City of Santa Fe

AGENDA

SPECIAL MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
AUGUST 09, 20215:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the risks identified in the State's declaration of a Public Health Emergency and the Mayor's Proclamation of Emergency and the emergency orders issued to reduce those health risks, the Public Works and Utilities 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.

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/98862149082?pwd=RUp1eUNPTWJPeHJoQ3l1eU96Z01GQT09

Passcode: 431243

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

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 253 215 8782 - Webinar ID: 988 6214 9082 - Passcode: 431243**

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

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

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

a. Approval of Minutes from the July 26, 2021 Public Works and Utilities Committee.

6. **PRESENTATION/INFORMATIONAL ITEMS**

a. Update on Public Utilities Employee Training for the FY 21 4th Quarter. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

b. The Santa Fe Data Platform (Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 505-955-6033)

7. **ACTION ITEMS: CONSENT**

a. CONSIDERATION OF BILL NO. 2021-__. (Mayor Webber)
An Ordinance Authorizing the City of Santa Fe ("Borrower") to Enter into a Loan Agreement with the New Mexico Environment Department ("NMED") for the Purpose of Obtaining Project Loan Funds up to the Amount of $4,000,000 Plus Accrued Interest and Loan Subsidy Grant Funds in the Amount of $180,000 for Total Funded Amount not to Exceed $4,180,000; Designating the Use of the Funds for the Purpose Defined in the Most Current Project Description Form as Approved by NMED; Declaring the Necessity for the Loan; Providing that the Loan Will be Payable and Collectible Solely from the Borrower's Pledged Revenues Defined Below; and Prescribing Other Details Concerning the Loan and the Security Therefore. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:
Introduced: 07/14/21
Finance Committee: 08/02/21
Public Works and Utilities Committee: 08/09/21
Governing Body (request to publish): 08/11/21
Governing Body (public hearing): 09/08/21

b. CONSIDERATION OF RESOLUTION NO.2021-__. (Mayor Webber)

A Resolution Authorizing the Assignment of Authorized Officer(s) and Agent(s) for Project Number CWSRF 088. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:
Introduced: 07/14/21
Finance Committee: 08/02/21
Public Works and Utilities Committee: 08/09/21
Governing Body: 08/11/21

c. Request for Approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the Amount of $195,000 for School Cross Guard Program for Four (4) School Years; Santa Fe Public Schools. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:
Finance Committee: 08/02/2021
Public Works & Utilities Committee: 08/09/2021
Governing Body: 08/11/2021

d. Request for Approval of Resolution, Cooperative Agreements, and Budget Adjustment Request (BAR) for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding. (Thomas Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

1. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera and Councilor Abeyta)
   A Resolution Accepting A Municipal Arterial Program ("MAP") Cooperative Agreement Identified as Control Number L500473; and Accepting a Local Government Road Fund ("LGRF") Cooperative Agreement Identified as Control Number L500444 from the New Mexico Department of Transportation ("NMDOT") for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Traffic Signal Improvements, and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.
2. Request for Approval of a Municipal Arterial Program Cooperative Agreement (Munis Contract # 3202845) with the NMDOT in the Amount of $124,444 for Planning, Design, Construction, Reconstruction,

Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.

3. Request for Approval of a Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the NMDOT in the Amount of $75,833 for the Reconstruction, Pavement Rehabilitation/Improvements, Traffic Signal Improvements and Miscellaneous Improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.
4. Request for Approval of Budget Adjustment Request (BAR) to Budget NMDOT Grant Funding Into WIP Construction (ORG / OBJ - 3309980.572970) in the Amount of $150,208.

Committee Review:
Finance Committee: 08/02/2021
Public Works and Utilities Committee: 08/09/2021
Governing Body: 08/11/2021

e. Request Approval of Amendment No. 2 to the 2019 Annual Action Plan, Required by the U.S. Department of HUD that Describes Proposed Uses of CARES Act Funding in the Amount of $581,333. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868) **Committee Review:**
Finance Committee: 08/02/2021
Quality of Life Committee: 08/04/2021
Public Works Committee: 08/09/2021
Governing Body: 08/11/2021

f. Request for the Approval of the Oregon Cities Master Price Agreement for the purpose of procurement method to expend funds awarded to the Fire Department through the State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project. (Brian Moya, Assistant Fire Chief, bjmoya@santafenm.gov, (505)955-3111)

Committee Review:
Public Works & Utilities Committee: 08/09/2021
Finance Committee: 08/16/2021
Governing Body Committee: 08/25/2021

g. Request for the Approval of MOA in the Total Amount of $485,000 for funding support of the Santa Fe Film office over a four year term beginning FY22, ending June 30, 2025: Contractor: Santa Fe County; (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review:
Public Works and Utilities Committee: 8/9/2021
Finance Committee: 8/16/2021
Governing Body: 8/25/2021

h. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Cassutt and Councilor Lindell)
A Resolution Approving the Design and Installation Plan for Banners Supporting the Food Depot's Tenth Annual "Neighbor to Neighbor Fund Drive". (Jesse Guillen, Legislative Liaison; jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 07/28/21
Quality of Life Committee: 08/04/21
Public Works and Utilities Committee: 08/09/21
Governing Body: 08/11/21

i. Request for Approval of Budget Adjustment Request (BAR) in the Amount of $136,059 for the Dawson Park Project. (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 303-9502)

Committee Review:
Public Works & Utilities: 08/09/2021
Governing Body: 08/11/2021

j. Request for Approval of Professional Services Agreement with AECOM Technical Services Inc. in the amount of $1,069,436.23 including NMGRT to provide Engineering Design services to CIP #501 St. Michael's Drive – Rail Trail Underpass project. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 505-955-6623)

Committee Review:
PW&U Committee – 08/09/2021
Finance Committee – 08/16/2021

Governing Body – 08/25/2021

k. Request Approval of Budget Adjustment Request (BAR) in the Amount of $750,000 to Purchase a Plow and Sweeper to Maintain Cerrillos Road and St. Michael's Drive for which the City Assumed Maintenance Responsibilities in August 2021. (Thomas Martinez, Acting Streets Division Director, tamartinez@santafenm.gov, 955- 2006)

Committee Review:
Governing Body: 08/11/2021

8. **ACTION ITEMS: DISCUSSION**

a. Approval of Two (2) Easement Agreements Between Santa Fe County and the City of Santa Fe; for Permanent Trail, Open Space and Flood Control Within a Portion of the Richards Avenue Extension Right-of-Way and for Photovoltaic Facilities for Buckman Booster Station #4. (Zoe Isaacson, Project Administrator, zrisaacson@santafenm.gov, 955-6853 and Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:
Public Works & Utilities Committee: 08/09/2021
Governing Body: 08/11/2021

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Monday, August 23, 2021**

13. **ADJOURN**

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

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE JULY 26, 2021 AT 5:00 PM VIRTUAL MEETING

1. **CALL TO ORDER**

2. **ROLL CALL**

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

Members Excused:
None

Others Attending:
Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Alexandra Ladd, Attendee
Mark Baca, Attendee
Sam Burnett, Attendee
Melissa McDonald, Attendee
Andy Hopkins, Attendee
Bradley Fluetsch, Attendee

3. **APPROVAL OF AGENDA**

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

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

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

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

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

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

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

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Approval of Minutes from the July 12, 2021 Public Works and Utilities Committee

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

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

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

Against: None

Abstain: None

6. **PRESENTATION**

7. **ACTION ITEMS: CONSENT**

a. CONSIDERATION OF BILL NO 2021-15. (Mayor Webber)
An Ordinance Authorizing the Issuance and Sale of the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue

Bonds, Series 2021 in an Aggregate Principal Amount not to Exceed $14,745,000 for the Purpose of (1) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2010B and Maturing On and After June 1, 2022; (2) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A and Maturing On and After June 1, 2022; and (3) Paying Costs of Issuance of the Series 2021 Bonds; Calling for the Redemption of the Outstanding Series 2010B Bonds and Series 2012A Bonds; Providing that the Bonds Will be Payable and Collectible from Certain Gross Receipts Tax Revenues Distributed to the City; Approving the Selection of an Underwriter and Forms of a Preliminary Official Statement and a Paying Agent Registrar and Depositary Agent Agreement; Delegating Authority to the Mayor or, in the Mayor's Absence, the City Manager or Finance Director, to Approve the Final Principal Amount, Interest Rates and Other Details of the Bonds Within the Parameters Set Forth in this Authorizing Ordinance, and to Execute and Deliver a Bond Purchase Agreement for the Sale of the Bonds to the Underwriter; Proving for the Collection of Certain Gross Receipts Tax Revenues; Approving Certain Other Agreements and Documents in Connection with the Bonds; Ratifying Action Previously Taken in Connection with the Bonds; Repealing all Ordinances in Conflict Herewith; and Related Matters. (Mayor Webber) (Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

Committee Review:
Introduced: 06/30/21
Governing Body (Request to Publish): 07/14/21
Finance Committee: 07/19/21
Public Works and Utilities Committee: 07/26/21
Governing Body (Public Hearing): 08/11/21

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

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

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

Against: None

Abstain: None

b. Request for approval of amendments to Affordable Housing Trust Fund (AHTF) contracts awarded in response to RFP 19/24/P, RFP 20/15/P and awarded through emergency procurement (April 2020) and CDBG CARES Act funds. The purpose of the amendments is to extend the term of performance through June 30, 2022 and to add compensation (total increase of compensation is $1,553,040.00; total contract amount is $2,736,709.00). (Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868).
   a. NMCEH – Consuelo's Place (Midtown Shelter) increasing by $965,000.00, total contract amount $1,521,169.00
   b. NMCEH – Homeless Early Intervention Project increasing by $250,000.00, total contract amount $430,000.00
   c. HOUSING TRUST – Mortgage Reduction Assistance increasing by $200,000.00, total contract amount $357,500.00
   d. SFCHA – Country Club Apartment Rehabilitation term extension, increasing by $0.00, total contract amount $140,000.00
   e. LIFE LINK – Emergency Rental Assistance/Hotel Stays increasing by $138,040.00, total contract amount $288,040.00

Committee Review:
Finance Committee: 07/19/21
Quality of Life Committee: 7/21/21
Public Works and Utilities Committee: 7/26/21
Governing Body: 07/28/21

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to Item pulled off consent agenda, the items were broken up and represented by items 7c, 8d, and 7e.

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

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

Against: None

Abstain: None

c. Request for Approval of Amendment No. 1 to the Santa Fe Civic Housing Authority's Country Club Apartments Rehabilitation Project to Extend the Term of Performance through June 30, 2022. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm.gov, 505-303-9868). **Committee Review:**
Finance Committee: 07/19/2021
Quality of Life Committee: 07/21/2021
Public Works and Utilities Committee: 07/26/2021
Governing Body: 07/28/2021

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

Against: None

Abstain: None

d. Request for Approval of Contract Amendment No. 1 to the New Mexico Coalition to End Homelessness – Early Intervention Project Contract to Extend the Term of Performance through June 30, 2022 and Increase the Amount of Compensation by $250,000 for a Total Contract Amount of $430,000. (Alexandra Ladd, Director of Office of Affordable Housing; agladd@santafenm, 505-303-9868). **Committee Review:**
Finance Committee: 07/19/2021
Quality of Life Committee: 07/21/2021
Public Works and Utilities Committee: 07/26/2021
Governing Body: 07/28/2021

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

Against: None

Abstain: None

e. Request for Approval of Emergency Procurement of Consuelo's Place/NMCEH Midtown Shelter in the Amount of $965,000 to Cover 12 Months of Operations through June 30, 2022. (Alexandra Ladd, Director of Office Of Affordable Housing; agladd@santafenm.gov, 505-303-9868)
Committee Review:
Finance Committee: 07/19/2021
Quality of Life Committee: 07/21/2021
Public Works and Utilities Committee: 07/26/2021
Governing Body: 07/28/2021

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

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

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

Against: None

Abstain: None

f. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Requesting Approval of Fourth Quarter Budget Amendments and Associated New Mexico Department of Finance and Administration/Local Government Division (DFA/GD) Schedule for Fiscal Year 2020/2021. (Andy Hopkins, Acting Budget Officer, ajhopkins@santafenm.gov, 955-6177)

Committee Review
Introduced: 07/14/21
Finance Committee: 07/19/21
Public Works Committee: 07/26/21
Governing Body: 07/28/21

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to Item pulled by Councilor Vigil Coppler for discussion. Approved unanimously to forward to 7/28/2021 Governing Body.

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

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

Against: None

Abstain: None

g. Request for Approval of Acceptance of FAA Grant SAF 3-35-0037-054-2021 in the Amount of $607,296 for the Runway 2 Safety Area Grading Improvement Project. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
   1. Request for Approval of BAR to Budget Grant Funding of $607,296.

Committee Review:
Finance Committee: 07/19/21
Public Works and Utilities Committee: 07/26/21
Governing Body: 07/28/21

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

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

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

Against: None

Abstain: None

h. Request for the Approval of Amendment No. 2 to On-Call Service Contract with American Fire Protection Group, Increasing Compensation in the Amount of $1,000,000 to a New Total of $1,418,742.81 Plus NMGRT that will Expire on June 30, 2025 for Fire Safety, Monitoring and Improvement Services throughout City Facilities, American Fire Protection Group, Inc. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 955-5933)

Committee Review:

Public Works and Utilities Committee: 07/26/21
Governing Body: 07/28/21

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

Against: None

Abstain: None

i. Request for Approval of Amendment No. 2 to On-Call Service Contract with Davenport Construction Management, Increasing Compensation in the Amount of $1,000,000 to a New Total of $1,250,000 Plus NMGRT that will Expire on June 30, 2023 forGeneral Contracting Services Services throughout City Facilities, Davenport Construction Management, Inc. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 955-5933)

Committee Review:

Public Works and Utilities Committee: 07/26/21
Governing Body: 07/28/21
Governing Body: 08/02/2021

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

Against: None

Abstain: None

j. Request for the Approval of an On-Call Service Contract with National Roofing, with Total Compensation in the Amount of $1,000,000 Plus NMGRT that will Expire on June 30, 2023 for Miscellaneous Roofing Services throughout City Facilities, National Roofing, Inc. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933)
Committee Review:
Public Works and Utilities Committee: 07/26/21
Governing Body:07/28/21

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

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

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

Against: None

Abstain: None

k. Request for Approval of a Budget Amendment Request in the Amount of $2,990,000 to Address Critical Road Rehabilitation Needs Throughout the City of Santa Fe. (Mark Brooks, Streets Public Works Administrator, mebrooks@santafenm.gov, 955-0000)
Committee Review:

Public Works and Utilities Committee: 07/26/2021
Governing Body: 08/11/2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 8/2/2021 Finance Committee.

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

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

Against: None

Abstain: None

I. Request for Approval of Amendment No. 1 to the Global Management Performance Contract (Munis Contract No. 3202498) with Dalkia Energy Solutions LLC, for the City of Santa Fe Streetlight Conversion and Maintenance to Incorporate the Specifications of the Community Guided Lighting Design. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:
Public Works & Utility Committee: 07/26/21
Governing Body: 07/28/21

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to deny the contract amendment as presented.

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

For: Councilor Garcia, Councilor Vigil Coppler

Against: Councilor Rivera, Councilor Abeyta, Councilor Lindell

Abstain: None

MOTION: Councilor Abeyta 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 Rivera, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: Councilor Garcia

Abstain: None

recommendation by Councilor River to Councilor Garcia is for the amendment to be prepared on a written sheet and further discussion by the entire governing Body.

8. **ACTION ITEMS: DISCUSSION**

9. **EXECUTIVE SESSION**

10. **MATTERS FROM STAFF**

11. **MATTERS FROM THE COMMITTEE**

Councilor Vigil Coppler would like to hear more from Public Utilities Department. Chairman Rivera talking with Director Jones about each Division providing a monthly report.

12. **MATTERS FROM THE CHAIR**

13. **NEXT MEETING: August 09 2021**

14. **ADJOURN**

_____ _____

Liaison Chair

City of Santa Fe, New Mexico

MEMO

DATE: August 3, 2021

TO: Public Work/ Public Utilities Committee

FROM: Shannon Jones, Public Utilities Department Director ***SJ***

ITEM

Informational item of quarterly employee training update within the Public Utilities Department.

