Traffic Ordinance is**
25 **ordained to read:**

1 [NEW MATERIAL] 12-10-4 VEHICLE SUBJECT TO REGISTRATION;

2 EXCEPTIONS

3 A. With the exception of vehicles identified in Subsection B of this section, every
4 motor vehicle, manufactured home, trailer, semitrailer, and pole trailer when driven or moved
5 upon a highway and every off-highway motor vehicle is subject to the registration and certificate
6 of title provisions of the Motor Vehicle Code except:

7 (1) any such vehicle driven or moved upon a highway in conformance with
8 the provisions of the Motor Vehicle Code relating to manufacturers, dealers, lien-holders,
9 or nonresidents;

10 (2) any such vehicle that is driven or moved upon a highway only for the
11 purpose of crossing the highway from one property to another;

12 (3) an implement of husbandry that is only incidentally operated or moved
13 upon a highway;

14 (4) special mobile equipment;

15 (5) a vehicle that is propelled exclusively by electric power obtained from
16 overhead trolley wires though not operated upon rails;

17 (6) a freight trailer if it is:

18 (a) properly registered in another state;

19 (b) identified by a proper base registration plate that is properly
20 displayed; and

21 (c) identified by other registration documents that are in the
22 possession of the operator and exhibited at the request of a police officer;

23 (7) a freight trailer or utility trailer owned and used by:

24 (a) a nonresident solely for the transportation of farm products
25 purchased by the nonresident from growers or producers of the farm products and

1 transported in the trailer out of the state;

2 (b) a farmer or a rancher who transports to market only the produce,
3 animals, or fowl produced by that farmer or rancher or who transports back to the
4 farm or ranch supplies for use thereon; or

5 (c) a person who transports animals to and from fairs, rodeos, or
6 other places, except racetracks, where the animals are exhibited or otherwise take
7 part in performances, in trailers drawn by a motor vehicle or truck of less than ten
8 thousand pounds gross vehicle weight rating bearing a proper registration plate,
9 but in no case shall the owner of an unregistered trailer described in this
10 paragraph perform such uses for hire;

11 (8) a moped;

12 (9) an electric personal assistive mobility device;

13 (10) a vehicle moved on a highway by a towing service as defined in Section
14 NMSA 1978, § 59A-50-2; and

15 (11) an off-highway motor vehicle exempted pursuant to Section 66-3-1005
16 NMSA 1978.

17 * **Editor's Note:** Renumber the existing 12-10-4 DISPLAY OF CURRENT VALID
18 REGISTRATION PLATE as 12-10-4.1

19 **Section 23. Subsection 12-10-6 of the Uniform Traffic Ordinance (being Ord.**
20 **No. 2011-4) is amended to read:**

21 **12-10-6 MANDATORY FINANCIAL RESPONSIBILITY.**

22 A. No owner shall permit the operation of an uninsured motor vehicle, or a motor
23 vehicle for which evidence of financial responsibility as was affirmed to the department is not
24 currently valid, upon the streets or highways of New Mexico unless the vehicle is specifically
25 exempted from the provisions of the Mandatory Financial Responsibility Act (NMSA 1978, §§

1 66-5-201 to 66-5-239).

2 B. No person shall drive an uninsured motor vehicle, or a motor vehicle for which
3 evidence of financial responsibility as was affirmed to the department is not currently valid, upon
4 the streets or highways of New Mexico unless he is specifically exempted from the provisions of
5 the Mandatory Financial Responsibility Act.

6 C. For the purposes of the Mandatory Financial Responsibility Act, "uninsured
7 motor vehicle" means a motor vehicle for which a motor vehicle insurance policy meeting the
8 requirements of the laws of New Mexico and of the secretary is not in effect or a surety bond or
9 evidence of a sufficient cash deposit with the state treasurer. (NMSA 1978, § 66-5-205)

10 D. When financial responsibility is satisfied through coverage under a motor vehicle
11 insurance policy, the owner's or operator's carrying of evidence in print or accessible through a
12 portable electronic device is acceptable. An owner or operator of a vehicle who provides evidence
13 of financial responsibility through a portable electronic device

14 (1) assumes all liability for any resulting damage to the portable electronic
15 evidence; and

16 (2) is presumed not to consent to provide access to a law enforcement officer
17 to any other information stored in the portable electronic device.