Utility Billing Division Training from April 2021 through June 2021(4th Quarter)			
Training	**Section**	**# Employees**	**% Attendance**
OSHA 10 Class (non supervisory)	All	10 of 30	33%
COVID-19 – SFCC class	All	11 of 30	37%
Anti-Harassment	All	23 of 30	77%
Ethical Behavior	All	23 of 30	77%
Work Place Bullying	All	23 of 30	77%
Diversity in the workplace	All	23 of 30	77%

Public Utilities Administration Training from April 2021 through June 2021(4th Quarter)			
Training	**Section**	**# Employees**	**% Attendance**
Anti-Harassment	Financial	4 of 4	100%
Ethical Behavior	Financial	4 of 4	100%
Work Place Bullying	Financial	4 of 4	100%
Diversity in the Workplace	Financial	4 of 4	100%
First Aid / CPR AED	Custodial	2 of 2	100%
Sexual Harassment in the Workplace	Director	1 of 1	100%
Diversity in the Workplace	Director	1 of 1	100%

Wastewater Management Division Training from April 2021 through June 2021(4th Quarter)			
Training	**Section**	**# Employees**	**% Attendance**
Hazard Communication and GHS: What Employees Need to Know Course-	Operations	3 of 8	38%
-Noise and Hearing Conservation (MM) COURSE-	Operations	2 of 8	25%
-Job Hazard Analysis Course-	Operations	4 of 8	50%
Arc Flash Safety: Unqualified Person Course	Operations	2 of 8	25%
Battery Safety Course	Operations	1 of 8	12%
Active Shooter On-Site: What Every Employee Should Do (MM) Course	Operations	2 of 8	25%
-Lockout/Tagout: Affected Employees Course-	Operations	2 of 8	25%
Working in Hot Conditions (MM) Course	Operations	1 of 8	12%
-New Employee Safety Orientation Course-	Operations	2 of 8	25%
Contractor Safety Course	Maintenance	1 of 2	50%
Avoiding Back Injuries Course	Maintenance	1 of 2	50%
Avoiding Exposure to Bloodborne Pathogens Course	Collections	5 of 6	83%
Compressed Gas Cylinder Safety	Collections	1 of 6	16&
Process Safety Management Course	Collections	1 of 6	16%
Acute Respiratory Illness Pandemics: Prevention and Response Course	Collections	1 of 6	16%
First Aid/CPR	Collections	5 of 6	83%
Work zone Safety/Flagger	Collections	5 of 6	83%
Electrical Training Awareness	Collections	6 of 6	100%
Leadership Power Skills for Supervisors	Collections	3 of 6	50%
Anti-Harassment	Admin	4 of 4	100%
Work Place Bullying	Admin	4 of 4	100%
Diversity	Admin	4 of 4	100%
Ethical Behavior	Admin	4 of 4	100%
Sexual Harassment	Admin	4 of 4	100%
RCAC - Mechanical Systems & Valve Series	Admin	4 of 4	100%
Defensive Driving	Admin	1 of 1	100%

Environmental Service Division Training from April 2021 through June 2021(4th Quarter)			
Training	**Section**	**# Employees**	**Percent Attendance**
Backing Safety	All	36 of 47	77%
Lock-out Tag-out	All	30 of 47	64%
Osha Industrial Hygene	Maintenance	1	Lawrence Garcia
CPR First Aid	Management	1	Eric Lucero
Confined Space	All	42 of 47	89%
Helping an Injured Co-Worker	All	43 of 47	92%
Distracted Driving	All	37 of 47	79%
Slow Down to Get Around	All	40 of 47	85%
Handling Hot Loads	All	47 of 47	100%
Anti-Harassment	All	22 of 47	47%
Work Place Bullying	All	24 of 47	51%
Diversity	All	24 of 47	51%
Ethical Behavior	All	23 of 47	49%
Sexual Harassment	All	23 of 47	49%

Water Division Training from April 2021 through June 2021(4th Quarter)			
Training	**Section**	**# Employees**	**% Attendance**
OHSA, Inspections, Citations, Penalties	Source of Supply	16 of 16	100%
Contractor Safety	Source of Supply	16 of 16	100%
Understanding Safety Data Sheets	Source of Supply	16 of 16	100%
Back Injury Prevention	Transmission & Distribution	14 of 20	70%
PPE	Transmission & Distribution	17 of 20	85%
Heat Stress	Transmission & Distribution	17 of 20	80%
OSHA & General Duty Clause	Engineering	9 of 11	82%
Personal Protective Equipment	Engineering	11 of 11	100%
Heat Stress	Engineering	8 of 11	89%
OSHA & General Duty Clause	Water Conservation	5 of 5	100%
COVID-19 & The Workplace	Water Resources	3 of 3	100%
Personal Protective Equipment	Water Resources & Conservation	6 of 8	75%
Heat Stress	Water Resources & Conservation	7 of 8	88%
Fire Prevention, First Aid, CPR, AED, & others	Buckman Direct Diversion	36 of 28	100%
Fire Extinguishers, First Aid	Buckman Direct Diversion	41 of 28	100%
Job Hazard Analysis; COVID-19, & others	Buckman Direct Diversion	35 of 28	100%

City of Santa Fe New Mexico
Memorandum

Date: July 27, 2021

To: Finance Committee, Public Works and Utilities Committee, and Governing Body

Via: Regina Wheeler, Public Works Department Director RW

From: Melissa McDonald, RLA, Acting Parks Director/River and Watershed Manager MMc
Zoë Isaacson, River and Watershed Project Administrator ZRI

ITEM AND ACTION: Approval of ordinance authorizing execution of Clean Water State Revolving Fund loans of up to $4,180,000 for priority stormwater improvement projects identified in the Stormwater Management Strategic Plan.

BACKGROUND: As called for in the Stormwater Management Strategic Plan adopted by the Governing Body in 2019, the River and Watershed section worked with NMED to secure an offer for Clean Water State Revolving Fund (CWSRF) loans for construction of priority stormwater improvement projects (see attached offer letter).

This loan will be used for projects intended to prevent further degradation of the riparian corridor and contributing drainages. Specifically, this money is anticipated to be used to fund the following projects:

- The Santa Fe River Repairs Phase 3: bank stabilization and plantings downstream of Ricardo Bridge to repair damaged from 2018 flood (estimated construction and construction management costs: $920,000.00)
- Arroyo de los Pinos (3 sites): bank stabilization, channel grade control and repair of failures caused by 2018 flood (estimated cost for all three projects, construction and construction management: $ 3,100,000.00)

The listed projects will be 100% designed at time of loan acceptance and loan funds will be used for construction. Actual loan agreements will be provided once bids for construction of the projects have been secured so that the loan amounts will be for the construction costs. The loan package also includes an interest rate of 1% and a federal subsidy grant of $180,000. Stormwater Management Fee revenues will be pledged to repay the loan.

In order to do so, the City must maintain a debt service coverage ratio of no less than 1.2 and must also obtain the written consent of the NMED before issuing additional obligations secured by the pledged revenues. The final maturity date on the loan shall not extend beyond the agreed upon useful life of the project. Money will be budgeted on a project-by-project basis, with an amount not to exceed $4,000,000.00. Loan repayment plans range from 10 to 30 years and are negotiated at the time of execution of the loan, but may not extend beyond the useful life of the project. The

Loan must be repaid in substantially equal annual installments in the agreed upon amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project.

Pending the time to complete city internal processes, including acceptance of the city's FY20 audit, construction is tentatively scheduled to begin in November 2021.

ATTACHMENTS:
Ordinance
Fiscal Impact Report
Exhibit A – Location Map of Projects Listed
Exhibit B – NMED Offer Letter
Exhibit C – City Attorney Opinion

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AUTHORIZING THE CITY OF SANTA FE ("BORROWER") TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT ("NMED") FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS UP TO THE AMOUNT OF $4,000,000 PLUS ACCRUED INTEREST AND LOAN SUBSIDY GRANT FUNDS IN THE AMOUNT OF $180,000 FOR A TOTAL FUNDED AMOUNT NOT TO EXCEED $4,180,000; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER'S PLEDGED REVENUES DEFINED BELOW; AND PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFORE.

Capitalized terms used in the following preambles are defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the Borrower is a legally and regularly created public body organized under

the general laws of the State of New Mexico ("State"); and

WHEREAS, the Borrower now owns, operates, and maintains a public utility, which includes a system for disposing of wastes by surface and underground methods; and

WHEREAS, the present System is insufficient and inadequate to meet the needs of the Borrower; and

WHEREAS, the Loan Agreement and Note are required to be payable solely from the Pledged Revenues; and

WHEREAS, the loan and grant subsidy funds for this Project are proposed to include funds from a one-time federal grant to the NMED from the Environmental Protection Agency ("EPA"); and

WHEREAS, the Project is subject to specific requirements of the federal grant; and

WHEREAS, the Borrower has the following previous obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #	Principal Amount Outstanding at 06/30/2021 (use the most current fiscal year end date)	Is the listed funding source superior, subordinate or on parity with this funding?
	None	

WHEREAS, in order to receive the loan funds the Governing Body of the Borrower must determine that it is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE BORROWER:

Section 1. DEFINITIONS. As used in the Ordinance, the following terms shall have the

meanings specified below, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined):

Act means the general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the governing body of the Borrower relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statutes of the State.

Annual Audit or Single Audit means the financial statements of the Borrower as of the end of each Fiscal Year, audited by an Independent Accountant, consistent with the federal Single Audit Act and the State Auditor's rules.

Authorized Officer means the Borrower's mayor, chief administrative officer, or other officer or employee of the Borrower as designated by the Borrower's Resolution No. 2021-__ adopted by the governing body of the Borrower, as amended.

Borrower means the entity requesting funds pursuant to the Act.

Fiscal Year means the twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year or the System.

Funds means loan and Loan Subsidy Grant funds.

Governing Body of the Borrower means the city of Santa Fe governing body.

Loan means loan of funds from NMED made pursuant to the Loan Agreement.

Loan Agreement means the loan agreement between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the final loan agreement which shall state the final amount the NMED loaned to the Borrower, which shall be executed upon completion of the Project and dated on the date of

execution.

Loan Subsidy Grant means a sub-grant of funds to the Borrower from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the Borrower under the Loan Agreement and Note.

NMSA means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

Note means the interim and final promissory notes issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to the Ordinance and Loan Agreement.

Operation and Maintenance means all reasonable and necessary current expenses of the System, paid or accrued, relating to operating, maintaining and repairing the System.

Ordinance means this Ordinance as amended or supplemented from time to time.

Parity Bonds or Parity Obligations means revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations as listed in this Ordinance.

Pledged Revenues means stormwater fees imposed by the City of Santa Fe as provided in Chapter 13-1-5 of the Santa Fe City Code 1987.

Project means the most current NMED approved Project Description listed on the Project Description Form on file with NMED.

Project Completion Date means the date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

Regulations means regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 – 20.7.7 NMAC.

Subordinate Obligations means other obligations payable from the Pledged Revenues

issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement and Note as may be listed in this Ordinance.

System means the stormwater drainage improvements owned and operated by the City of Santa Fe.

Section 2. RATIFICATION. All action heretofore taken (not inconsistent with the provisions of the Ordinance) by the Governing Body, the officers, and employees of the Borrower, directed toward the Loan Agreement and the Note, is hereby ratified, approved and confirmed.

Section 3. FINDINGS. The Governing Body of the Borrower hereby declares that it has considered all necessary and relevant information and data and hereby makes the following findings:

A. The execution and delivery of the Loan Agreement and the Note pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower and will result in savings of finance costs to the Borrower.

B. The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

C. The Project is and will be part of the System.

D. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. SYSTEM. The System shall continue to constitute a stormwater management system and shall be operated and maintained as such.

Section 5. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note is hereby authorized at a cost not to exceed the principal Loan amount of Four Million Dollars ($4,000,000) and the Loan Subsidy Grant amount of One Hundred and Eighty

Thousand Dollars ($180,000) excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 6. AUTHORIZATION OF LOAN AGREEMENT.

A. For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the residents of the Borrower and acquiring the Project, it is hereby declared necessary that the Borrower, pursuant to the Act and the Regulations execute and deliver the Loan Agreement and Note, and the Borrower is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The principal Loan amount of the Note shall not exceed Four Million Dollars ($4,000,000) plus accrued interest without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower, and the annual interest rate on that principal amount shall not exceed one percent (1%) per annum. Interest shall be computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365-day year, actual number of days lapsed. The final maturity date on the Note shall not extend beyond the agreed upon useful life of the project. The Loan shall be repaid in substantially equal annual installments in the amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project. The Borrower must maintain a debt service coverage ratio of no less than 1.2 and must also obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

B. The Borrower is hereby authorized to accept a Loan Subsidy Grant under the terms of the Loan Agreement. The Loan Subsidy Grant amount shall not exceed One Hundred Eighty Thousand Dollars ($180,000) without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower. By accepting a Loan Subsidy Grant, the Borrower is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the

Borrower is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED.

C. The form of the Loan Agreement and the Note are approved. The Mayor hereby authorized and directed to execute and deliver the Loan Agreement and the Note and any extensions of or amendments to any such document to be executed after completion of the Project, or any substitution therefore, with such changes therein consistent with the Ordinance and as shall be approved by an Authorized Officer whose execution thereof, or any extension thereof, or substitution therefore, in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

D. From and after the date of the initial execution and delivery of the Loan Agreement and the Note, Authorized Officers, agents and employees of the Borrower are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance, the Loan Agreement and the Note.

Section 7. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and the Note and all payments thereon shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreement and the Note except the Pledged Revenues. The Loan Agreement and the Note shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues the income from which is so pledged.

Section 8. OPERATION OF PROJECT. The Borrower will operate and maintain the Project so that it will function properly over its structural and material design life.

Section 9. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

Section 10. APPLICATION OF REVENUES.

A. **OPERATION AND MAINTENANCE**. So long as the Loan Agreement and the Note are outstanding, either as to principal or interest, or both, the Borrower shall pay for the operation and maintenance expenses of the System, approved indirect charges and any amounts for capital replacement and repair of the System as incurred.

B. **PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S)**. The Borrower shall pay the principal, interest and administrative fees (if applicable) of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.

C. **EQUITABLE AND RATABLE DISTRIBUTION**. Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement and the Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.

D. **SUBORDINATE OBLIGATIONS**. The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement and the Note. Thereafter, Pledged Revenues shall be applied to the payment of the amounts due on subordinate obligations, if any.

Section 11. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged

Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Note and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

Section 12. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

Section 13. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

A. The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

B. Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement (other than a default described in the previous clause of this section) for 60 days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

UPON OCCURRENCE OF DEFAULT:

A. The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment of the Note.

B. If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan and Loan Subsidy Grant disbursed to the Borrower from NMED.

C. The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

Section 14. ENFORCEMENT; VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 15. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section 16. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of

default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment on the Note promptly as the same become due. All proceeds derived from the System, so long as the Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreement.

Section 17. TERMINATION. When all obligations under the Loan Agreement and Note have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other obligations of the Borrower under the Ordinance shall be discharged. The principal amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 18. AMENDMENT OF ORDINANCE. Following execution and delivery of the Note and Loan Agreement, this Ordinance may be amended with the prior written consent of the NMED.

Section 19. ORDINANCE IRREPEALABLE. After the Loan Agreement and Note have been executed and delivered, the Ordinance shall be and shall remain irrepealable until the Note has been fully paid, terminated and discharged, as provided in the Ordinance.

Section 20. SEVERABILITY CLAUSE. If any section, paragraph, clause, or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 21. REPEALER CLAUSE. All bylaws, orders, and Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or Ordinance, or part thereof, heretofore repealed.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Clean Water State Revolving Loan Acceptance


River Repair at Don Jose Outfall
CAMINO ALIRE
NAZARIO ST
HICKOX ST
CAMINO DE LA VUELTA
CALLEJON EMILIA
AVENIDA CRISTOBAL COLON
CAMINO LA CANADA
AGUA FRIA ST
MONTANO ST
POTENCIA ST
CERRILLOS RD
ACEQUIA DE LAS JO


Arroyo De Los Pinos (3 Sites)
Site 1
Site 2
Site 3
SIRINGO RD
CERRILLOS RD
CALLE PRINCESA JUANA
CALLE CABALLERO
SIRINGO RONDO S
SIRINGO RONDO E
CAMINO PRINCIPE
CAMINO CARLOS REY
CALLE CEDRO
PONDEROSA LN
PASEO DE LOS CHAMISOS
CAMINO RANCHO SIRINGO
BELLAMAH DR
AVENIDA CHAPARRAL
RICHARDS AVE

June 30, 2021

Melissa McDonald, River and Watershed Manager
City of Santa Fe
500 Market Street Ste 200
Santa Fe, New Mexico 87501

RE: 2021 Clean Water State Revolving Loan Fund proposed financing for projects included in City of Santa Fe's Stormwater Management Capital Improvement Plan.

Dear Melissa McDonald:

The New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) has reviewed the above referenced project application. We are pleased to provide the City of Santa Fe (City) with the following funding offer:

CWSRF Loan at 1% Interest Not to Exceed	$4,000,000.00
CWSRF Grant Subsidy Funding Not to Exceed	$180,000.00
Total Loan/Grant Subsidy Funding Not to Exceed	$4,180,000.00

The loan term is up to 30 years based on the weighted average useful life of the project; a shorter amortization can also be accommodated. The loan term is not required up front but at the time the final loan agreement is executed.

We respectfully request a response by August 6, 2021 If you accept the offer, please reply by email. If you have any questions or need any additional information, please don't hesitate to e-mail me at Judi.Kahl@state.nm.us. We look forward to working with the City on this project.

Sincerely,

Judith L. Kahl
Digitally signed by Judith L. Kahl
Date: 2021.06.30 10:41:39 -06'00'

Judith L. Kahl, P.E.
Bureau Chief, NMED Construction Programs Bureau

cc: Brad Fluetsch, Cash & Investment Manager, City of Santa Fe
Zoe Isaacson, River and Watershed Project Administrator, City of Santa Fe
Andrea Telmo, P.E., NMED CPB Project Manager
Rhonda Holderman, Financial Manager, Loans and Grants
Tye Franz, NMED CPB Loan Section Manager

FIR No. 3320

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: X

Short Title(s): Clean Water State Revolving Loan Fund and Loan Signatory Authority

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works Department/Finance Department

Staff Completing FIR: Melissa A. McDonald Date: 4/12/21 Phone: 955-6849

Reviewed by City Attorney: Date: Jul 29, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Aug 2, 2021

Alexis Lotero, Assistant Finance Director (Aug 2, 2021 08:55 MDT)

Summary:
The Bill authorizes the City to enter into a loan agreement with NMED for a $4M loan plus $180k in federal grant funds for various stormwater management projects throughout the City. The related Resolution specifies who the authorized officers and agents are within the City who are able to sign the various documents associated with the loan agreement and promissory note.

Departments Affected:
The Public Works Department (River and Watershed Section), Finance Department (Purchasing Division) and City Attorney's Office.

Consequences of Not Enacting Legislation:
Not enacting this legislation would prevent the River and Watershed Section from adequately addressing stormwater management as described in the City's 2019 Stormwater Management Strategic Plan (adopted unanimously by the Governing Body). Within that plan, a strategy was identified to obtain low-interest rate loans or bonds to fund stormwater management projects. The Clean Water State Revolving Loan is one such low-interest rate loan.

Performance and Administrative Implications:
The City has an estimated $30 million dollars in capital improvement projects that are necessary for stormwater management over the next 20 years. Additionally, the River and Watershed Section anticipates receiving a new MS4 permit, which regulates stormwater and requires expenditures. This legislation will cover the first phase of the identified $4 million dollars of projected work. The work would include previous damage caused by floods, pollution prevention, deferred maintenance, infrastructure repairs and replacements, and new stormwater management projects.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2019-35 Stormwater Fee Schedule

Fiscal Implications:
As per the City's Stormwater Management Strategic Plan and Ordinance No. 2019-35, which increased the stormwater service charge, the upfront costs of large projects can be deferred over time at a 1% interest rate.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$1,000,000	$1,180,000	$2,000,000		NR	231	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$1,000,000	$1,180,000	$2,000,000				$4,180,000

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

Expenditure Narrative:

Monies from the stormwater revenue funds will provide debt service for capital improvement construction projects. The River and Watershed Section will oversee these projects. Federal grants of $180,000 are estimated to be awarded in FYE 23, but actual expenditure of those funds may take place in FYE 23 and FYE 24.

Revenue

Revenue Type	FYE 22	FYE 23	FYE _24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$180,000	$		
Other	$1,000,000	$1,000,000	$2,000,000	NR	231
Total	$1,000,000	$1,180,000	$2,000,000		

Revenue Narrative:

The City of Santa Fe will receive $4 million in project loans to be paid down with stormwater utility service charge revenues over a 15-year period at an interest rate of 1%. The $180k in federal grants will not be provided to the City until 35% (roughly $1.4M) of the loan funds are expended. This is expected to occur in FYE23.

Signature: Regina Wheeler
Regina Wheeler (Jul 28, 2021 12:27 MDT)

Email: rawheeler@santafenm.gov

Signature: Melissa A. McDonald
Melissa A. McDonald (Jul 28, 2021 06:52 MDT)

Email: mamcdonald@santafenm.gov

Signature:
Zoe Isaacson (Jul 27, 2021 11:40 MDT)

Email: zrisaacson@santafenm.gov

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

CONSIDERATION OF BILL NO. 2021-__. (Mayor Webber) An Ordinance Authorizing the City of Santa Fe ("Borrower") to Enter into a Loan Agreement with the New Mexico Environment Department ("NMED") for the Purpose of Obtaining Project Loan Funds up to the Amount of $4,000,000 Plus Accrued Interest and Loan Subsidy Grant Funds in the Amount of $180,000 for Total Funded Amount not to Exceed $4,180,000; Designating the Use of the Funds for the Purpose Defined in the Most Current Project Description Form as Approved by NMED; Declaring the Necessity for the Loan; Providing that the Loan Will be Payable and Collectible Solely from the Borrower's Pledged Revenues Defined Below; and Prescribing Other Details Concerning the Loan and the Security Therefore. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee	**Review:**
Introduced:	07/14/21
Finance Committee:	08/02/21
Public Works and Utilities Committee:	08/09/21
Governing Body (request to publish):	08/11/21

Governing Body (public hearing): 08/25/21Request for the Approval of Budget Amendment Resolution and Memorandum of Understanding (MOU)- Agreement between Santa Fe County and the City of Santa Fe for the Local DWI Grant Fund in the Total Amount of $40,000. (Santa Fe County); (Thomas Grundler, Lieutenant: tjgrundler@santafenm.gov, 505-955-5359)

Committee	**Review:**
Finance Committee:	08/02/2021
Quality of Life Committee:	08/04/2021

Governing Body Committee: 08/11/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

CONSIDERATION OF RESOLUTION NO.2021-__. (Mayor Webber) A Resolution Authorizing the Assignment of Authorized Officer(s) and Agent(s) for Project Number CWSRF 088. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee	**Review:**
Introduced:	07/14/21
Finance Committee:	08/02/21
Public Works and Utilities Committee:	08/09/21
Governing Body: 08/11/21	

Committee	**Review:**
Finance Committee:	08/02/2021
Quality of Life Committee:	08/04/2021

Governing Body Committee: 08/11/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S) FOR PROJECT NUMBER CWSRF 088.

WHEREAS, the Governing Body of the City of Santa Fe of Santa Fe County of the State of New Mexico intends to enter into a Loan Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Loan Agreement will be in the amount of $4,000,000 to be used for various stormwater management projects throughout the City; and

WHEREAS, the Agreement is authorized for a project identified as Project Number CWSRF 088.

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

1. Mayor Alan Webber, or successor is authorized to sign the Loan Agreement and Promissory Note for this project; and

2. Jarel LaPan Hill, City Manager, or successor is the AUTHORIZED OFFICER who

is authorized to sign all other documents necessary to fulfill the Loan Agreement and the Promissory Note requirements (Borrower's Intention, Project Description, Budget, Reimbursement Requests) and to act as the project contact; and

3. Mary McCoy, Finance Director, or successor is the SIGNATORY AUTHORITY who is authorized to sign reimbursement requests for this project.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTIN MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/NMED Loan Signatory Authority

FIR No. 3320

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: X

Short Title(s): Clean Water State Revolving Loan Fund and Loan Signatory Authority

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works Department/Finance Department

Staff Completing FIR: Melissa A. McDonald Date: 4/12/21 Phone: 955-6849

Reviewed by City Attorney: Date: Jul 29, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Aug 2, 2021

Alexis Lotero, Assistant Finance Director (Aug 2, 2021 08:55 MDT)

Summary:
The Bill authorizes the City to enter into a loan agreement with NMED for a $4M loan plus $180k in federal grant funds for various stormwater management projects throughout the City. The related Resolution specifies who the authorized officers and agents are within the City who are able to sign the various documents associated with the loan agreement and promissory note.

Departments Affected:
The Public Works Department (River and Watershed Section), Finance Department (Purchasing Division) and City Attorney's Office.

Consequences of Not Enacting Legislation:
Not enacting this legislation would prevent the River and Watershed Section from adequately addressing stormwater management as described in the City's 2019 Stormwater Management Strategic Plan (adopted unanimously by the Governing Body). Within that plan, a strategy was identified to obtain low-interest rate loans or bonds to fund stormwater management projects. The Clean Water State Revolving Loan is one such low-interest rate loan.

Performance and Administrative Implications:
The City has an estimated $30 million dollars in capital improvement projects that are necessary for stormwater management over the next 20 years. Additionally, the River and Watershed Section anticipates receiving a new MS4 permit, which regulates stormwater and requires expenditures. This legislation will cover the first phase of the identified $4 million dollars of projected work. The work would include previous damage caused by floods, pollution prevention, deferred maintenance, infrastructure repairs and replacements, and new stormwater management projects.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2019-35 Stormwater Fee Schedule

Fiscal Implications:
As per the City's Stormwater Management Strategic Plan and Ordinance No. 2019-35, which increased the stormwater service charge, the upfront costs of large projects can be deferred over time at a 1% interest rate.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$1,000,000	$1,180,000	$2,000,000		NR	231	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$1,000,000	$1,180,000	$2,000,000				$4,180,000

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

Expenditure Narrative:

Monies from the stormwater revenue funds will provide debt service for capital improvement construction projects. The River and Watershed Section will oversee these projects. Federal grants of $180,000 are estimated to be awarded in FYE 23, but actual expenditure of those funds may take place in FYE 23 and FYE 24.

Revenue

Revenue Type	FYE 22	FYE 23	FYE _24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$180,000	$		
Other	$1,000,000	$1,000,000	$2,000,000	NR	231
Total	$1,000,000	$1,180,000	$2,000,000		

Revenue Narrative:

The City of Santa Fe will receive $4 million in project loans to be paid down with stormwater utility service charge revenues over a 15-year period at an interest rate of 1%. The $180k in federal grants will not be provided to the City until 35% (roughly $1.4M) of the loan funds are expended. This is expected to occur in FYE23.

Signature: Regina Wheeler
Regina Wheeler (Jul 28, 2021 12:27 MDT)

Email: rawheeler@santafenm.gov

Signature: Melissa A. McDonald
Melissa A. McDonald (Jul 28, 2021 06:52 MDT)

Email: mamcdonald@santafenm.gov

Signature:
Zoe Isaacson (Jul 27, 2021 11:40 MDT)

Email: zrisaacson@santafenm.gov

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

Request for Approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the Amount of $195,000 for School Cross Guard Program for Four (4) School years; Santa Fe Public Schools; (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee	**Review:**
Finance Committee	– 08/02/2021
Public Works & Utilities Committee	– 08/09/2021
Governing Body	– 08/11/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

CITY OF SANTA FE, NEW MEXICO
MEMORANDUM

Date: July 6, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Jul 8, 2021 16:59 MDT)
Regina Wheeler, Public Works Department Director

From: Javier Rosado, Engineering Division Director Javier Rosado

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ITEM & ISSUE:

Request for the approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the amount of $195,000 for School Cross Guard Program for Four (4) School years; Santa Fe Public Schools; (Javier Rosado, jhrosado@santafenm.gov;955-6638)

BACKGROUND & SUMMARY:

The City of Santa Fe and the Santa Fe Public Schools (SFPS) have jointly administered the School Crossing Guard program for the past 30 years. For the first 25 years, the City of Santa Fe administered the program, receiving reimbursement from the SFPS for half of what it costs to run the program.

In FY 12/13, the City of Santa Fe and the SFPS agreed to transfer the administrative responsibilities to the SFPS, initially the City of Santa Fe agreed to reimburse the SFPS an amount no to exceed $175,000 for documented costs incurred in administering the program. This amount of $175,000 is based on what the City's actual costs were in the last three years we ran the program. These actual costs were:

FY 09/10 - $174,709.74
FY10/11 - $151,170.62
FY 11/12 - $179,575.83
FY 12/13 – $175,000.00

In the past fiscal years, the City of Santa Fe reimbursed SFPS to the following amounts:
FY 13/14 – $127,877.37
FY 14/15 – $169,093.58
FY 15/16 – $175,000
FY 16/17 – $175,000
FY 17/18 – $185,000
FY 18/19 –$185,000
FY 19/20 - $185,000
FY 20/21 - $88,669.24 (Due to COIVD-19)

The proposed MOU will continue to assign administrative responsibilities of the School Cross Guard program to the SFPS for four (4) school year (FY 21/22, FY 22/23, FY 23/24, and FY 24/25). The Santa Fe Public School has informed that there have been increases of cost for guard services of 18.5% from 2018 to 2019 and another increase of 15.75% from 2019 to 2020 (See attached email from Mario Salbidrez). The SFPS has asked to increase the amount the City is responsible for reimbursing by $10,000 for a total of $195,000. This increase accounts primarily for increasing the number of locations cross-guards are provided from 32 to 35. The Public Works Department feels that increasing the reimbursement amount by just over 5% is a reasonable request.

PRO/CUREMENT METHOD:

The procurement method is a Memorandum of Agreement which expires on June 30, 2025

CONTRACT NUMBER:

The Munis Contract Number is 3200001

FUNDING SOURCE:

The funding source is:

Fund Name / Number: General Fund / Fund 100
Munis Org Name/Number: Engineering Admin /1000411
Munis Object Name / Number: Other Consulting /510340

ACTION REQUESTED:

The Public Works Department respectfully requests your review and approval for this MOA with the Santa Fe Public Schools.

21-22-875-61-3

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE PUBLIC SCHOOLS
AND
THE CITY OF SANTA FE, NEW MEXICO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Public Schools (the "SFPS"). The date of this Agreement shall be the date when it is executed by the City and SFPS, whichever occurs last.

WHEREAS, for the past approximately twenty five years, the City and SFPS have agreed that it is in the best interests of the City and the SFPS to jointly administer the School Crossing Guard program because both parties have the same goal of ensuring that SFPS elementary school children safely cross the City's streets in order to get to school; and

WHEREAS, in the recent past, the City has provided administrative support services and hired City employees to staff the School Crossing Guard program; and

WHEREAS, for the specified three fiscal years, the SFPS reimbursed the City for ½ of the City's actual costs as follows: FY 21/22 - $195,000; FY 22/23 - $195,000; and projected amount for FY 23/24 - $195,000 and

WHEREAS, for FY 24/25, the City reimbursed the SFPS $195,000; and

WHEREAS, the SFPS has informed the City that it desires to continue the responsibility for administering the School Crossing Guard program entirely. and

WHEREAS, the City agrees to continue to assign the responsibility for administering the School Crossing Guard Program to the SFPS and to partially reimburse SFPS' actual costs in administering the Program.

THEREFORE, the City and the SFPS agree that in order to administer, operate and establish provisions for the School Crossing Guard Program and to maintain traffic control devices within City right of way, each party shall be bound by the following terms:

1. SCOPE OF SERVICES AND RESPONSIBILITIES

A. The City shall:

(1) Maintain traffic control devices contained within City right of way, including the following:

(a) Signs related to the control of traffic and pedestrians (i.e., School Crossing signs, Stop signs, Do Not Enter signs, etc.).

(b) Pavement markings such as lane lines, stop bars, and arrows.

(c) School flashers.

B. The SFPS shall:

(1) Administer the School Crossing Guard Program, including, without limitation, the following:

(a) Hiring, supervising, disciplining, and terminating employees (the "Personnel").

(b) Training and supervising Personnel.

(c) Providing equipment and supplies (i.e., uniforms, safety equipment, vehicle costs, mileage, etc.).

(d) Compensating Personnel.

(e) Arranging for substitute personnel during absences.

(f) Placing Crossing Guards.

(g) Should SFPS decide to sub-contract to cover any of the above duties, whether in its entirety or partially, through contracts with private entities, SFPS would remain responsible for the administration of the program in its entirety.

(2) Provide the City with school times prior to each school year for the purpose of programming the school

flashers. Notify the City within 5 working days prior to any changes to school times.

C. Both the City and SFPS agree:

(1) The SFPS will serve as fiscal agent for the Program. The SFPS shall maintain a separate accounting of all expenditures of the Program, including but not limited to, invoices, contracts, and expenditures to sub-contractors.

2. COMPENSATION

A. SFPS and The City shall include sufficient funds within their respective annual operating budgets to support the anticipated expenditures of the Program.

B. The City shall pay SFPS for its documented costs incurred in administering the Program in an amount of one hundred ninety-five dollars and zero cents ($195,000.00)per fiscal year, for fiscal years 2021/2022, 2022/2023, 2023/2024 and 2024/2025, which amount shall be paid out in installments, upon quarterly requests for payment from the SFPS.

3. TERM

This Agreement shall terminate on June 30, 2025, unless terminated sooner pursuant to Article 4 below.

4. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination.

B. However, this Agreement may not be terminated during any school year, so as not to interrupt the need to provide crossing guards for school-age children during the school year.

C. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. STATUS OF CONTRACTOR

Neither party's agents and employees shall accrue leave, retirement, insurance, bonding, use of the other party's vehicles, or any other benefits afforded to the other party's employees as a result of this Agreement.

6. CONFIDENTIALITY

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

7. CONFLICT OF INTEREST

Both parties warrant 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 or services required under this Agreement.

8. ASSIGNMENT; SUBCONTRACTING

Neither party shall 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 other party.

9. RELEASE

Both parties release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The parties agree not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

10. 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 SFPS. 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.

11. RECORDS AND AUDIT

The SFPS shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City. 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 illegal payments.

12. APPLICABLE LAW; CHOICE OF LAW; VENUE

This Agreement shall be governed by the ordinances of the city of Santa Fe and the laws of the state of New Mexico.

13. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto. The parties expressly agree that the Program is dynamic in nature with regard to the number of crossing guards needed in order to provide for the safety of school-bound children, and agree that the decision to increase or decrease as circumstances warrant upon mutual agreement of the City Manager, on behalf of the City, and the Superintendent, on behalf of SFPS, without requiring formal written amendments to this Agreement and without violating the terms of this Agreement.

14. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in SFPS 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.

16. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three

business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U. S. Postal Service.

CITY: Jarel LaPlan, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

SFPS: Superintendent
Santa Fe Public Schools
610 Alta Vista Street
Santa Fe, New Mexico 87501

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

SANTA FE PUBLIC SCHOOLS:

Dr. Veronica C. Garcia,
SUPERINTENDENT

DATE: 6-15-21

CITY OF SANTA FE:

_____

Alan Webber, MAYOR

DATE: _____

ATTEST:

_____

CITY CLERK

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

DATE:_____

ATTEST:

_____
Kristine Bustos Mihelcic,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 15:31 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
Mary McCoy,
DIRECTOR FINANCE DEPARTMENT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200001**

Contractor: **Santa Fe Public Schools (SFPS)**

Description: **MOA - School Cross Guard Program for four (4) years in the amount of $195,000.00**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **08/01/2021** Term End Date: **06/30/2025**

☑ Approved by Council Date: **TBD**

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:** **Four (4) Year Agreement**

Fran Dunaway (Jul 16, 2021 09:28 MDT) — Jul 16, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **100** - General Fund **Org / Object:** **1000411/510310**

Andy Hopkins (Jul 16, 2021 09:50 MDT) — Jul 16, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Amanda Archuleta** Phone # **955-6631**

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Risk Services	
Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 4110 Old Taos Highway Santa Fe, NM 87501	INSURER B : Safety National	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0024	07/01/2021	07/01/2022	EACH OCCURRENCE	$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Tort Limit
							MED EXP (Any one person)	$ Tort Limit
							PERSONAL & ADV INJURY	$ Tort Limit
							GENERAL AGGREGATE	$ Tort Limit
							PRODUCTS - COMP/OP AGG	$ Tort Limit
							Maximum Liability	$ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=$750K.
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

City of Santa Fe, Office of Economic Development
500 Market Street Station
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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MOA - Santa Fe Public Schools (Cross Guard Program)

Final Audit Report 2021-07-16

Created:	2021-07-16
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdCaeC1BMiHXm_I6QZIkCWpk_wnFhY0P3

"MOA - Santa Fe Public Schools (Cross Guard Program)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-16 - 12:28:12 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-16 - 12:29:45 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-16 - 2:57:00 PM GMT- IP address: 174.205.101.249

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-16 - 2:58:29 PM GMT - Time Source: server- IP address: 174.205.101.249

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-16 - 2:58:30 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-16 - 3:26:23 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-16 - 3:26:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-07-16 - 3:26:42 PM GMT

ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

Request for Approval of Resolution, Cooperative Agreements, and Budget Adjustment Request (BAR) for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding:(Thomas Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

1) CONSIDERATION OF RESOLUTION BO. 2021 - (Councilor Rivera, Councilor Abeyta)
A resolution accepting (1) A Municipal Arterial Program (MAP) Cooperative Agreement identified as control Number L500473 and (2) A Local Government Road Fund (LGRF) Cooperative Agreement Identified as Control Number L500444 – both Agreements are from the New Mexico Department of Transportation (NMDOT) regarding the Agua Fria street and South Meadows Road Intersection Improvement Project

2) Request for Approval of a Municipal Arterial Program Cooperative Agreement (Munis Contract # 3202845) with the NMDOT in the amount of $124,444 for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and misc improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.