18 ~~D~~E. "Evidence of Financial Responsibility", as used in this Section, means evidence
19 of the ability to respond in damages for liability, on account of accidents occurring subsequent to
20 the effective date of the evidence, arising out of the ownership, maintenance, or use of a vehicle
21 of a type subject to registration under the laws of New Mexico, in the following amounts:

22 (1) twenty-five thousand dollars (\$25,000.00) because of bodily injury to or
23 death of one person in any one accident;

24 (2) subject to this limit for one person, fifty thousand dollars (\$50,000.00)
25 because of bodily injury to or death of two or more persons in any one accident;

1 (3) ten thousand dollars (\$10,000.00) because of injury to or destruction of
2 property of others in any one accident; and

3 (4) if evidence is in the form of a surety bond or a cash deposit with the state
4 treasurer, the total amount shall be sixty thousand dollars (\$60,000.00). (NMSA 1978, §
5 66-5-208)

6 ~~[E]~~. Exemptions--Exempted from the mandatory financial responsibility provisions of
7 this Section are the following:

8 (1) a motor vehicle owned by the United States government, any state or any
9 political subdivision of a state;

10 2) an implement of husbandry or special mobile equipment which is only
11 incidentally operated upon the streets or highways within the limits of the municipality;

12 (3) a motor vehicle operated upon a street or highway within the limits of the
13 municipality only for the purpose of crossing such street or highway from one property to
14 another;

15 (4) a commercial motor vehicle registered or proportionally registered in
16 New Mexico and any other jurisdiction, provided such motor vehicle is covered by a
17 motor vehicle insurance policy or equivalent coverage or other form of financial
18 responsibility in compliance with the laws of any other jurisdiction in which it is
19 registered;

20 (5) a motor vehicle approved as self-insured by the superintendent of
21 insurance pursuant to NMSA 1978, § 66-5-207.1; and

22 (6) any motor vehicle when the owner has submitted to the department a
23 signed statement, in the form prescribed by the department, declaring that the vehicle will
24 not be operated on the highways of New Mexico and explaining the reasons therefore.
25 (NMSA 1978, § 66-5-207)

1 **SECTION 1.**

2 This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for
3 violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking
4 which are set forth as Exhibit B of the city of Santa Fe Uniform Traffic Code.

5 **SECTION 2.**

6 "Penalty assessment misdemeanor" means violation of the following listed sections of the city of
7 Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term
8 "penalty assessment misdemeanor" does not include any violation which has caused or
9 contributed to the cause of an accident resulting in injury or death to any person. When an alleged
10 violator of a penalty assessment misdemeanor elects to accept a notice to appear in lieu of a
11 notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty
12 assessment established for the particular penalty assessment misdemeanor and probation imposed
13 upon a suspended or deferred sentence shall not exceed ninety days.

14
15

COMMON NAME OF OFFENSE	SECTION VIOLATED	PENALTY ASSESSMENT
Obedience To Traffic-Control Devices/Failure To Stop	12-5-3	\$25.00
Red Light	12-5-6	\$25.00
<u>Pedestrian Controls</u>	<u>12-5-7</u>	<u>\$25.00</u>
Flashing Signals	12-5-8	\$25.00
<u>Display of Unauthorized Signs, Signals, or Markings</u>	<u>12-5-10</u>	<u>\$25.00</u>
Basic (Speeding) Rule	12-6-1.1	\$25.00
Speed Limits	12-6-1.2	
<i>A. The following apply outside a school zone:</i>		
Up to and including 10 miles an hour over speed limit		\$15.00
From 26 up to and including 30 miles an hour over the speed limit		\$125.00
From 31 up to and including 35 miles an hour over the speed limit		\$150.00
More than 35 miles an hour over the speed limit		\$200.00
<i>B. In a school zone</i>	12-6-1.2A	\$171.00