3) Request for Approval of a Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the NMDOT in the amount of $75,833.00 for the reconstruction, pavement rehabilitation/improvements, traffic signal improvements and miscellaneous improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project

4) Request for Approval of Budget Adjustment Request (BAR) to budget NMDOT Grant funding into WIP Construction (ORG / OBJ - 3309980.572970) in the amount of $150,208.00

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		

CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe New Mexico
Memorandum

Date: July 16, 2021

To: Public Works & Utilities Committee, Finance Committees, & Governing Body

Via: Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 15, 2021 07:58 MDT)
Regina Wheeler, Public Works Department Director

From: Javier Rosado, PE, Engineering Division Director
Tom Graham, AIA, ADA Coordinator

RE: Approval of Resolution, Cooperative Agreements and Budget Adjustment Request (BAR) for CIP 853C Agua Fria - South Meadows Intersection Improvements Project Funding

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ITEMS AND ACTIONS:

ITEM A.) **CONSIDERATION OF RESOLUTION NO. 2021-____, (COUNCILOR RIVERA, COUNCILOR ABEYTA)**

A RESOLUTION ACCEPTING (1) A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE AGREEMENT IDENTIFIED AS CONTROL NUMBER L500473 AND (2) A LOCAL GOVERNMENT ROAD FUND (LGRF) COOPERATIVE AGREEMENT IDENTIFIED AS CONTROL NUMBER L500444 - BOTH AGREEMENTS ARE FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") REGARDING THE AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENT PROJECT

ITEM B.) **REQUEST FOR APPROVAL OF A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT (MUNIS CONTRACT NO. 3202845) WITH THE NMDOT IN THE AMOUNT OF $124,444 FOR PLANNING, DESIGN, CONSTRUCTION, RECONSTRUCTION, PAVEMENT REHABILITATION, CONSTRUCTION MANAGEMENT, DRAINAGE AND MISC. IMPROVEMENTS OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT**

ITEM C.) **REQUEST FOR APPROVAL OF A LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT (MUNIS CONTRACT NO. 3202844) WITH THE NMDOT IN THE AMOUNT OF $75,833 FOR THE RECONSTRUCTION, PAVEMENT REHABILITATION / IMPROVEMENTS, TRAFFIC SIGNAL IMPROVEMENTS AND MISCELLANEOUS IMPROVEMENTS OF CIP 853C - AGUA FRIA AND**

SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT

ITEM D.) REQUEST FOR APPROVAL OF BAR TO BUDGET NMDOT GRANT FUNDING

BACKGROUND & SUMMARY:

In 2014, it was brought to the attention of the City of Santa Fe that the traffic signals at the intersection of South Meadows Road and Agua Fria has failing movements and long traffic queues, which affect access and mobility and result in safety deficiencies. Funding was immediately sought-out and obtained to conduct planning and design to improve the Agua Fria/South Meadows intersection (see Table 1 below).

The Agua Fria/South Meadows Intersection Improvements Project is 0.28 miles long that begins from the intersection of Agua Fria/Morning Drive and ends at the intersection of Agua Fria/Jemez Road. For X years, the Santa Fe Engineering LLC (Consultants) is working on the design plan for this project. The 90% Design Plan was reviewed by NMDOT in May 2021. Project Consultants are now working on the PS&E and is anticipated to be completed and submitted for review to NMDOT in September/October 2021. The improvements will include the construction of turning lanes on all legs of the intersection except for the North bound, 5-ft bike lanes on all directions, 6-ft sidewalks on both sides of the road, driveways per ADA and NMDOT's type B or C pedestrian access. This project follows the Complete Street guidelines that the City of Santa Fe has adopted that will provide safe access to all road users.

Construction phase could begin as early as January 2022 or when the full construction funding of $1.7M is secured by the City of Santa Fe. This construction funding gap is based on the Consultant's 90% Design Probable Cost Estimate using NMDOT current average unit bid prices. Public Works Roadway and Trails is actively seeking additional construction funding. In addition to Items B & C below, Roadway and Trails has applied for $1.7M from NMDOT's Transportation Project Funds in June. Results will be known in September 2021.

Table 1 Project Funding

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NM State Capital Appropriation 2015	$25,000.00	Design	06/30/2019	$25,000.00
NM State Capital Appropriation 2018	$100,000.00	Design	06/30/2022	$100,000.00
NM State Capital Appropriation 2019	$125,000.00	Design	06/30/2023	$125,000.00
NMDOT Municipal Arterial Program Funding 2019 (25% match from City of Santa Fe Impact Fees)	$587,667.00	Design and Construction	06/30/2020 Amendment #1 12/31/2021	$302,874.00
NMDOT Municipal Arterial Program Funding 2020 (25% match from City of Santa Fe Impact Fees)	$151,825.00	Design and Construction	06/30/2021	
NMDOT Municipal Arterial Program Funding 2021 (25% match from City of Santa Fe Impact Fees)	$162,000.00	Design and Construction	06/30/2022	

City of Santa Fe New Mexico
Memorandum

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NMDOT Municipal Arterial Program Funding 2022 (25% match from City of Santa Fe Impact Fees)	$124,444	Construction	Item B	
Local Government Road Fund 2022 (25% match from City of Santa Fe Impact Fees)	$75,833	Construction	Item C	
TOTAL FUNDING RECEIVED	**$1,351,769.00**			
TOTAL FUNDING EXPENDED	**$552,874.00**			**$552,874.00**
TOTAL FUNDING REMAINING FOR ROW ACQUISITION, CONSTRUCTION & CONSTRUCTION MANAGEMENT	**$798,895.00**			
TOTAL FUNDING NEEDED FOR ROW ACQUISITION, CONSTRUCTION & CONSTRUCTION MANAGEMENT	**1,700,000.00**			

ITEM A

The proposed resolution authorizes the acceptance of a MAP grant ($124,444) and an LGRF grant ($75,833) from the NMDOT for the planning, design, and construction of the intersection improvements at Agua Fria Street and South Meadows Road.

ITEM B

The agreement will provide $93,333 of State funding with a 25% City match of $31,111 for a total of $124,444 to be used for the construction of intersection improvements at Agua Fria Street and South Meadows Road.

ITEM C

The agreement will provide $56,875 of State funding with a 25% City match of $18,958 for a total of $75,833 to be used for the construction of intersection improvements at Agua Fria Street and South Meadows Road.

ITEM D

Both the MAP and LGRF are reimbursement type of grants. Therefore, the attached BAR will guarantee the availability of the 75% State share of $150,207.80. Once the two Cooperative Project Agreements are fully executed, Staff will request the Capital Improvements Advisory Committee to allocate the 25% City share of $50,069.25 from road impact fees. The use of road impact fees for this project was approved by the City Council in 2018.

Attachments: Resolution
Cooperative Project Agreements
Exemption Determination Requests 13-1-98-A
FIR
Summary of Contracts
BAR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Christopher Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT IDENTIFIED AS CONTROL NUMBER L500473; AND ACCEPTING A LOCAL GOVERNMENT ROAD FUND ("LGRF") GRANT IDENTIFIED AS CONTROL NUMBER L500444 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") FOR THE PLANNING, DESIGN, CONSTRUCTION, RECONSTRUCTION, PAVEMENT REHABILITATION, CONSTRUCTION MANAGEMENT, DRAINAGE, TRAFFIC SIGNAL IMPROVEMENTS, AND MISCELLANEOUS IMPROVEMENTS OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT.

WHEREAS, the engineering design phase of Agua Fria/South Meadows Intersection Improvements Project ("Project") that begins from the intersection of Agua Fria/Morning Drive and ends at the intersection of Agua Fria/Jemez Road is nearing completion;

WHEREAS, the intersection improvements of this 0.28 mile-long project includes turning lanes, dedicated 5-ft wide bike lanes, 6-ft wide sidewalks, improved driveways, and drainage

infrastructure;

WHEREAS, based on the Engineer's Probable Cost Estimate using current NMDOT average unit prices, the Project needs another $1.7M to be ready for construction; and

WHEREAS, Public Works roadway and trails staff are actively seeking additional funding for construction; and

WHEREAS, in March 2021 the City applied for and received NMDOT MAP grant funding for FY 2022/2023 in the amount of $93,333.00; and

WHEREAS, the MAP grant required a 25% City of Santa Fe ("City") match of $31,111.00 for a total MAP grant agreement amount of $124,444.00; and

WHEREAS, in March 2021 the City applied for and received NMDOT LGRF grant funding for FY 2022/2023 in the amount of $56,875.00 and;

WHEREAS, the LGRF grant required a 25% City match of $18,958.00 for a total LGRF grant agreement amount of $75,833.00.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City accepts a Municipal Arterial Program Cooperative Grant, identified as control number L500473, in the amount of $124,444.

BE IT FURTHER RESOLVED that the City accepts a Local Government Road Fund Grant in the amount of $75,833.

BE IT FURTHER RESOLVED that the City of Santa Fe:

1. accepts responsibility for the Project, assumes the lead role in design, development, and construction of the Project;

2. agrees to the terms, conditions, and certification and reporting requirements of the MAP and LGRF cooperative project agreements; and

3. assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/South Meadows MAP and LGRF Grants

FIR No. 3336

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): South Meadows MAP and LGRF Grants

Sponsor(s): Councilors Rivera and Abeyta

Reviewing Department(s): Public Works Department

Staff Completing FIR: Tom Graham Date: 6/18/21 Phone: 955-6654

Reviewed by City Attorney: _____ Date: Jul 15, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jul 15, 2021

Alexis Lotero (Jul 15, 2021 17:13 MDT)

Summary:

This Resolution confirms the City's administration of NMDOT Municipal Arterial Program (MAP) and Local Government Road Funds (LGRF) grants funding for the planning, design, and construction of improvements to the Agua Fria St. and South Meadows Road intersection.

Departments Affected:

Public Works

Consequences of Not Enacting Legislation:

Additional funding sources will have to be identified to fully fund the project and there may be a delay to designing and constructing the much needed improvements.

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

None identified.

Performance and Administrative Implications:

Current personnel will manage the project and administer the grant.

Fiscal Implications:

In order to receive the $93,333 in additional MAP Funds for this project, we must match 25% of the grant, or $31,111. In order to receive the $56,875 additional LGRF Funds for the project, we must match 25%, or $18,958, for a total of $50,069 in City match funds which are anticipated to come from Impact Fees.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	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	$ 50,069	$	$		NR	Impact Fees	
Operating	$	$	$				$
Total:	$ 50,069	$	$				$ 50,069

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

Expenditure Narrative:

$31,111 for the MAP City match and $18,958 for the LGRF City match equals the $50,069 total above. The personnel costs will be absorbed by the current staff who will manage the project and administer the grant.

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
LGRF	$ 56,875	$	$	NR	330
MAP	$ 93,333	$	$	NR	330
Total	$ 150,208	$	$		

Revenue Narrative:

Both LGRF and MAP grants are provided to local governments to assist in project development: construction, reconstruction, improvement, maintenance, repair, and right-of-way and material acquisition of and for those streets that are principal extensions of rural state highways and of other streets not on the state highway system but would assist in the distribution of state highway system traffic. The funds that we will receive will be spent for construction.

City of Santa Fe, New Mexico
memo

Date: **June 18, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 19, 2021 07:58 MDT)

Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Public Works Engineering Division Director

From: Tom Graham, AIA, Public Works ADA Coordinator/Project Administrator

Subject: **Exemption Determination Request 13-1-98 A**

Public Works – Roadway and Trails
Department respectfully requests exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 75,833.00

Term: 12/31/2022

Approved Exemption
Fran Dunaway
Fran Dunaway (Jul 20, 2021 11:13 MDT)

Fran Dunaway, Chief Procurement Officer

Contract No. _____
Vendor No. 54360
Control No. L500444

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Reconstruction, Pavement Rehabilitation/Improvements, Traffic Signal Improvements, and Miscellaneous, of Various City Roads**, as described in Control No. **L500444**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **Seventy Five Thousand Eight Hundred Thirty Three Dollars ($75,833.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **$56,875.00**

   Reconstruction, Pavement Rehabilitation/Improvements, Traffic Signal Improvements, and Miscellaneous, of Various City Roads

2. Public Entity's required proportional matching share shall be 25%: **$18,958.00**

3. Total Project Cost: **$75,833.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Seventy Five Thousand Eight Hundred Thirty Three Dollars ($75,833.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** which is attached as Exhibit A.
l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2022. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., and any other applicable law.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
Kristine Bustos-Mihelcic, City Clerk

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2021 09:17 MDT)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary T. McCoy, Finance Director

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

   _____
   and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

City of Santa Fe, New Mexico
memo

Date: **June 18, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 19, 2021 07:58 MDT)
Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Public Works Engineering Division Director

From: Tom Graham, AIA, Public Works ADA Coordinator/Project Administrator

Subject: **Exemption Determination Request 13-1-98 A**

Public Works – Roadway and Trails
Department respectfully requests exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 124,444.00

Term: 06/30/2023

Approved Exemption
Fran Dunaway
Fran Dunaway (Jul 20, 2021 11:13 MDT)
Fran Dunaway, Chief Procurement Officer

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500473

MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and City of Santa Fe (Public Entity), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L500473." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is One Hundred Twenty Four Thousand Four Hundred Forty Four Dollars and No Cents **($124,444)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: $93,333

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

2. Public Entity's required proportional matching share shall be 25%: $31,111

3. Total Project Cost: $124,444

b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Twenty Four Thousand Four Hundred Forty Four Dollars and No Cents **($124,444)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:
Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
h. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
i. Design the Project in accordance with **Exhibit A**, "Minimum Design Standards", which is incorporated into this Agreement.
j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
k. Comply with **Exhibit C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
m. Prior to Project construction, furnish the Department's District 5 Office the "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
n. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the **"Certification of Construction Phase"** form, which is attached as Certification No. 2.
o. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office

the **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.

p. Failure to timely provide Certification Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
r. Advertise, let, and supervise the construction of the Project.
s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*., and any other applicable law.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance

with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

<<Add below sentence if page is quarter or more blank>>
The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Recommended By District 5

By:_____ Date: _____
District Engineer

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
Kristine Bustos-Mihelcic, City Clerk

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2021 09:17 MDT)
Senior Assistant City Attorney

Approved for Finances:

_____
Mary T. McCoy, Finance Director

EXHIBIT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
   a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
   b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
   c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
   d. **DEPARTMENT**'s Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
   e. **DEPARTMENT'S** Urban Drainage Design Criteria;
   f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
   g. **DEPARTMENT'S** Action Plan;
   h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
   i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
   j. **DEPARTMENT'S** Location Study Procedures;
   k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
   l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
   m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In

no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L500473

I, _____, in my capacity as_____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S** Right of Way Handbook (Current Edition)] Local Public Agencies, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
   ___a. have been relocated
   ___b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic Survey and Standards (Current Edition).
9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):

_____a. 20 year pavement design; or

_____b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.

11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.

12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.

13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan,(Current Edition).

14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).

15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
    a. Lighting;
    b. signalization;
    c. storm sewer and lift station;
    d. landscape;
    e. road exchange; and
    f. any other applicable agreements.

16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.

17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator

Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L500473

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L500473** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20**[#]**

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

EXHIBIT B

AS BUILT SUMMARY

OF COSTS AND QUANTITIES

CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	6/11/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP CONSTRUCTION	3309980	572970	ST18330AT	150,208.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
New Mexico Department of Transportation	3309980	490150	ST18330AT	-150,208.00	
				0	

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

Acceptance of $93,333 of NMDOT MAP funding and $56,875 of NMDOT LGRF func

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

Tom Graham 06/18/2021
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 19, 2021 07:58 MDT)
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Jul 19, 2021 14:21 MDT)
Budget Officer Jul 19, 2021 Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202844**

Contractor: **NMDOT Local Government Road Funds Cooperative Project Agreement (CN L500444)**

Description: **Funding agreement for design of intersection improvements at Agua Fria Street and South Meadows Road.**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: _____ Term End Date: **December 31, 2022**

[ ] Approved by Council Date: **Pending**

Contract / Lease: $75,833.00

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)
$75,833.00 LGRF Agreement for 2021/2022 terminates on December 31, 2022

3. **Procurement History:** _____

Fran Dunaway (Jul 20, 2021 11:13 MDT) Jul 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A**

4. **Funding Source:** **3309980 Project ST 18330AT** **Org / Object:** **3309980.490150**

Andy Hopkins (Jul 19, 2021 14:21 MDT) Jul 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: **Tom Graham** Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202845**

Contractor: **NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500473)**

Description: **Funding agreement for design of intersection improvements at Agua Fria Street and South Meadows Road.**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: _____ Term End Date: **June 30, 2023**

☐ Approved by Council Date: **Pending**

Contract / Lease: $124,444.00

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)
$124,444.00 MAP Agreement for 2021/2022 terminates on June 30, 2023

3. **Procurement History:** _____

Fran Delaway (Jul 20, 2021 11:13 MDT) Jul 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A**

4. **Funding Source:** **3309980 Project ST 18330AT** **Org / Object:** **3309980.490150**

Andy Hopkins (Jul 23, 2021 10:20 MDT) Jul 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: **Tom Graham** Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

GB - PW Resolution & NMDOT Cooperative Agreement (Agua Fria - South Meadows)1

Interim Agreement Report 2021-07-20

Created:	2021-07-19
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAA1G79mN7PWsvNrmAqKtpwdgK0noU5RFJO

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"GB - PW Resolution & NMDOT Cooperative Agreement (Agua Fria - South Meadows)1" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-19 - 7:51:42 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-19 - 8:03:20 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-19 - 8:20:13 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-19 - 8:21:12 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-19 - 8:21:14 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-19 - 11:17:25 PM GMT- IP address: 63.232.20.2

GB PW - Resolution NMDOT Cooperative Agreement - BAR (Agua Fria - South Meadows)

Final Audit Report 2021-07-21

Created:	2021-07-20
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeRI8KC9ngIRvsDBTVZPNTXv_6O6QkUDw

"GB PW - Resolution NMDOT Cooperative Agreement - BAR (Agua Fria - South Meadows)" History

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Final Audit Report 2021-07-23

Created:	2021-07-23
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ACTION SHEET
/ITEM FROM FINANCE COMMITTEE MEETING OF 08/02/21
FOR CITY COUNCIL MEETING OF 08/11/21

Request Approval of Amendment #2 to the 2019 Annual Action Plan, required by the U.S. Department of HUD that describes proposed uses of CARES Act funding in the amount of $581,333. Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868 (remote phone).

Committee	**Review:**
Finance Committee	08/02/2021
Quality of Life Committee	08/04/2021
Public Works Committee	08/09/2021
Governing Body	08/11/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico

memo

Date: July 21, 2021

To: Community Development Commission (July 28)
Finance Committee (Aug 2)
Quality of Life Committee (Aug 4)
Public Works Committee (Aug 9)
Governing Body (Aug 11) – public hearing

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Request Approval of Amendment #2 to the 2019 Annual Action Plan

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ACTION REQUESTED:
Approve Amendment #2 to the 2019 Annual Action Plan.

BACKGROUND:
In late 2020, HUD entitled the City to receive additional funds in the amount of $581,333 from the federal CARES Act for the purposes of addressing health and housing impacts from the COVID-19 pandemic. In order to deploy the funds, the City must amend its current year Action Plan or the Plan that was current when the funds were awarded. This amendment represents the second award of CARES Act funding and the second amendment to the 2019 Annual Action Plan. The first award ($361,227) was used to continue operations at the Midtown Shelter where the City converted dormitory rooms and campus apartments into housing at the outset of the pandemic for people experiencing homelessness or without a safe place for quarantine or social distancing.

ITEM and ISSUE:
The second Amendment proposes to use funds to further offset acquisition costs related to the conversion of the Santa Fe Suites property into long-term permanent supportive housing. The funds will be directly deployed for rent subsidy and to augment on-site supportive services for those who otherwise would not be safely housed, particularly for the duration of the pandemic.

For the purposes of expediting the disbursement of the CARES Act funding, HUD has reduced its normal 30-day public comment requirement to 5-days. Our proposed comment period will span 9 days, August 2 – August 11, 2021. The process for reviewing the amendment and submitting comments is advertised in two public notices – the request to publish for a public hearing on August 11 and the notice of the public comment period. Additionally, the plan is made available on the City's website: www.santafenm.gov/hudrequiredreportingandplans. Paper copies or translation can be provided upon request.

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AMENDMENT #2

ANNUAL ACTION PLAN

JULY 1, 2019 - JUNE 30, 2020

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SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
200 Lincoln Avenue, Room 314
Santa Fe, New Mexico 87504
Phone # (505) 955-6607

The 2019 annual Action Plan for the City of Santa Fe is amended to describe proposed uses of CARES Act funding in the amount of $581,333.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2019 Annual Action Plan for the City of Santa Fe is proposed for amendment to describe proposed uses of CARES Act funding in the amount of $581,333. These funds are intended to address health impacts from the COVID-19 pandemic and to complement earlier rounds of Cares Act funding (in the amount of $361,227) which represents a cumulative total of $942,560.

An Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). There are four types of HUD block grant housing and community development programs: the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program (HOME), the Emergency Solutions Grant (ESG) and the Housing Opportunities for People with AIDS (HOPWA) program. The City of Santa Fe receives approximately $700,000 in CDBG dollars each year directly from HUD.

There are three components required by HUD to be submitted on an annual basis:

1) Consultation and Citizen Participation: the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.

3) Annual Action Plan: submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.

4) Consolidated Annual Performance and Evaluation Report (CAPER): the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

2. Summarize the objectives and outcomes identified in the Plan

The City of Santa Fe's focus over the next year is to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as address the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table. Objectives include:

1) Creating Suitable Living Environments (SL) – relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.

2) Providing Decent Housing (DH) – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.

3) Creating Economic Opportunities (EO) – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

1) Availability/Accessibility – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.

2) Affordability – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)

3) Sustainability – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods

3. Evaluation of past performance

The following bullets outline progress in meeting goals identified in the 2018-2022 Consolidated Plan, almost all of which were met, or exceeded. These achievements are a testament to the strong partnerships the City supports with its nonprofit partners and subrecipient contractors.

- The City's goal for rental housing as stated in the 2018-2022 Consolidated plan was to serve renters earning less than 60 percent of Santa Fe's Area Median Income (AMI). For the 2018-2019 program year, the City allocated the Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG) funds to rental facility improvements as well as to support services focused on the homeless, those in danger of becoming homeless, and very low-income renters
- City's goal for home ownership housing as outlined in the 2018-2022 Consolidated Plan was to provide comprehensive assistance to low-to-moderate-income homebuyers in the form of mortgage principal reduction assistance to an average of 10 households annually. From 2018-2019, and due to additional program income funds, (22) households were served through end of Q3 (17-Homewise, 5-Housing Trust) with CDBG-funded mortgage principal reduction assistance.

The City's goal for emergency shelters and permanent supported rental housing as outlined in the 2018-2022 Consolidated Plan was to provide {33 permanent beds and/or longer-term units per year.} Approximately 100 shelter beds were provided and 40 transitional living beds were provided.} In 2018-2019 program year, CDBG funds were proposed for services including the Interfaith Women's Summer Safe Haven for a minimum of 180 women (As of Q3: 124 served.) Youth Shelters and Family Services (YSFS) provided services through the Emergency Shelter for children and youth, with 12 beds and an addition of the Cold Weather Shelter with 8 beds. (As of Q3: TLP and Cold Weather Shelter served 128.) The YSFS Street Outreach Program's goal was to serve an approximate minimum of 600 identified youth who utilize the Drop in Center (As of Q3: 244 served.) The Santa Fe Recovery Center, Life Link, SFPS Adelante and YouthWorks provided rental vouchers and emerency utility assistance. (167 served through the Affordable Housing Trust Fund for ELI individuals experiencing homelessness or at risk of homelessness in the community.)

Facilities improvements investments from CDBG funds 2018-2019 totaled $105,000 ($10,000 YSFS Security, $40,000 PMS River Early Head Start, $55,000 Hopewell Mann Community Clinic). Public Services funding from CDBG funds 2018-2019 totaled $75,000.

4. Summary of Citizen Participation Process and consultation process

This Amendment #2 to the 2019 Annual Action Plan represents additional funds from the federal Coronavirus Aid Relief, and Economic Security Act (CARES) signed into law on March 27, 2020. Because of the nature of the public health crisis, HUD created waivers to public participation

processes including a reduced public comment period (5 days) and the allowable use of virtual meetings. *Please note that the City has implemented amended public participation processes, according to HUD's allowances, while still focusing on meaningful engagement of residents and stakeholders representing local organizations and coalitions.

The public will have from August 2 – August 11, 2021 to review and comment on the amendment, in addition to four (4) public meetings and one (1) public hearing. The meetings will be held on July 28 (Community Development Commission), August 2 (Finance Committee, 5pm), August 4 (Quality of Life Committee, 5pm), August 9 (Public Works Committee, 5pm) and August 11 (City Council, public hearing, 7pm).

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions.

Paper copies of the draft *2019-2020 Annual Action Plan* were placed at all City of Santa Fe Public Library branches; Genoveva Chavez Community Center; Mary Esther Gonzales Senior Center, City Hall (March 22, 2019 to April 24, 2019) for public review complying with the 30-day review period listed in the City's Citizen Participation Plan as adopted by HUD. Advertisements were placed in the *Santa Fe New Mexican* announcing the public review and comment period. The ads stated where the copies are available for review as well as contact information for submitting comments. A press release was issued through the City's Public Information Office with additional information for the public on the availability of the plan and how to submit a comment. One public meetings and one public hearing, as well as a City wide survey on the plan were made available to the public: Community Development Commission public meeting (March 20, 2019); Public Works Committee public meeting (March 25, 2019); Finance Committee public meeting (April 1, 2019); MetroQuest Annual Plan Survey open period (March 22-April 24, 2019); The Santa Fe City Council public hearing (April 24, 2019)

These meetings are open to the public and agendas are available on the City's website. The meetings are conveniently timed and located to encourage participation. The meeting can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in languages other than English.

5. Summary of public comments

The majority of public comments regarding affordable housing needs in the City referred to the challenging increase in short-term rentals for tourism, resulting in a decrease in rental units available for residents. A number of verbal and written comments were made regarding the need for more centralized housing development. Additionally, most of the votes cast during CommUNITY days were placed toward an increase in affordable rental development with access to economic centers and public services funding. Topics of comments were addressed in the following plan, where applicable. However, short-term rental regulation is an on-going discussion that is newly on the radar for potential regulatory

change. Though ripe for consideration in the future, more research is required to understand the complex ramifications of the increase in short-term rentals upon tourism, economic development, as well as housing, and best practices in policy regulations to mitigate challenges in this area. Therefore, strategies for addressing this concern are not a part of the Consolidated Plan at this time

Public comments were limited to two speakers at the June 24, 2020 City Council meeting, in addition to comments made by elected officials. No written comments concerning the amended Action Plan, nor comments submitted via telephone were received. Comments focused on general support of the City's efforts to end homelessness and concern that the site at the Midtown Property where the funds will be used isn't an appropriate long term location. Because the City is currently negotiating a Development Disposition Agreement for redevelopment of the site, short term use is the only option. For this reason, the comments were not relevant to changing the City's proposal for using the funds.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted and where applicable addressed in the Action Plan.

7. Summary

Amendment #2 to the 2019 Annual Action Plan enables the City of Santa Fe to ensure that its most vulnerable are safely housed and quarantined for the initial stages of the coronavirus pandemic. This effort will further the Office of Affordable Housing's efforts to prevent City residents from falling into cycles of poverty and chronic homelessness, to target low income "at risk" neighborhoods with comprehensive programming interventions, and to work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources.

Over the next program year, the Office of Affordable Housing will continue to work on strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness, target low income "at risk" neighborhoods with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe's Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Because of the City's partnerships with community-based organizations, much of the consultation about the Annual Action Plan happens within the context of strategic planning, participation in regional collaborations, and within City's organization itself. The City's Community Services Department funds several programs through its Youth and Family Services Division that provide emergency housing, healthcare and social services programs. The Office of Affordable Housing funds programs through CDBG and local funds to support the housing component that is aligned with the human services programming. Both City divisions rely on Strategic Plans to guide funding decisions and ensure that needs are identified and met in a comprehensive manner. All of the City's housing and human services providers work closely with other governmental agencies and health providers to ensure that the provision of housing services is provided hand in hand with wrap around health and social services.

Amendment #1: The City's partner for this proposed project is the NM Coalition to End Homelessness (NMCEH). Because its member agencies are the community's main providers of emergency shelter and supportive services for homeless people, NMCEH is uniquely situated to act as the City's fiscal agent for the disbursement of these funds and will provide ongoing consultation on behalf of its membership. NMCEH will be able to ensure that the services and case management provided at the shelter comprehensively meet the needs of the people staying there. More importantly, NMCEH can assist the City with designing and implementing a longer term system of support services and shelter with the eventual goal of connecting shelter residents with permanent housing.

Amendment #2: The City's partners for the Santa Fe Suites are St Elizabeth Shelter and Community Solutions, a national nonprofit dedicated to ending homelessness. St Elizabeth Shelter is an established local provider of shelter services and operates two shelters: the main shelter (for men) and Casa Familia which houses women and children. Additionally, the organization owns and operates several permanent supportive housing facilities for families and individuals transitioning out of homelessness. Community Solutions is the initial owner of the property and has used its resources to capitalize and finance the purchase of the property. Once stabilized, the ownership of the property will transfer to St. Elizabeth.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The City's partner organizations, YouthWorks, Adelante, and Youth Shelters and Family Services, have provided several

programs to integrate disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced. In September 2017, the City Council approved a resolution establishing a Homeless Task Force that considered specifically these coordinated efforts. The Office of Affordable Housing participated on this task force to ensure that CDBG and other local housing funds are deployed in ways that prevent homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced.

NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. Additionally, the City directly supports Youth and Family Shelters through local administrative contracts to provide services to assist unaccompanied youth with securing housing, counseling, job training, and family re-unification when possible. CDBG funds will be used in the upcoming program year to provide expanded hours for the Youth Shelters Drop-in Center which provides food, case management and referral for disconnected youth.

In 2015 City Mayor Javier Gonzales signed on to the Mayor's Challenge to End Veteran Homelessness. Local nonprofits have been meeting monthly with the VA to go over the by-name list of homeless veterans and make sure they are all on their way to permanent housing. In 2016 the City met the requirements of the challenge and has continued to maintain the system that helps any newly homeless veterans quickly access housing through VA, state funded or Continuum of Care resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The organizations within CoC that receive ESG funding are The Interfaith Community Shelter and St. Elizabeth Shelters & Supportive Housing. Both organizations work extensively with numberous other service groups in providing assistance to the homeless. Linkage to services include, yet are not limited to Healthcare for the Homeless (medical issues), The Lifelink (housing & counseling), Goodwill (employment and veteran housing), the New Mexico Human Services Department (Medicaid, SNAP and TANF) and the Santa Fe Recovery Center (drug and alcohol treatment). Consumers entering either organization are met with a case manager who assess their needs and assist them in the development of an Individual Service Plan, outlining the goals they wish to accomplish as a client. The case manager then refers them to the appropriate agency(ies) which will best serve their needs. The Interfaith Community Shelter (ICS) is the only minimal barrier shelter in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS operates in accordance with US Department of Health and Human Services' strategic action plan and provides Resource Days every Tuesday, Wednesday and Friday, year-round. By creating a "one-stop shop" ICS has incorporated within its design a delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Partner Providers include those listed above as well as the VA Administration, the Food Depot, Youth Shelters Street Outreach, Street Homeless Animal Project, Upaya Zen Center, Santa Fe Desert Chorale Choir, Legal Clinic, and Homeless Court.

Also, in an attempt to help create systemic change, the Interfaith Community Shelter and St. Elizabeth follow policies and procedures that prioritize work with numerous inovative City and County programs designed to stabilize those individuals who are high utilizers of emergency, police and hospital services. Staff works closely with the CHRISTUS St. Vincent's HUGS program and the Santa Fe Fire Department's Mobile Integrated Health Office (MIHO), proactive approaches for addressing repeat users of the 911 system through a referral/linkage to services process that provides for the mental health and social needs of the consumer that opens the access doors to these needed services on site and in real time.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SANTA FE CIVIC HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. The SFCHA has received a completed copy of the document for review.
2	**Agency/Group/Organization**	THE LIFE LINK
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
3	**Agency/Group/Organization**	ST. ELIZABETH SHELTER
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with HIV/AIDS Services - Victims

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
4	**Agency/Group/Organization**	The Housing Trust
	Agency/Group/Organization Type	Housing Service-Fair Housing Business and Civic Leaders Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment HOPWA Strategy Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects.
5	**Agency/Group/Organization**	NEW MEXICO COALITION TO END HOMELESSNESS
	Agency/Group/Organization Type	Services-homeless Regional organization

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City also works with NMCEH to reduce the length of time all families and individuals remain homeless. Reducing the amount of time was one of the goals of the 2012 Santa Fe Mayor's Task Force on Homelessness. NMCEH now has good tools to measure the length of time people remain homeless and this will be a focus of the newly convened City Roundtable on homelessness this fall. In July of 2018, an update to the plan was presented for City Council approval.
6	**Agency/Group/Organization**	SANTA FE COUNTY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to reviewing the Plan, County staff worked with the City to convene groups of stakeholders to design a strategy for increasing the inventory of rental housing affordable to low-income renters.

Identify any Agency Types not consulted and provide rationale for not consulting

While the City supports the dissemination of fair housing information (primarily through distribution of the "Tino the Tenant" novella, and the City's website, Office of Affordable Housing page), there is not capacity to actively develop fair housing materials and distribute them and/or consult regularly with fair housing advocacy providers. All of the City's fair housing partners are subject to fair housing law and provide notices as applicable. In the event that a resident of Santa Fe reports a fair housing violation, City staff takes appropriate action to ensure that they are referred to an appropriate agency or HUD's fair housing complaint system. Furthermore the City did not consult directly with the State of NM Department of Health regarding lead exposure because Santa Fe has low risk factors. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Amendment #1: This project is in direct response to a public health emergency. Because of the need to provide immediate relief and support for those experiencing homelessness during the pandemic, the City did not consult with other agencies. However, with the advent of the CONNECT network, the City and County are working closely to mitigate the public health impacts from the pandemic. Likewise, local health providers and the city’s homeless shelters are involved with the Midtown Shelter so their input was considered when setting it up.