21
22
23
24
25

1	C. <i>In a construction zone:</i> The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		
2	D. <i>In a pedestrian zone.</i> The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A. above for the equivalent miles per hour over the speed limit.		
3	Minimum Speed Regulations	12-6-1.5	\$25.00
4	Driving On Right Side Of Street	12-6-2.1	\$25.00
5	Overtaking A Vehicle On The Left	12-6-2.3	\$25.00
6	Limitations On Overtaking On The Left	12-6-2.4	\$25.00
7	Overtaking A Vehicle On The Right	12-6-2.6	\$25.00
8	No Passing Zones/Restrictions On Passing	12-6-2.7	\$25.00
9	Streets Laned For Traffic	12-6-2.12	\$25.00
10	Following Too Closely	12-6-2.13	\$25.00
11	Driving On Divided Streets	12-6-2.14	\$25.00
12	Driving Vehicle On Or Across Bicycle Lane Or Path.	12-6-2.17	\$25.00
13	Turning Left At Intersection	12-6-4.2	\$25.00
14	Entering Stop/Yield Intersection/Failure To Yield	12-6-4.3	\$25.00
15	Required Position/Method of Turning/Improper Turn	12-6-5.1	\$25.00
16	Obedience To No-Turn Signs	12-6-5.4	\$25.00
17	Limitations On Turning Around/Illegal U-Turn	12-6-5.5	\$25.00
18	Starting A Parked Vehicle	12-6-5.7	\$25.00
19	Turn/Stop Movements	12-6-5.8	\$25.00
20	Failure To Signal	12-6-5.9	\$25.00
21	Motorist Turning Across Bicycle Lane.	12-6-5.11	\$25.00
22	Stopping, Standing, and Parking	12-6-6	See Exhibit B
23	Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	\$25.00
24	Stopping For School Bus	12-6-7.3	\$100.00
25	Failure To Stop At Railroad Crossing	12-6-7.5 and	\$150.00
	<u>Operators and Chauffeurs Must Be Licensed</u>	<u>12-6-12.5</u>	<u>\$25.00</u>
	<u>Driving While License Suspended or Administratively Suspended</u>	<u>12-6-12.6 and</u>	<u>\$25.00</u>
	<u>Driving While License Revoked</u>	<u>12-6-12.6B</u>	<u>\$300-\$500</u>
	Unattended Motor Vehicle	12-6-12.8	\$25.00
	Limitations On Backing	12-6-12.9	\$25.00

1	<u>Restriction On Use of Video In Motor Vehicles</u>	<u>12-6-12.11</u>	<u>\$25.00</u>
2	<u>Coasting Prohibited</u>	<u>12-6-12.12</u>	<u>\$25.00</u>
3	Prohibited Activities While Driving (including hand held mobile communication device use)	12-6-12.18	\$200.00
4	Mobile communication device use while driving in a school zone	12-6-12.18	\$300.00
5	Permitting Unauthorized Persons To Drive	12-6-12.23	\$25.00
6	Destructive Material On Roadway/Failure To Secure Load	12-6-13.5	\$100.00
7	Improper Opening Of Doors	12-6-13.8	\$25.00
8	Child Restraint Device Or Safety Belt	12-6-13.12	\$100.00
9	Mandatory Use Of Seat Belts	12-6-13.13	\$100.00
10	Open Container, 1st Offense	12-6-13.14	\$100.00
11	for subsequent violations		mandatory court appearance
12	Littering	12-6-13.15	\$300.00
13	Jaywalking	12-6-14.1 through 8	\$25.00
14	Windshield	12-10-1.12	\$25.00
15	When Lighted Lamps Are Required	12-10-1.3	\$25.00
16	Headlamps On Vehicles	12-10-1.5	\$25.00
17	Dimming Of Lights	12-10-1.6	\$25.00
18	Tail Lamps	12-10-1.7, except 12-10-1.7C	\$25.00
19	Plate Light Required	12-10-1.7C.	\$10.00
20	Stop Lamps/Brake Lamps	12-10-1.9	\$25.00
21	Mufflers, Prevention Of Noise	12-10-1.10	\$25.00
22	Lamp Or Flag On Projecting Load	12-10-1.11	\$25.00
23	<u>Windshield Must Be Unobstructed and Equipped with Wipers and Windows Must Be Transparent</u>	<u>12-10-1.12</u>	<u>\$25.00</u>
24	<u>Tinted Windows</u>	<u>12-10-1.12A</u>	<u>\$25.00</u>
25	Unsafe Equipment (Brakes)	12-10-1.16	\$25.00
	<u>Display Of Current Valid Registration Plate</u>	<u>12-10-4</u>	<u>\$25.00</u>

SECTION 3. MANDATORY COURT APPEARANCES

Violations of the following listed sections of the city of Santa Fe Uniform Traffic Code require a mandatory court appearance:

Leaving the Scene of an Accident 12-4-2

1	Failure to Render Aid/Duty to Give Info	12-4-3
2	Immediate Notice of Accident	12-4-6
3	Failure to Yield to Emergency Vehicle	12-6-7.4
4	Reckless Driving	12-6-12.3
5	Careless Driving/Driver Inattention	12-6-12.4
6	Operator/Chauffeur Licenses Required	12-6-12.5
7	Unlawful Use of License (Revoked)	12-6-12.6
8	Unlawful Use of License (Suspended)	12-6-12.6
9	Fleeing or Attempting to Elude An Officer	12-6-12.7
10	Racing on Streets/Drag Racing/Exhibition of Speed	12-6-12.19
11	Open Container 2 nd , 3 rd , etc.	12-6-13.14
12	Pedestrian Related Violations	12-6-14 (except 12-6-14.1)
13	Off-Highway Motor Vehicles (ATV)	12-7-9 through 12-7-9.6
14	Display of Current Registration	12-10-4
15	Evidence of Registration	12-10-5
16	Mandatory Financial Responsibility (Insurance)	12-10-6

17 **SECTION 4. TRAFFIC CALMING FEES**

18 A. Persons violating speed limits within the city have created a need for traffic
19 calming. The governing body has determined that those persons violating the speed limits should
20 pay additional fees. The purpose of the additional fees is to discourage speeding within the city
21 and to provide funds for the city's traffic calming program.

22 B. The city hereby imposes a traffic calming fee equal to the maximum fine
23 (excluding court fees) to be paid by any person convicted of a speeding violation as set forth in
24 the Uniform Traffic Ordinance as adopted by the city, the total of which shall not exceed the
25 jurisdictional limits of the court. The traffic calming fee applies to all violations of Section 12-6-

1 1.2, but the traffic calming fee is not doubled.

2 C. The traffic calming fee shall be collected by the municipal court for funding the
3 city's traffic calming program. The amount of fees collected shall not decrease the amount of
4 money allocated to the traffic calming program through the current fiscal year Capital
5 Improvement Program bonding process.

6 D. The governing body shall review the results of this subsection including the
7 amount of fees which have been collected and the amount of police overtime because of this
8 subsection. The municipal court shall provide the governing body with the appropriate statistics
9 to review this subsection.

10 **SECTION 5. MUNICIPAL COURT FEES**

11 In addition to the penalty assessment established pursuant to this Exhibit, there shall be assessed
12 the municipal court fees for each penalty assessment misdemeanor as set forth in Section 1-3.2
13 SFCC 1987.

14 **SECTION 6. PENALTY ASSESSMENT MISDEMEANORS; OPTION; EFFECT**

15 A. Unless a warning notice is given, at the time of making an arrest for any penalty
16 assessment misdemeanor, the arresting officer shall offer the alleged violator the option of
17 accepting a penalty assessment. The violator's signature on the penalty assessment notice
18 constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the
19 prescribed penalty assessment is a complete satisfaction of the violation.

20 B. Payment of any penalty assessment shall be made by mail to the Municipal
21 Court, City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 within 30 days from
22 the date of arrest. Payments of penalty assessments are timely if postmarked within the time
23 limits set from the date of arrest. The Municipal Court shall issue a receipt when a penalty
24 assessment is paid by currency, but a check or money order tendered by the violator upon which
25 payment is received is sufficient receipt.

1 C. No record of any penalty assessment payment is admissible as evidence in any
2 court in any civil action.

3 **SECTION 7. FAILURE TO PAY PENALTY ASSESSMENT**

4 A. If a penalty assessment is not paid within 30 days from the date of arrest, the
5 violator shall be prosecuted for the violation charged on the penalty assessment notice in a
6 manner as if the penalty assessment notice had not been issued. Upon conviction in such
7 prosecution, the court shall impose penalties as provided for by the New Mexico Uniform Traffic
8 Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense
9 charge, and the scheduled penalty assessment shall not apply.