Amendment #2: This project is a continued response to an ongoing public health emergency. While the initial impacts from the pandemic are subsiding, with the emergence of new variants of the virus, people experiencing homelessness or who are not stably housed continue to be the most vulnerable to getting infected and spreading infection. Additionally, Santa Fe Suites provides an ideal property for housing people who are leaving hotel stays or other emergency housing.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	New Mexico Coalition to End Homelessness	Seeks to provide comprehensive support services aligned with housing.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability regarding unit inventory and demand; provides basis to shape policy and funding decisions. This document was finalized in January 2017.
PHA 5-Year and Annual Plan	Santa Fe Civic Housing Authority	Many of the goals are incorporated into this plan.
Five Year Plan to End Homelessness (2012)	New Mexico Coalition to End Homelessness	Staff from the Office of Affordable Housing and the Division of Health and Human Services participated on the task force to update the Plan for 2018.
2012-2017 CIP Plan	City of Santa Fe	Project priorities help shape the funding priorities in this plan.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Includes transportation projects for all modes expected to be funded.
Sustainable Land Use Code	City of Santa Fe	SLDC regulates the development and construction of affordable housing units.
Analysis of Impediments	City of Santa Fe	The AI evaluates barriers to fair housing and recommends strategies for mitigating them which is closely related to housing services for low-income people. In 2017, the City submitted the Assessment of Fair Housing which looks at housing through the lens of opportunity.
Fair Housing Assessment 2017	City of Santa Fe	The Fair Housing Assessment evaluates needs and recommends strategies for increasing access to housing.
Office of Emergency Management 2018 - 22 Strategic	City of Santa Fe	The plan outlines how the City will support vulnerable residents before, during and after emergencies and disasters.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City solicits comments from local service providers (housing, human services, children and youth) and relies on them to outreach directly to their clientele and/or represent the needs of their clientele. Alternate avenues of public outreach were pursued in the 2016 Analysis of Impediments and the 2017 Assessment of Fair Housing. The City updated its Citizen Participation Plan during the 2018-2022 Consolidated Plan planning process with careful consideration of how to conduct more relevant public outreach that brings voices to the discussion that are not always heard to include online surveys and partnering with outside organization events related to specific geographic areas. Polling in the online survey on project's impact on the community and those individuals using the services or in close geographic location, with ties to others who benefited from the subject projects showed a resounding favorability for funding of the 2019 AAP CDBG related activities outlined in the Projects Summary of this year's plan (AP-35).

For the amendment, an additonal plan was added for consultation - the Office of Emergency Management's Strategic Plan - on the basis that the pandemic requires an emergency response.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation (Note this table will be updated prior to the submittal of the Plan).

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Newspaper ad in New Mexican (Mar 20, 2019): no response	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Development Committee Meeting for Project applicant presentations: February 20, 2019. (24) Presenters, (7) Community Development Commissioners	N/A	N/A	
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	City of Santa Fe Website and Facebook Page, 2019: No response	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
4	MetroQuest Online Survey	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	MetroQuest Survey Mar 22-April 24, 2019, 230 Survey participants: 69 Comments (see attached).	Comments ranged a great deal in topic and recommendations for future spending and focus (see attached).	All comments were accepted from the survey and included as an attachment to the 2019 AAP.	
5	Press Release	Non-targeted/broad community	Press Release Mar 29, 2019: No response	N/A	N/A	
6	Paper Copy of Plan	Non-targeted/broad community	Distribution of 2019 AAP to five public facility locations (GCCC, Main and Southside Libraries, City Hall, Office of Affordable Housing) Mar 22-April 24, 2019: No Response/N/A	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
7	Public Hearing	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Public Hearing April 24, 2019 at Governing Body meeting: No comments made	n/A	N/A	
8	Newspaper Ad	Non-targeted/broad community	Newspaper ad: June 12, 2020.	No comments received.	No comments received.	
9	Press Release	Non-targeted/broad community	n/a	No comments were received	n/a	
10	Internet Outreach	Non-targeted/broad community	City of Santa Fe Website and Facebook Page and link to copy of amendment to Action Plan posted on City's website	No comments received.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
11	Public Meeting	Non-targeted/broad community	Community Development Commission (June 3, 2020). Quorum of committee members in attendance via Zoom call. Public did not attend.	Commission recommended approval of amended Action Plan and proposed use of CARES funds	All comments of Commission members were accepted as applicable.	
12	Public Meeting	Non-targeted/broad community	Finance Committee (June 15, 2020). Quorum of committee members in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Committee recommended approval of amended Action Plan and proposed use of CARES funds	All comments of Committee members were accepted as applicable.	
13	Public Meeting	Non-targeted/broad community	Quality of Life Committee (June 17, 2020). Quorum of committee members in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Committee recommended approval of amended Action Plan and proposed use of CARES funds	Item passed on consent calendar	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
14	Public Meeting	Non-targeted/broad community	Public Works Committee (June 22, 2020). Quorum of committee members in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Committee recommended approval of amended Action Plan and proposed use of CARES funds	Item passed on consent calendar	
15	Public Hearing	Non-targeted/broad community	City Council public hearing (June 24, 2020); eight City Councilors, Mayor in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Two members of the public spoke in general support of the City's efforts to end homelessness. Concern was expressed regarding how long the location at Midtown could be used to house homeless people.	Given the City's impending disposition of the property, it will not be used longer than the proposed use of funds describes.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2) - *Anticipated Resources*

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	659,051	200,000	0	859,051	2,938,227	An anticipated amount of approximately $1,977,000 is increased by $942,560 of CARES Act funding. The remainder anticipated amount includes program income of approximately $200K/annually, resulting in an estimated amount of $600K for the next three years, totaling approximately $3,519,560 through the end of the 2018-2022 ConPlan.
Other	public - federal	Public Services	361,227	0	0	361,227	361,227	An anticipated amount of approximately $1,977,000 is increased by $361,227 of CARES Act funding. (Amendment #1) and $581,333 (Amendment #2)

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City requires that subrecipients match CDBG funds $1:$1 with organizational resources or funds leveraged from private investment or other State and local grantors.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

All of the property on which public housing facilities are situated is owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act.

In the current fiscal year, the City expects to donate a 5-acre portion of a City-owned parcel on Siler Road. This donation will support the construction of 65 units of affordable live/work housing targeted to "creatives" – technology entrepreneurs, visual and performance artists, craft manufacturers, self-employed, etc. A shared resource center will be included with a performance and display space, retail areas and other workshops. The project, called the "Siler Yard" is proposed to be developed by the New Mexico Interfaith Housing Coalition and Creative Santa Fe, two local nonprofit organizations. Low Income Housing Tax Credit (LIHTC) funds were secured providing over $10M of equity. An application will be resubmitted for the 2019 LIHTC funding cycle. Additionally, the City is beginning a public outreach process and study of other City-owned parcels to prioritize several for future affordable housing development.

Amendment #1: The shelter is located at 1600 St Michael's Drive, the site of the former Santa Fe University of Art and Design (and before that, the College of Santa Fe). The campus is owned by the City so this proposed use of funds will be 100% supported by the use of publicly-owned facilities. Furthermore, the shelter is currently staffed by City staff (who will continue working there for at least the next 6 months) and many related support services (security, maintenance, utilities) are paid by the City.

Discussion

The City is committed to using all of its resources to maximize the leverage potential of federal funds.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Opportunities for At-Risk Populations	2019	2020	Affordable Housing Public Housing Homeless	Citywide	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Fair Housing Outreach AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	CDBG: $361,227	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Public service activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Rental units rehabilitated: 0 Household Housing Unit Homeowner Housing Rehabilitated: 0 Household Housing Unit Homeless Person Overnight Shelter: 150 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase Affordable Rental Housing Opportunities	2019	2020	Affordable Housing	Citywide	Rental Units & Support Services	CDBG: $581,3330	Rental units rehabilitated: 120 household housing unit. Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
3	Increase Affordable Homeowner Opportunities	2019	2020	Affordable Housing	Citywide		CDBG: $0	Direct Financial Assistance to Homebuyers: 0 Households Assisted
4	Align Housing Opportunities with Emerging Needs	2019	2020	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Emergency Shelter Support Services for Homeless and At Risk Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	CDBG: $361,227	Homeless Person Overnight Shelter: 150 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	AFH Goal1: Create more affordable, quality housing	2019	2020	Affordable Housing	Citywide	Rental Units & Support Services	CDBG: $581,333	Rental units rehabilitated: 120 household housing unit. Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
6	AFH Goal 2: Preserve and Improve Existing Housing	2019	2020	Affordable Housing	Citywide		CDBG: $0	
7	AFH Goal 3: Cont. to work to improve econ. opport.	2019	2020	Non-Homeless Special Needs	Citywide		CDBG: $0	
8	AFH Goal 4: Create more access., afford. qual. hou	2019	2020	Affordable Housing Non-Homeless Special Needs	Citywide	Rental Units & Support Services	CDBG: $581,333	Rental units rehabilitated: 120 household housing unit. Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
9	AFH Goal 5: Improve access to high quality schools	2019	2020	Non-Housing Community Development	Citywide		CDBG: $0	
10	AFH Goal 6: Strengthen access to fair housing	2019	2020	Fair Housing & Renter's Rights	Citywide		CDBG: $0	

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Opportunities for At-Risk Populations
	Goal Description	Increased Opportunities for At Risk Population-Reduced Rate of Households with cost burden: Preventing homelessness through rental vouchers, emergency assistance, support services expanding rental choices for households earning less than 30% AMI, providing rehab services for rental properties serving very low income renters, improving outreach efforts to mono-lingual Spanish speakers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
2	**Goal Name**	Increase Affordable Rental Housing Opportunities
	Goal Description	Increased Affordable Rental Housing Opportunities- Inventory of very low income rental units and vouchers is expanded to meet increased demand: Supporting LIHTC projects and the provision or retention of permanent, subsidized rental units, rental units reserved for persons transitioning out of homelessness, rehabilitating existing rentals to expand choice and housing quality, identifying additional funding sources and/or creating revenue streams to fund local rental vouchers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 4. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

3	**Goal Name**	Increase Affordable Homeowner Opportunities
	Goal Description	Increase of Affordable Homeownership Opportunities-Increased homeownership opportunites and support for long term affordability and accessibility for current homeowners: Continuing mortgage principal reduction loans, homebuyer counseling and training services, production of affordably-priced homes, supporting partnerships with nonprofits, for-profit builders and other housing providers, considering acquisition/rehab programs to absorb existing market supply, funding energy efficiency upgrades, continuing foreclosure prevention and legal aid and refinancing services for existing homeowners, offering accessibility improvements to help “age in place” and multi-generational transfers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 4. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
4	**Goal Name**	Align Housing Opportunities with Emerging Needs
	Goal Description	Address Emerging and Current Needs and Changing Demographics-Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment objectives and sustainability goals: Supporting non-traditional housing types and live/work housing, including housing as a required component of redevelopment projects, prioritizing housing that is located in transit corridors, has access to community facilities, accommodates live/work or other flexible scenarios, is aimed at the “creative” worker, can accommodate needs of aging residents, achieving high standards of sustainability through green building, design, and alternative energy sources. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 3. Continue to work to improve economic conditions of persons with disabilities 5. Improve access to high quality schools and public transportation
5	**Goal Name**	AFH Goal1: Create more affordable, quality housing
	Goal Description	This AFH goal corresponds to Consolidated Plan goals: 1, 2, 3, 4. The following milestones and metrics are established in the AFH to guide the achievement of this goal: support 60 rental units (min); revise SFCC 26-1 to require <50%AMI units in LIHTC (15 units); dedicate local funding to rental assistance to support 40 renter HH; DPA + homebuyer support services to 30 HH; revise SFCC 26-1 to create menu of compliance options to support inclusion of 100 rent-restricted units in market rate projects.

6	**Goal Name**	AFH Goal 2: Preserve and Improve Existing Housing
	Goal Description	*This goal corresponds with Consolidated Plan Goals: 1, 2, 3.*
7	**Goal Name**	AFH Goal 3: Cont. to work to improve econ. opport.
	Goal Description	The metrics and milestones associated with this AFH goal are to establish and expand job creation opportunities for under-employed workers with disabilities. This work would be supported by the City's Office of Affordable Housing but is carried out primarily by other City divisions, government agencies and nonprofit partners. None of the funding would be housing-related. CARES Act funds will not be deployed in support of this goal as they are oriented to keeping vulnerable people safe from infection and to prevent the spread of infection via the homeless shelter population.
8	**Goal Name**	AFH Goal 4: Create more access., afford. qual. hou
	Goal Description	This AFH goal correponds with Consolidated Plan Goals: 2, 3.
9	**Goal Name**	AFH Goal 5: Improve access to high quality schools
	Goal Description	This AFH goal does not have a Consolidated Plan equivalent because it is not directly related to housing; however, it establishes the following metrics and milestones: align housing resources with efforts serving young people at risk of being homeless; align housing resources with school based social services and workforce training/support program; align housing resources with transit planning to expand services and improve access. This goal is not achieved directly through the proposed expenditure of CARES funds.
10	**Goal Name**	AFH Goal 6: Strengthen access to fair housing
	Goal Description	This AFH Goal corresponds with all Consolidated Planning Goals; however it is directly related to the City's obligation to further fair housing. This goal is not directly achieved through the proposed expenditure of CARES Act funds.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects funded for FY 19-20 reflect a variety of programs, facilities improvements and public services in addition to programs focused upon increasing affordable housing to include rental and homeowner rehabilitation and mortgage principal reduction for homebuyers for low-to moderate income households as well as soft costs for affordable housing rental unit development. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. When a funding balance is accrued to support an allocation of local funds, the City disburses them in alignment with CDBG funds. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those at 81-120% AMI. Additionally, program income provides additional revenue for eligible programs. In the past, PI has been used for mortgage principal reduction loans and home repair loans. For the upcoming program year, the City anticipates that $200,000 will be generated and used for mortgage principal reduction loans (via CDBG agreements for PY 19 - 20).

Amendment #1: In March of 2020, the State of NM issued a stay at home order for New Mexico residents to stem the tide of the coronavirus. In response, the City dedicated dormitory beds and apartments at the Midtown campus property to house people who did not have homes or safe places to shelter in place. A primary goal for the City's creation of the Midtown shelter was to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective was to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests could be discharged, as well as sheltering people leaving detox/recovery programs or detention centers.

This Action Plan Amendment proposes to use CARES Act funding to supplement the City's operation of the Midtown Shelter. The New Mexico Coalition to End Homelessness will act as the City's fiscal agent to hire staff and ensure that health care and programming is comprehensive and relevant to the people housed at the campus.

This second Amendment proposes to use CARES Act funding to reimburse acquisition costs related to the purchase of Santa Fe Suites, such as appraisal, financing, and legal and transactional services. As cash entered into the project, the funds will then support the implementation of extended services

and partial subsidy of units occupied by residents whose rent is not currently subsidized.

Projects

#	Project Name
1	Homewise Mortgage Principal Reduction
2	Santa Fe Habitat Home Repair
3	Santa Fe Civic Housing Authority Calle La Resolana LIHTC
4	Santa Fe Civic Housing Authority Villa Consuelo Rehabilitation
5	Youth Shelters and Family Services TLP/Cold Weather Shelter Security System
6	SFPS Adelante Expanded School Liaison Project
7	Coming Home Connection-Casa Cielo
8	Interfaith Women's Summer Safe Haven Shelter
9	Youth Shelters and Family Services Street Outreach Program
10	Project Administration
11	Housing Trust Principal Reduction
12	Midtown Shelter - CV
13	**Santa Fe Suites - CV**

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Ten (10) of the community projects under subrecipient professional service agreement contracts with the City, were selected for presented strategies that address the highest and immediate needs in the community, to include organizational effectiveness, the ability of the organization to leverage funding for the projects, and to positively and sustainably impact the most individuals in need. The Housing Trust, though not selected in this year's funding proposals, will remain active as a result of anticipated Program Income generation from previous year CDBG funding. Allocations for projects reflect approximately 15% usage of the CDBG grant for public service projects, 3% for public facilities improvements, 29% for mortgage reduction assistance, 19% for home repairs, 14% for soft costs in the development of affordable rentals as well as rehabiliation of affordable rentals, and 20% for project management and administration.

Amendment #1: The Midtown Shelter project will directly address the highest and immediate need in the community which is to protect public health as related to the COVID-19 pandemic. Another goal is to improve the individual health outcomes of individuals and families experiencing homelessness who do not have a home or a safe place to be quarantined and remain socially distant. A longer term goal is to connect these shelter residents to supportive services and permanent housing. NMCEH was selected as the City's partner because of its organizational effectiveness, its ability to leverage funding for the

project, and to positively and sustainably impact the most individuals in need.

Amendment #2: The current amendment proposes to partially reimburse Community Solutions for transactional costs related to the purchase of Santa Fe Suites. These include appraisal fees, due diligence services, financing charges, and legal services fees required by the funding and closing on the purchase of the property. In turn, these funds will be added directly to the project's current operating budget allowing them to supplement services provided at the property as well as directly subsidizing rental and other housing costs as needed.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Homewise Mortgage Principal Reduction
	Target Area	Citywide
	Goals Supported	Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Mortgage Principal Reduction Homebuyer Training and Counseling Fair Housing Outreach
	Funding	CDBG: $338,000
	Description	Mortgage principal reduction assistance for households under 80% AMI. 10-15 Households: $20K limit per h/h. Organizational Mission: To help create successful homeowners so that they improve their financial well being and contribute to the vitality of the community. Project Services: Assist 10-15 homeowners earning below 80% AMI in the City of Santa Fe to establish home ownership through mortgage reduction assistance services. This project addresses the following goals from the AFH:1. Create more affordable, quality housing that is equitably distributed throughout the City. Create more accessible, affordable, quality housing, to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords. Of the $330,000: $188,000 sourced from CDBG 2019 funding and estimated $150,000 from anticipated Program Income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Mortgage principal reduction assistance for households under 80% AMI. 10-15 Households: $20K limit per h/h.
	Location Description	1301 Siler Rd., Santa Fe, NM 87507
	Planned Activities	Homewise will provide mortgage principal reduction assistance to homebuyers who qualify and have completed educational requirements for eligibility.
2	**Project Name**	Santa Fe Habitat Home Repair
	Target Area	Citywide

	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Homeowner Opportunities AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Homeowner Rehab, Upgrades and Retrofits AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $124,715
	Description	Emergency repairs for homeowners earning below below 60% AMI (CDBG). Limit of $10K per h/h. Organizational Mission: Santa Fe Habitat for Humanity promotes affordable home ownership for Santa Fe area residents by constructing simple, adequate and safe houses through the cooperative efforts of volunteers, partner families, donors and staff. Project Service: Will provide home repairs for 20-29 households earning less than 60% AMI.This project addresses the following AFH goals:1. Create more affordable, quality housing that is equitably distributed throughout the City. Preserve and improve existing housing occupied by low and moderate income renters and owners. Create more accessible, affordable, quality housing, to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	30 Households earning less than 60% AMI. (Historically this program serves majority of elderly homeowners earning less than 50% AMI).
	Location Description	2520 Camino Entrada Ste. A, Santa Fe, NM 87507
	Planned Activities	Habitat for Humanity will provide emergency home repair for homeowners who qualify for the assistance.
3	**Project Name**	Santa Fe Civic Housing Authority Calle La Resolana LIHTC
	Target Area	
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing

	Needs Addressed	Rental Units & Support Services AFH Factor: High Housing Costs AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $47,100
	Description	Predevelopment, acquisition and soft costs for (45) Affordable rental unit development. Organizational Mission: To improve the living environment of low to moderate income families served by creating and sustaining safe, decent and affordable housing that fosters stability and increased self-sufficiency. The agency promotes personal, economic and social upward mobility by providing individuals and families the opportunity to make the transition from subsidized to non-subsidized housing. The mission emphasizes the efficient and successful management of resources in today's time of transition. Over the past twenty years, the SFCHA has collaborated with local non-profit agencies to make significant progress toward this mission. Project Service: The Santa Fe Civic Housing Authority will develop an affordable townhouse unit style on Calle La Resolana. The development will provide housing for 45 households earning below 80% AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	45 households earning less than 80% of AMI will be served to include (11) ELI and (34) LI.
	Location Description	1115 Calle La Resolana, Santa Fe, NM 87507
	Planned Activities	Santa Fe Civic Housing Authority will provide pre-development activities for affordable rental development comprised of 45 units.
4	**Project Name**	Santa Fe Civic Housing Authority Villa Consuelo Rehabilitation
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Rental Rehabilitation AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $47,100

	Description	Villa Consuelo offers 100 Infill Rental Units and Support Services for Low Income households at or below 50% AMI. Funds will be used for soft costs associated with rehabilitation of 100 units to replace HVAC, windows, floor coverings, bathrooms and kitchens and bring each unit into 100% ADA compliance. Organizational Mission: To improve the living environment of low to moderate income families served by creating and sustaining safe, decent and affordable housing that fosters stability and increased self-sufficiency. The agency promotes personal, economic and social upward mobility by providing individuals and families the opportunity to make the transition from subsidized to non-subsidized housing. The mission emphasizes the efficient and successful management of resources in today's time of transition. Over the past twenty years, the SFCHA has collaborated with local non-profit agencies to make significant progress toward this mission. Project Service: The Santa Fe Civic Housing Authority will rehabilitate the affordable units at Villa Consuelo which are inhabited by individuals earning at or below 50% AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of (100) households earning less ELI-MLI, mainly seniors, will benefit from the rehabilitation of the rental units.
	Location Description	1200 Camino Consuelo, Santa Fe, NM 87507
	Planned Activities	Santa Fe Civic Housing Authority will rehabilitate 100 affordable rental units.
5	**Project Name**	Youth Shelters and Family Services TLP/Cold Weather Shelter Security System
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Emergency Shelter
	Funding	CDBG: $21,660

	Description	Security system expansion for the TLP/Cold Weather Shelter serving (30) ELI-LI youth ages 17-21. Organizational Mission: Youth Shelters and Family Services (YSFS) delivers life-changing solutions to homeless, runaway and in-crisis youth by providing shelter and addressing health, safety, education and workforce opportunities so they can achieve lifetime independence. Project Service: YSFS will install an expanded security system for the Youth Emergency Shelter and Transitional Living Program/Cold Weather Shelter in order to increase mitigation of unauthorized resident contact with non-residents, flight of minors, co-mingling, and provide security for on-site staff.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (30) individuals ages 17-21 will benefit from the proposed project. The Youth Emergency is a 24-hour safe haven for youth in crisis ages 10-17. The Transitional Living Program is a supervised home and apartment setting for youth ages 17-21 attending school, job training, or working as youth transitioning to independence. The Cold Weather Shelter is a winter emergency shelter with 8 beds where youth can stay nightly during the coldest months.
	Location Description	4435 Airport Rd., Santa Fe, NM 87507
	Planned Activities	Youth Shelters and Family Services will expand the security system for the TLP and the Cold Weather Shelter.
6	**Project Name**	SFPS Adelante Expanded School Liaison Project
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs AFH Goal 4: Create more access., afford. qual. hou AFH Goal 5: Improve access to high quality schools AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Support Services for Homeless and At Risk Fair Housing Outreach AFH Factor: High Housing Costs AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $32,970

	Description	The liaison project links Adelante parents, their children K-12. Organizational Mission: The Santa Fe Public School (SFPS) Adelante Program works to strengthen opportunities for the academic achievement and life success of Santa Fe children and youth who are experiencing homelessness. Based on the federal McKinney-Vento Homeless Assistance Act, SFPS Adelante Program is part of the Santa Fe Public Schools and a fiscal project of Santa Fe Partners in Education Foundation. Services are bilingual and include advocacy, tutoring, evening programs, case management and providing material aid such as school supplies and clothing. Project Services: SFPS Adelante will provide staffing for multi-level, bilingual services to students and their families. The increased staffing will facilitate and expand access to long term, stable housing for a minimum of eight hundred and fifty (950) children, youth and their families experiencing homelessness. Children ages birth through five years of age, receive appropriate support in order to be prepared for Kindergarten. School age children experiencing homelessness receive the appropriate support to succeed in school. School age youth that are disconnected from school and experiencing homelessness will receive support to re-engage with school or attend an alternative program with career pathways.This project incorporates actions from the following AFH Goals: 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (950) youth and ELI/and or Homeless families will benefit from the proposed activities.
	Location Description	1300 Camino Sierra Vista, Santa fe, NM 87505
	Planned Activities	SFPS Adelante will provide housing and educational support services to youth and their families qualifying as homeless through McKinney-Vento.
7	**Project Name**	Coming Home Connection-Casa Cielo
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations AFH Goal 4: Create more access., afford. qual. hou
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Accessible Housing for Disabled
	Funding	CDBG: $18,856

	Description	Staffing for End of life home and services for 15 Homeless, ELI and LI individuals. Organization Mission: For over ten years Coming Home Connection has provided skilled and compassionate in-home care to those in need in Santa Fe and the surrounding counties. They provide unique volunteer-hybrid model combines free and low-cost care, administering services to a wide range of people regardless of their ability to pay. Caregivers, all of whom are trained and background checked, are committed to honoring the dignity and privacy of each care recipient, and providing the highest quality of care. Project Goals: Casa Cielo will provide staffing specializing in care for the end-of-life and hospice support, for (15) elderly, indigent and ELI-LMI individuals facing end of life housing and care needs.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (15) homeless, ELI-LMI individuals facing the end of their life will benefit from the proposed activities.
	Location Description	418 Cerrillos Rd. #27, Santa Fe, NM 87501
	Planned Activities	Coming Home-Casa Cielo will provide end of life services and housing for individuals facing terminal illness and/or are at the end of their life stage.
8	**Project Name**	Interfaith Women's Summer Safe Haven Shelter
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $28,000
	Description	Staffing for Support Services/Emergency Shelter: WSSH will provide safety, security and community for 160 women and their children from May through October 2019. Organizational Mission: Interfaith Community Shelter offers hope and a safe place for anyone who is homeless or vulnerable as they overcome adversity, providing short-term survival services and long-term services in collaboration with other local service provider partners. Project Service: Interfaith will increase staffing for the Women's Summer Safe Haven (WSSH).This project incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Create more accessible, affordable, quality housing to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (160) homeless/at risk for homelessness ELI to LI women and their children will benefit from the proposed activities.
	Location Description	2801 Cerrillos Rd., Santa Fe, NM 87505
	Planned Activities	Interfaith Shelters will provide shelter services for women and their children who are homeless or at risk for homelessness from May-October in 2019 and May-June in 2020.
9	**Project Name**	Youth Shelters and Family Services Street Outreach Program
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $18,840
	Description	Funding will provide staff for outreach services at the Interfaith Community Shelter during the Winter season and during year-round Resource Center hours. Additional relief staff hours will continue at the drop in center to ensure shifts are covered. Organizational Mission: Youth Shelters and Family Services (YSFS) delivers life-changing solutions to homeless, runaway and in-crisis youth by providing shelter and addressing health, safety, education and workforce opportunities so they can achieve lifetime independence. Project Service: YSFS will provide staffing for street-based critical services such as food, water, clothing emergency aid supplies, tents, backpacks, sleeping bags and blankets to six hundred and fifty (400) ELI youth up to age 21. The Street Outreach Program also has a Drop-in Center where youth who do not have a safe place to live can shower, do laundry and receive case management support services.This project incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum number of (400) homeless/ELI-LI individuals will benefit form the proposed activities.
	Location Description	402 S. St. Francis Dr., Santa Fe, NM 87501

	Planned Activities	Youth Shelters and Family Services will provide outreach and linkage to housing services to youth and young adults who are homeless or at risk for homelessness.
10	**Project Name**	Project Administration
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $131,810
	Description	Administrative and staff activities associated with CDBG projects and services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated total number of (1,700) ELI-MI individuals and households to benefit from the proposed CDBG projects.
	Location Description	500 Market Street, Suite 200, Santa Fe, NM 87501
	Planned Activities	Administration of 2019-20 CDBG projects.
11	**Project Name**	Housing Trust Principal Reduction
	Target Area	Citywide

	Goals Supported	Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Mortgage Principal Reduction AFH Factor: High Housing Costs
	Funding	CDBG: $50,000
	Description	Provide mortgage reduction assistance for homeowners 80% AMI and below through Program Income. Of the $50,000 expected in resources, 100% will be Program Income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that approximately three households will benefit from this mortgage reduction assistance activity funded through the generation of Program Income.
	Location Description	1111 Agua Fria St., Santa Fe, NM 87501
	Planned Activities	Mortgage reduction assistance provided for up to three households earning 80% or less of AMI.
12	**Project Name**	Amendment #1: Midtown Shelter - CV
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk
	Funding	CDBG - CV: $361,227
	Description	The City will dedicate dormitory rooms and student housing facilities to house a total 150 homeless people. The objective is to prevent infection, address health needs for infected people and reduce the likelihood of an outbreak among homeless people. CARES funds will be used to support coordinated case management services and shelter staffing in response to the COVID-19 pandemic, as well as basic operating costs for the shelter, including meals, linen services, office supplies, insurance, cleaning and disinfecting services and personal health care/hygiene items for guests.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that 150 homeless people will be housed at the Midtown Shelter.

	Location Description	1600 St Michael's Drive, Midtown Property (formerly the Santa Fe University of Art and Design)
	Planned Activities	Most of the people housed at Midtown are homeless or without a safe place to be quarantined or to maintain social distancing. As such they are highly vulnerable to infection from COVID-19 and also likely to spread the virus if living on the streets or in a shelter. Other case management needs are also provided. For those who are COVID positive or awaiting test results, medical support will be coordinated to ensure proper quarantining protocols, in addition to referral to more intensive medical care if needed. Residents are provided a single occupancy room with a TV and three meals per day. The shelter also provides a safe place for people discharged from the hospital (either post treatment or for other reasons), recovery programs and detention facilities. Also important, is that converting this facility to house homeless people reduces the population density at the area shelters, enabling them to observe social distancing guidelines. The shelter also provides a safe place for people, either infected or vulnerable to infection to be discharged from hospitals and other institutions.
13	**Project Name**	Santa Fe Suites – Acquisition, Operations, Subsidy
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Acquisition and Rehabilitation AFH Factor: High Housing Costs AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $581,333
	Description	Santa Fe Suites offers 122 studio apartments for three different income ranges: workforce renters (below 120% AMI), very low income renters (below 60%AMI) and individuals and families transitioning out of homelessness (below 30%AMI). Put into service in late 2020, the property is owned by a national nonprofit, Community Solutions, and operated by St Elizabeth Shelter as a permanent supportive housing option for people transitioning out of homelessness. Support services are offered on site and several renters are subsidized with rental assistance from other state and federal sources. Programming continues to be developed as needs emerge.

	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of (40) households earning less ELI-MLI, mainly households transitioning from living in hotel stays and local shelters, will benefit from enhanced support services and rental subsidy.
	Location Description	3007 S **Saint Francis** Dr, **Santa Fe,** NM 87505
	Planned Activities	Use reimbursement funds to directly infuse cash into the property's operating budget to further support services provided on site and partial rental subsidy.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Community Development Commission placed the highest funding priority on affordable housing and provided related services citywide, rather than focusing on a specific area or neighborhood. Though it is desired to utilize CDBG towards rental units such as the Soleras Station project and additional rental developments in the Midtown Campus Qualified Census Tract, the developer expense of constructing these is challenging in the absence of Low Income Housing Tax Credits. One LIHTC project (Calle La Resolana) chosen this year will be developed along the main corridor of the City near Cerrillos Rd and will serve a growing area of need. The LIHTC application and award timeline does not often synchronize with that of CDBG; however, if future projects of this type are awarded and CDBG funding becomes available later in the year, it can be used towards them, such as in the case of Stage Coach Apartments in previous years.

The final high priority of the CDC is funding public facilities that most closely serve households transitioning out of homelessness as well as funding public services that help very low income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All programs for the 2019 CDBG program year will serve extremely low to moderate-income residents throughout the City as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with more population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also

the same standard for home improvement funds. Likewise, public service programs that serve at risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve the City's housing opportunities. Reflecting that objective, the funded projects in this plan serve the homeless both through public services that provide support and referral to housing as well as end of life needs for homeless and/or ELI-LMI individuals. The public service projects are Adelante School Liaison, Youth Shelters Outreach and Drop In, Interfaith Shelter's Women Safe Haven, Coming Home Connection-Casa Cielo. Installation of an expanded security system for the Youth Shelters and Family Services TLP/Cold Weather Shelter is a facility improvement project to serve homeless youth to young adults. Maintenance of homes and energy efficiency upgrades with home repair assistance and affordable rental rehabilitation projects include Habitat for Humanity Home Repair and the Santa Fe Civic Housing Authority-Villa Consuelo Apartments rehab. An additional development project of affordable rental units with an emphasis on sustainable design is the Santa Fe Civic Housing Authority-Calle La Resolana which are also included in 2019-2020 funding. Finally, home ownership opportunities are increased for LMI households through the Homewise-Mortgage Principal Reduction Assistance project. Delivery of these services is provided through the City's network of nonprofit partners which ensures they are effective, responsive and timely.

One Year Goals for the Number of Households to be Supported	
Homeless	150
Non-Homeless	158
Special-Needs	0
Total	308

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	45
Rehab of Existing Units	130
Acquisition of Existing Units	0
Total	175

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Households shown above to be supported through CDBG funded affordable housing in 2019-20 include

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estimates of (158) households receiving support through downpayment assistance and affordable rental developments. Calle Resolana will provide (45) new units, Habitat for Humanity and Villa Consuelo projects will provide (130) rebabbed units. The total projects addressing homelessness for the 2019-20 fiscal year will serve the following through public service and shelters: 950 households served through Adelante; 160 women provided shelter at the Women's Safe Haven; 400 youth households reached through outreach and other services; 3 through the Coming Home Connection End of Life services; and 30 through the Youth Shelters and Family Services TLP/Cold Weather Shelter security system expansion. Non-homeless households include: 30 households provided home repair and energy efficiency upgrade assistance; 100 households served with rehabbed, affordable apartment rental units; 45 households served with new affordable rental units; 12 individuals provided with end of life services through Coming Home Connection-Casa Cielo and 12 households provided with homeownership opportunities through mortgage principal reduction assistance with Homewise. The 2019-2020 projects listed also address the fair housing goals outlined in the City's AFH Plan.

In addition to the above stated CDBG funded projects, a LITHC mixed-use development proposal was approved for 65 units at the Siler Yard to be completed in 2020.

Amendment #1: This amendment proposes directly addressing the shelter and services needs of 150 individuals and families, who are currently unhoused during the COVID-19 pandemic. The dual purpose of this project is to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective is to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests can be discharged, as well as sheltering people leaving detox/recovery programs or detention centers who would otherwise be vulnerable to infection.

Amendment #2: The second amendment proposes to use CARES Act funds to further subsidize the operations and rental costs for 40 residents/units at the Santa Fe Suites property. Importantly, these funds will support the development of robust, on site programming for people transitioning out of homelessness, or temporary housing situations deployed to meet pandemic-related housing needs such as long term hotel stays or the Midtown Shelter.

AP-60 Public Housing – 91.220(h)

Introduction

This section describes how the City and the local housing authorities will work together to address the needs of residents of public housing, Housing Choice Voucher holders and other extremely low income residents.

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 490 units of public housing, and manages 670 housing choice vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families. Currently, 269 people are on the public housing waiting list for a housing authority apartment unit, and approximately 171 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for public housing. The wait for a unit is between 18 and 24 months; however, the waiting list is only open on a lottery basis at designated times during the year.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. For the upcoming year, funds will be used to rehabilitate public housing units to bring them up to current code requirements, improve energy efficiency, and update other quality of life amenities.