10 B. In addition to the prosecution provided for in Section A above, it is a
11 misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within
12 30 days from the date of arrest.

13 C. The municipal court shall notify the motor vehicle division of the state of New
14 Mexico when a person fails to pay a penalty assessment within the required period of time. The
15 motor vehicle division shall report the notice upon the driver's record and shall not renew the
16 person's license to drive until the municipal court notifies the motor vehicle division that the
17 penalty assessment, or its equivalent, as well as any additional penalties imposed are properly
18 disposed of.

19 **SECTION 8 VIOLATIONS NOT LISTED ON PENALTY ASSESSMENT SCHEDULE.**

20 This traffic violation penalty assessment schedule does not apply to traffic violations not listed
21 above which are petty misdemeanors. Such violations mandate a court appearance with a fine of
22 up to three hundred dollars (\$300) and up to 90 days in jail.

23 **Section 25. Section 12-6-12.3 of SFCC 1987 (being Ord. No. 2011-4, as amended)**
24 **is amended to read:**

25 **24-1 City of Santa Fe Uniform Traffic Ordinance.**

1 **24-1.1 Adoption of City of Santa Fe Uniform Traffic Ordinance**

2 A. The governing body hereby adopts the 2010 compilation of the city of Santa
3 Fe Uniform Traffic Ordinance ("Uniform Traffic Ordinance"). The traffic violation penalty
4 assessment schedule and the parking violation fines schedule are included in the Uniform
5 Traffic Ordinance.

6 B. Amendments to the Uniform Traffic Ordinance shall be adopted by an
7 ordinance of the governing body.

8 C. The Uniform Traffic Ordinance is a separate compilation and [~~is available for~~
9 ~~inspection during the normal and regular business hours of the city clerk~~] can be found as
10 Exhibit A at the end of this chapter. A physical copy of the Uniform Traffic Ordinance is
11 available to any individual upon request and payment of a reasonable charge as set by the city.

12 APPROVED AS TO FORM:

13 
14 _____
15 ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT**General Information:**(Check) Bill: X Resolution: _____Short Title(s): UTO Changes 2020Sponsor(s): Councilor RiveraReviewing Department(s): City Attorney's OfficeStaff Completing FIR: Kyle Hibner Date: 11/25/20 Phone: 955-5195Reviewed by City Attorney:  Date: Jan 4, 2021Reviewed by Finance Director:  Date: Jan 5, 2021**Summary:**

This Bill amends various sections of the Uniform Traffic Ordinance ("UTO"). Among the changes are adding clauses into various sections that state that a person who violates the provisions of that particular section is guilty of a penalty assessment misdemeanor. Additionally, a charge for driving while intoxicated with a minor in the vehicle is added, establishing a charge for driving with a license that has been administratively suspended, separating out a charge for driving with a license that has been revoked, allowing for the use of a mobile device to show proof of insurance, and amending the Schedule A of the UTO – the penalty assessment schedule. Finally, the Bill adds the UTO as an exhibit at the end of Chapter 24 to make it more accessible to the public.

Departments Affected:Police, City Attorney's Office, Municipal Court**Consequences of Not Enacting Legislation:**The City of Santa Fe will not have the most up-to-date language included in the Uniform Traffic Ordinance.**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**

Due to incorrect assignment of sections by the New Mexico Municipal League ("NMML"), some sections have been assigned alphabetical listings. This creates confusion in the UTO. The City Clerk has requested that the NMML recompile the UTO to correct the numbering of various sections.

Performance and Administrative Implications:

The addition of penalty assessments for specific violations removes the potential imprisonment component of punishment in most cases. The full penalty amount is more likely to be assessed in these cases as there is no possibility of jail time. The removal of possible jail time also means violations that result in criminal charges will not jeopardize violators' future efforts to seek employment. Police officers, the City Prosecutor, and Municipal Court will all need to be made aware of the changes to the UTO in order to properly issue, prosecute, and handle related violations.

Fiscal Implications:

There is an estimated negative fiscal impact as a result of specified fines for violations of various sections of the UTO. Currently, any violation not specifically listed on Schedule A of the UTO is subject to a mandatory court appearance with a fine of up to \$300 and up to 90 days in jail. In most cases, by specifying the penalty assessment in the table, the criminal component is removed and a civil citation is assessed instead. Based on prior years' citations, the following can be expected in terms of changes to revenue:

12-5-7	\$0 → \$0
12-5-10	\$0 → \$0
12-6-12.5	\$45,535 → \$18,975
12-6-12.6, 12-6-12.6(A), 12-6-12.6(B)	\$25,461 → Undetermined due to separating out different sections
12-6-12.11	\$0 → \$0
12-6-12.12	\$0 → \$0
12-10-1.12	\$502 → \$475
12-10-1.12(A)	\$393 → \$350
12-10-4	\$17,862 → \$22,288

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	<u>\$(11,102)</u>	<u>\$(22,204)</u>	<u>\$(22,204)</u>	R	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	<u>\$(11,102)</u>	<u>\$(22,204)</u>	<u>\$(22,204)</u>		

Revenue Narrative:

These numbers are estimates and actual penalty assessments will vary somewhat from the projections shown above. Please see the Fiscal Implications above for details.

Signature:  _____
Email: kjhibner@santafenm.gov

Signature: 
Email: jbguillen@ci.santa-fe.nm.us



City of Santa Fe New Mexico

Memorandum



Date: November 10, 2020

To: Quality of Life Committee, Governing Body

Via: Regina Wheeler, Public Works Department Director *RW*

From: Romella Glorioso-Moss, AICP, Public Works Projects Administrator and
BTAC Staff Liaison *RGM*

ITEM AND ISSUE:

Consideration of a resolution reestablishing the Bicycle and Trail Advisory Committee to change the name to the Bicycling and Pedestrian Advisory Committee and clarify the Committee's purpose, duties, and responsibilities in order to enhance the Committee's ability to support the City of Santa Fe in its efforts to make bicycling and walking safe, viable, and comfortable modes of transportation.

BACKGROUND AND SUMMARY:

Since its inception on September 24, 2003, the BTAC's Duties and Responsibilities as stated in the enabling legislation, Resolution No. 2003-87, have not been updated to reflect changes in priorities, approaches and goals. Specific issues that are addressed in the proposed resolution are: a) lack of clarity in the Committee's purpose as to whether or not on-road bicycle infrastructure is within its mandate, and b) inconsistencies in the Committee's duties and responsibilities.

Input was solicited from BTAC Chair, BTAC Members, Public Works Department Director, Public Works Engineering Division Director, Land Use Department Director and the Metropolitan Planning Organization Officer to update this resolution. The result is a more encompassing purpose that clearly mandates the Committee to work on improving on- and off- road bicycle and pedestrian infrastructure and a new name for the Committee, The Bicycling and Pedestrian Advisory Committee.

Staff and the Committee believe that these changes to the enabling legislation will better support achieving the goals to make bicycling and walking safe, viable, and comfortable modes of transportation in Santa Fe and to achieve a Gold rating for League of American Bicyclists as a Bicycle Friendly Community.

ACTION REQUESTED:

Approve attached Resolution No. 2020-XX.

ATTACHMENTS:

FIR

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Michael J. Garcia

Councilor JoAnne Vigil Coppler

A RESOLUTION

RE-ESTABLISHING THE BICYCLE AND TRAIL ADVISORY COMMITTEE.

WHEREAS, the Bicycle and Trail Advisory Committee (“BTAC”) was created by Resolution No. 2003-87 on September 24, 2003; and

WHEREAS, Resolution No. 2003-87 was subsequently amended by Resolution No. 2010-33, Resolution No. 2010-64, and Resolution No. 2017-46; and

WHEREAS, in 2007, the Santa Fe Metropolitan Planning Organization (SFMPO) Policy Board, of which the City of Santa Fe is a member, adopted a Complete Streets Policy, directing transportation planners and engineers to routinely plan, design, construct, operate, and maintain the entire right of way for safe access of all users, including pedestrians, bicyclists, motorists, and transit riders regardless of age, ability and mode of transportation; and

WHEREAS, in 2013, the City of Santa Fe was recognized by the League of American Bicyclists as a Silver-level Bicycle Friendly Community, and the Committee and the MPO continue to work to achieve the Gold-level by 2024 by considering the infrastructure needs of pedestrians and bicyclists in all City-led transportation projects; and