As noted in the project list, the Santa Fe Civic Housing Authority, will update 100 units at Villa Consuelo and were granted CDBG rehab funding for soft costs associated with this project.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Both PHAs provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The PHAs are not designated as troubled.

Discussion

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. The City has to subordinate and amend its lease agreements with the housing authority every time a funding application is submitted. During the program year, the City expects to put out for RFP the donation of another parcel of City-owned land and anticipates that the housing authority will submit a proposal to develop approximately 60 units of affordable rental housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent “at-risk” populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City has incorporated the mission of "Built for Zero" (BFZ) to address chronic homelessness in 2019. The BFZ project is a national, evidence based model used to end homelessness: https://www.community.solutions/what-we-do/built-for-zero. The first step to the model is to identify those who are homeless by August 2019, within the community, by name, followed by a strategic, coordinated outreach and networking system of linking homeless individuals and families to services as well as housing. The goal indicator for the BFZ program is a significant reduction (30%) in homelessness by January 2020. Service prioritization is made through the development of a simplified VI-SPDAT (Vulnerability Index-Service Prioritization Decision Assistance Tool). Finance consultants at Community solutions, the umbrella organization for the BFZ program identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing that will remain tied to the coordinated entry system providing a continuous housing supply for those in need.

Those who are facing homelessness or special needs are now able to benefit from long range transportation for access to VA services in Albuquerque and SOAR model benefits application assistance through YSFS, Life Link and Adelante. These are added services that are currently provided by organizations throughout the City and greatly contribute expanding access for consumers.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

All of the city’s nonprofit partners who work with homeless persons have extensive outreach activities and the City will be working to better coordinate outreach to make sure we are reaching everyone. The Resource Center called Pete’s Place, is part of the existing Interfaith Shelter and offers emergency beds in winter, meals and clothing. Most importantly, the organization brings together outreach coordinators to provide information about available services. Medical care, job counseling, meals, clothing,

transportation are a few of the services provided at Pete's Place, which is partially funded through local funds allocated through the City's Human Services Division. In response to direct community need, Interfaith proposed the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season. For the 2019-20 program year, the City allocated CDBG funds to provide safe shelter for women and expect to serve up to 160 women and their children.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic and veteran homelessness in participating communities. Since Santa Fe has met the federal benchmarks for effectively ending veteran homelessness, current efforts will concentrate on housing all of those in the City who are chronically homeless. The coordinated entry system will be used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the approximately 100 individuals who are currently chronically homeless in Santa Fe.

Addressing the emergency shelter and transitional housing needs of homeless persons

St. Elizabeth operates two emergency shelters and three longer-term supportive housing programs. Its Men's Emergency Shelter has 28 year-round beds along with a library, TV room, laundry, showers and intensive case management. *Casa Familia* has 10 beds for single women, eight rooms for individual families, and can accommodate up to 30 people, depending on family size. It also has a TV/play room, dining room, laundry and donations room where clothing and toys are available for guests. These shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues and both have a program manager, case managers and supervisory staff. *Casa Cerrillos* is a permanent housing program with 28 apartments for adults with disabilities, many with co-occurring substance abuse problems. Siringo Apartment is a permanent housing program with eight apartments for seniors. *Sonrisa Family Shelter is a transitional housing program* with eight apartments for families with children. It has a two-year stay limit within which time families are expected to have overcome the issues leading to their becoming homeless and have saved enough funds to successfully move in to housing of their own. All three supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

Interfaith Community Shelter is a largely volunteer agency consisting of 40+ faith and community groups and nearly 2,000 active volunteers. ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, the three

components of programming are the Seasonal Night Shelter; the Day Services Program; and the Women's Summer Safe Haven. Resource Days operate three days a week, year round, with 12 partner provider agencies.

Life Link, established in 1987 in a motel, has evolved into a highly effective behavioral health and supportive housing center. At *La Luz*, 24 apartment units and an additional 74 City wide scattered-site units are provided to people with mental illness and other co-occurring disorders, based on the permanent supportive housing model. Life Link provides extensive outpatient treatment, pyscho-social rehabilitation, homeless prevention and rental assistance, peer support services and onsite healthcare screening.

Esperanza is a full service organization offering advocacy, counseling, case management and legal advocacy for survivors of domestic violence. It operates a 24/7 Crisis hotline 1-800-473-5220, as well as, a shelter that can house up to 32 people. The organization also offers comprehensive non-residential counseling services.

Youth Shelters and Family Services. Youth Shelters and Family Services helps hundreds of homeless, runaway, and at-risk youth each year. The organization annually provides thousands of bed nights for youth through its emergency shelter, cold weather shelter, transitional living, and rapid rehousing programs. In addition, services are provided through the organization's drop-in center, street outreach, counseling center, pregnant and parenting initiative, youth appropriate referrals, case management, skill building services and activities geared toward self-sufficiency and readiness for adulthood. Youth ages 10-17 can stay at the emergency shelter for 1 - 90 days, youth ages 17-21 can stay in the transitional, apartment-style living units for up to 18 months, and youth ages 18-24 can stay in the scattered site rapid rehousing apartments for up to 2 years.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". A newly formed Homeless Task Force began meeting in October of 2017 to analyze and provide recommendations to the Governing Body "to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience." The task force reported back to the Governing Body and these recommendations shaped the 2018-2022 Consolidated Plan planning process. Also, the NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is

given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City of Santa Fe has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and the soon-to-be finished Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. The City has contributed financially in various ways to each of these projects. During the 2019-20 program year, the City proposes to use $47,100 of funds to support the rehabilitation of Villa Consuelo Apartments, a 100-unit property that provides housing for at risk populations earning at or less than 50% AMI. The Coming Home Connection-Casa Cielo program will provide hospice beds for a minimum of 3 homeless individuals and 12 ELI-LMI at risk for homelessness individuals facing end of life needs.

Amendment #1: An important component to the shelter provided at Midtown is matching residents with the necessary social services to meet and improve the other social determinants of health. Another piece is to streamline outreach with connecting people to shelter The City anticipates that the Midtown Shelter will provide the basis for better data collection (understanding who is homeless and who needs help) and integrating them into a coordinated system of social services.

Amendment #2: The 40 units at Santa Fe Suites dedicated to residents who are transitioning out of homelessness and temporary housing situations address a major gap in Santa Fe's efforts to end homelessness. The city's homeless services providers have ample capacity to provide emergency housing but there is a deficit of long-term units in the affordable housing market place. For people whose stays in shelters have been recurring, having a permanent home is truly life-changing in that other social services, mental health and medical needs are simultaneously addressed.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's CDBG entitlement funds and local funds will be used used to support those with special needs through Adelante, Life Link, the Interfaith Shelter programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or to make the transition to permanent housing. The City's Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter for youth with special needs and/or at risk of homelessness), Interfaith (Women's

and Community Shelter for women with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless students in Santa Fe Public Schools. CDBG funds are being used to provide enhanced security for homeless youth (Youth Shelters and Family Services TLP/Cold Weather Shelter), as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters. Casa Cielo is a new program funded through CDBG for 2019-2020 and will address the needs of elderly and/or terminally ill individuals facing end of life transitions. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of at-risk-for-homelessness-serving organizations (LifeLink, SFPS Adelante Program, YouthWorks and the Santa Fe Recovery Center) These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors and those starting a new chapter toward addiction recovery within the community. It was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents.

The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems.

Amendment #1: A primary focus for the project proposed in this amendment is to streamline the placement into housing of people being discharged from institutions, detention centers and recovery programs. Without a safe and socially distant place to stay, many of these people would be even more vulnerable to infection than the average person.

Amendment #2: This second amendment proposes to support the next step for serving the residents of Midtown and long term hotel stays, as well as those transitioning from immediate homelessness. Importantly, the Santa Fe Suites will provide a long term housing option for those who would otherwise be most at risk of Covid infection and spread.

Discussion

See above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development--particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice and has submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the new federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities. Some of the barriers or impediments to affordable housing identified in the 2011 AI still exist according to the 2016 analysis and mitigation steps are incorporated in the 2018-22 Consolidated Plan as well as the 2019 Annual Action Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

1. Lack of affordable housing; efforts are being made to introduce an ADU ordinance which will ease restrictive Land Use codes for building accessory dwellings, and therefore, provide incentive for infill development and increased accessory dwelling housing throughout the City.
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, *and* the lack of public transportation; CDBG projects funded through the RFP process are scored based upon livability and sustainability to include higher scoring for walkability to services, transportation and quality schools.
3. Lack of fair housing information and supportive services; The City's Fair Housing Assessment is accessible to the public on the City website and is updated every few years. The Annual Action Plan and projects chosen for the year are largely influenced by the needs outlined in the FHA.
4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice; one quarter of these survey respondents identified this as a "very serious" contributing factor; The public engagement survey application of MetroQuest, will be incorporated into the outreach plan and used to provide an online venue, accessible through the City's website and social media. The application will be utilized to attract a more demographically diverse representation in voices and opinions to be shared throughout the City.

The City works with Spanish speaking fair housing advocates that actively meet with approximately 75 local small businesses and non-profit organizations that distribute fair housing literature published by the City and describe tenant rights.

The City of Santa Fe has been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These include the Siler Road corridor and the Midtown Local Innovation Corridor District, or Midtown LINC, at St. Michael's Drive.

Currently in place, an amendment to the City's Chapter 26 of the city's code which governs the Santa Fe Homes Program and allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, averaged over three income tiers, and HUD's Fair Market Rent. In the upcoming year, the code will sunset and will be amended to appropriately charge fee amounts, provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The objective is to generate enough revenue to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen up some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

Discussion:

The most recent data shows a current occupancy of almost 98 percent for all rental housing in Santa Fe. In the furtherance of planned actions to ameliorate barriers, the City has researched development proposals with the Land Use department, affordable housing service providers and with the County and as a result, provides general information on developments in this section. The Office of Affordable Housing is tracking the following apartment development proposals that have come up within the past year which are in varying stages:

Rodeo Village: a proposed 188-unit market-rate apartment project located on Rodeo Road, just west of St. Francis Drive and adjacent to the railroad tracks. The site area is just over eight acres, and the project will include multiple buildings of two and three stories, plus amenities to include a fitness center and pool. Construction is anticipated to commence by the end of 2019.

Gerhart Apartments: A 258-unit apartment complex proposed for an approximate 11-12-acre site on South Meadows Road in SW Santa Fe. It has not received development approvals, but was recently awarded an upgrade in zoning from R-1 to R-21. All units would be available at market rent (no income-

restricted) and would target a mid-price apartment tenant. At this time, an affordable housing payment fee-in-lieu has been discussed.

Madera Apartments: A 355-proposed apartment complex that is currently seeking land use approvals for a zoning change to accommodate higher density use. Located near Gerhardt and with easy access to the bypass route, the units could provide much needed workforce housing for those commuting downtown or even to Albuquerque.

Markana Apartments: A 188-unit project in the development approval process that is proposed for a 7-acre site near Home Depot. The units will be rented at moderate rents and residents will have easy access via transit to Santa Fe's main commercial areas.

Turquesa Apartments: A 240 unit apartment project that has received final approvals from the Planning Commission. Located near the Santa Fe Place Mall, the site offers great access to shopping, transit, other amenities and the Arroyo Chamiso bike trail.

Vizcaya III: the final phase of an existing rental property, this project will offer 52 units, with a mix of 1 and 2 bedroom sizes. The site is located near shopping areas, transit and a trail connection to the Arroyo Chamiso trail.

Capital Flats: this project is located in a redeveloping mid-town area near the Capital Station Railrunner Station and will provide 139 studio, 1BR and 2BR units. The property is within walking distance of several retail centers and the Rail Trail which connects to the Acequia Trail and the Arroyo Chamiso trail for bicycle and pedestrian connectivity.

Acequia Lofts: this multifamily community is planned for site off Agua Fria road, in a transition area between single family neighborhoods and the more commercial and mixed use areas near the intersection with Siler Road. 120 units will be built in a combination of 1BR and 2BR sizes. The site is located near the River Trail and easy biking distance of downtown, shopping areas, and community amenities.

AP-85 Other Actions – 91.220(k)

Introduction:

This section describes additional efforts to address obstacles to meeting underserved needs, promote efforts to coordinate and facilitate the many elements related to housing, create suitable living environments, and promote economic development for low and moderate income persons.

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many locals to afford housing. As noted earlier, the recession helped to level out skyrocketing appreciation, which has made homeownership more affordable for those with moderate incomes. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the lack of available resources. With continuing reductions in the available resources, the number of people and the extent to which they can be served is declining. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. However, recovery from the damage that was done to the financial status of many households, especially low and moderate income households, is still slow; for many, recovery has not happened. The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the community's needs.

Even before the economic downturn, a common obstacle to the underserved need of homeownership for Santa Fe residents was lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs.

A focus in 2018 as well as 2019, has been on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic

vitality, quality of life and social equity for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services. The Youth and Family Services Division funds several programs that serve homeless and those with special needs and the City's Office of Affordable Housing provides funding to support homebuyer training and counseling and support for existing homeowners through home repair, refinancing, and Home Equity Conversion Mortgages (HECM).

The City’s inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and 15% for rental units. As mentioned in AP-75, an ordinance amendment allows for a fee in lieu to be paid, by right, for multi-family rental development. The fee is calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees. The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City’s Affordable Housing Trust Fund (AHTF).

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is

required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe's housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an already existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled "Protect Your Family from Lead in Your Home" is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City will work toward implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects breaking ground in 2019-2020 will provide continuity in 2019 for this focus.)
- Fund a local housing voucher program to provide assistance to the homeless and near homeless; (Local funds will support a voucher program administered through Life Link.)
- Modify the Santa Fe Homes Program (SFHP) so that the rental requirement is relevant to the housing needs in the community. (Underway)
- Work with for-profit and non-profit organizations to develop one new multi-family, mixed income rental property. Total units not to exceed 100 per project (Support for the Siler Yard is ongoing);
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe.

Specific programs that reduce the number of poverty level families are:

- Conserve and maintain Santa Fe's existing housing stock and residential neighborhoods.
- Continue to support rehabilitation loan programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water

heaters.

- Support the SFCHA's ongoing RAD conversion projects to renovate public housing units, building new units when feasible.

Actions planned to develop institutional structure

During the current program year, the City will continue the successful institutional delivery efforts and, when needs arise, work with partners to address those challenges with program delivery.

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner as possible. The sub-grantees are then able to leverage additional programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The main strengths of the current institutional delivery system is the wide range of services provided by the City or the funding of Non-profit organizations to offer an array of services to low to moderate income residents. The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2019 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at risk youth and people with special needs and disabilities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, the newly formed Mayor's Task Force on Homelessness, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development for the increase of affordable

workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community. The Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. CDBG funds are being used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; and support for low-mod homebuyers/homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

Discussion:

The most obvious gap is the reduction in funding on all levels from the federal to the local levels. Another effect of the recent economic downturn is the increase in households at risk becoming homeless or experiencing episodic homelessness. Without an increase in resources to support services and facilities, the service providers are grappling with limited capacity to meet emerging needs. In response, the Santa Fe City Council has supported an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach a those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at risk youth and people with special needs and disabilities.

Future production of new units will need to reflect the needs of emerging populations, specifically older,

smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow “aging in place” and entrepreneurial activities. As a manner of addressing these needs, a new resolution to increase accessible dwelling units is in the works with Land Use and Housing partnering to create solutions to the challenge. The resolution, if adopted, will affect zoning regulations and density barriers, and proposes ADU's as age in place alternatives that will also serve to provide much needed, additional infill housing inventory throughout the City.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

This section identifies program income that is available to the City of Santa Fe for use that is included in projects to be carried out during PY2019.

Projects funded for FY2019-2020 reflect a variety of programs, facilities and services in addition to the programs that are most commonly funded by the City – down payment assistance for homebuyers and home improvement for low-to moderate-income households as well as rental rehab projects and new affordable rental development. Public services are limited to 15% of the entitlement award and for this upcoming year four projects were funded: Adelante Elementary School liaison, Youth Shelters Outreach and Drop In Center, the Womens Summer Safe Haven Shelter and Coming Home Connection-Casa Cielo. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. When a funding balance is accrued to support an allocation of local funds, the City disburses them in alignment with CDBG funds. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those 81-120 AMI%.

The activity proposed for funding in this amendment will not result in the generation of program income.

See above.

City of Santa Fe, New Mexico
Memorandum

DATE: July 21, 2021

TO: Governing Body
Public Works – Utilities Committee
Finance Committee

VIA: Jarel La Pan Hill, City Manager JLH
Mary McCoy, Finance Department Director AL
Fran Dunaway, Chief Procurement Officer FD
Paul Babcock, Fire Chief PB

FROM: Brian Moya, Assistant Fire Chief bjm

ITEM AND ISSUE:
Request approval of the Oregon Cities Master Price Agreement for the purpose of procurement method to expend funds awarded to the Fire Department through the State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project.

BACKGROUND AND SUMMARY:

The City of Santa Fe Fire Department was awarded 2 grants through State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project. The first award, Project 20-E2736, is in the amount of $82,600.00 to purchase and equip a pressure ventilation fan for the fire department to protect firefighters from immediate dangerous to life health environments. The second award, Project 20-E2737, is in the amount $125,000.00. This funding will be used to purchase, equip and replace thermal imaging cameras on fire trucks and ambulances. Please feel free to contact me with any further questions at 955-3111.

The procurement method is the League of Oregon Cities Master Price Agreement through Municipal Emergency Services. The agreement expires 4/7/23.

PROCUREMENT METHOD FOR 20-E2736:
The Procurement Method will be a Cooperative Agreement Master Price Agreement with League of Oregon Cities Master Price Agreement through Municipal Emergency Services. The agreement expires 4/7/23.

The Munis Contact Number: 3202865
Fund Name/Number: Special Projects / FIR345A
Munis Org Name / Number: CIP Special Projects / 3259980
Munis Object Name / Number: Machinery – Equipment