1 **WHEREAS**, the City’s Land Use Development Code requires the accommodation of
2 bicycle and pedestrian traffic along City streets as well as through off-road trails and requires all
3 new public streets to provide adequate pedestrian and bicycle facilities; and

4 **WHEREAS**, a bicycle-friendly Santa Fe can help promote improved public health through
5 active living, stimulate local and regional economic development, and achieve carbon neutrality by
6 2040 as adopted by the Governing Body in 2017; and

7 **WHEREAS**, the SFMPO’s 2019 Bicycle Master Plan, which is updated every 5 years, has
8 recognized the Committee’s critical role in identifying, prioritizing, and requesting implementation
9 by the City of 26 on-road bicycle facilities projects including designated bike lanes, striped
10 shoulders, lanes shared with motor vehicle traffic, and 80 off-road or trails improvement projects
11 including paved multi-use trails and formal or informal soft-surface paths, for all of which the City
12 serves as the lead agency; and

13 **WHEREAS**, the New Mexico Department of Transportation has defined “bicycle and
14 pedestrian infrastructure” to include bicycle lanes including protected and buffered lanes, bicycle
15 parking and storage facilities, curb extensions, intersection treatments such as bicycle boxes, stop
16 bars, lead signal indicators, landscaping, paved shoulders, pedestrian- and bicyclist-scale lighting,
17 pedestrian overpasses or underpasses, separation/buffers, shared-lane markings or sharrows,
18 sidewalks, signage especially high-visibility signage, signalized pedestrian crossings and mid-
19 block crossings, and trails or shared-use paths.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
21 **CITY OF SANTA FE, NEW MEXICO** that this Resolution re-names and re-establishes the
22 Bicycle and Trails Advisory Committee as the Bicycling and Pedestrian Advisory Committee.

23 **Section 1. NAME:** The advisory committee shall be called the Bicycling and
24 Pedestrian Advisory Committee ("Committee").

25 **Section 2. PURPOSE:** The purpose of the Bicycling and Pedestrian Advisory

1 Committee is to provide input and advice that supports the ongoing development and maintenance
2 of a transportation infrastructure that makes bicycling and walking in the City of Santa Fe safe,
3 viable, and comfortable modes of transportation, commuting, and recreation. This includes the
4 responsibility to deliberate on City projects, plans, and policies that impact both on-road and off-
5 road bicycle and pedestrian infrastructure, and to advise the Governing Body on such matters.

6 **Section 3. DUTIES AND RESPONSIBILITIES:** The Committee shall:

7 (a) Assist in the prioritization of bicycle and pedestrian infrastructure projects to be
8 completed using city, state, and federal funds, through the development of the Santa Fe
9 Metropolitan Planning Organization (“SFMPO”) Bicycle Master Plan and the SFMPO Pedestrian
10 Master plan;

11 (b) Review preliminary designs for new Public Works projects involving public
12 roadways and trails funded out of city, state, or federal sources to ensure designs comply with the
13 City's commitment to make bicycling and walking safe, viable, and comfortable modes of
14 transportation. Design plan reviews shall take place at 30% design and before plans are presented
15 to the public for comments or submitted for review to New Mexico Department of Transportation
16 (“NMDOT”);

17 (c) Advise on policies, programs, and ordinances as they relate to bicycle and
18 pedestrian infrastructure safety, design, construction, and operation and maintenance;

19 (d) Develop, review, and advise on media and educational campaigns providing
20 information and promoting bicycle- and pedestrian- related activities and education;

21 (e) Work with other agencies for the enhancement of city and county trail systems;

22 (f) Review and recommend updates to Bicycle Master Plan, Pedestrian Master Plan,
23 Metropolitan Transportation Plan, Parks Master Plan related to trails, and the City’s Land Use
24 Development Code as they pertain to bicycle and pedestrian infrastructure and associated
25 regulations;

1 (g) Seek funding from city, state, and federal sources to implement the City-led
2 projects identified in the SFMPO's 2019 Bicycle Master Plan and 2020 Metropolitan
3 Transportation Plan and consider reoccurring funding sources from the City to be applied to the
4 implementation of policies, programs, and other projects that are supported by the plans;

5 (h) Pursue the League of American Bicyclists Diamond-level Bicycle Friendly
6 Community designation for the City of Santa Fe, as well as any other local, state, or national awards
7 or designations that the City deems worthy of pursuit;

8 (i) Advise on polices, projects, ordinances, and funding as they relate to bicycling and
9 walking as safe, viable, and comfortable modes of transportation; and

10 (j) Educate the public on the work of the Committee.

11 **Section 4. MEMBERSHIP:** The Committee shall consist of a member of the City
12 Council who shall also serve as its chair, along with nine members of the public, of whom eight
13 shall be residents of the city and one who may be a resident of Santa Fe County. Recommendations
14 for members shall be made by the City Council to the Mayor, who shall appoint the committee
15 members, balancing interests among recreationists, youth and neighborhood group users,
16 commuters, and bicyclists, with Council approval. The chair may appoint subcommittees, as
17 needed, to study, in-depth, certain responsibilities assigned to the Committee and to present such
18 information to the Committee. The subcommittees shall be made up of no more than four members
19 of the Committee and three interested members of the public.

20 **Section 5. TERMS:** the public members shall be appointed for two-year staggered
21 terms. Subsequent terms shall be for two years to maintain staggering of terms. Members shall
22 serve for no longer than six (6) consecutive years. The members shall serve at the pleasure of the
23 Mayor and may be removed at any time with or without cause.

24 **Section 6. VACANCIES:** Vacancies shall be filled in the same manner as initial
25 appointments and shall be for the remainder of the term. Vacancies shall be filled as to maintain

1 the balance of interest group representation.

2 **Section 7. MEETINGS:** A quorum shall be at least six members. The Committee
3 shall also conduct all meetings in accordance with adopted City policies and procedures and shall
4 use *Robert's Rules of Order* in conducting its meetings. The committee shall meet monthly.

5 **BE IT FURTHERE RESOLVED** that this Resolution supersedes, rescinds, and replaces
6 any other resolution that created or amended the Bicycle and Trails Advisory Committee, including,
7 but not limited to, Resolution Nos. 2003-87, 2010-33, 2010-64, and 2017-46.

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

9

10

11

12

ALAN WEBBER, MAYOR

13 ATTEST:

14

15

KRISTINE MIHELICIC, CITY CLERK

17 APPROVED AS TO FORM:

18

19



ERIN K. McSHERRY, CITY ATTORNEY

21

22

23

24

25 *Legislation/2021/Resolutions/BTAC Amendments*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): BTAC Amendments

Sponsor(s): Councilors Garcia and Vigil Coppler

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 10/7/20 Phone: (505) 955-6623

Reviewed by City Attorney:  Date: Jan 11, 2021

Reviewed by Finance Director:  Date: Jan 11, 2021

Summary:

Proposed amendments to Resolution No. 2017-46 regarding the Bicycle and Trails Advisory Committee update its name and clarify the Committee's purpose, duties, and responsibilities in order to enhance the Committee's ability to support the City of Santa Fe in its efforts to make bicycling and walking safe, viable, and comfortable modes of transportation.

Departments Affected:

Public Works & Parks, Community Development, Community Health & Safety.

Consequences of Not Enacting Legislation:

If this Resolution is not enacted, work of the BTAC will be less effective in supporting successful implementation of the Bicycle and Trails Master Plan and improving multimodal infrastructure.

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

None identified.

Performance and Administrative Implications:

Current and ongoing administrative work includes drafting the Agenda, compiling the packet, recording minutes, responding to Members' emails and performing requested tasks, attending monthly meetings, and coordinating with other departments. This work averages 10-20 hours each month. The PW Engineering Division performance is pushed to prioritize bicycle and pedestrian infrastructure by this Committee. The Committee also provides review of engineering design plans for on-road & off-road bicycle infrastructure and raises issues from constituents.

Fiscal Implications:

These amendments do not change the significant work to support this Committee by Public Works, MPO, police, and Parks staff. Each meeting costs the City approximately \$2000 depending on the tasks directed by the Committee. The amendments to the BTAC resolution do not create any additional fiscal impact.

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
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____				
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:
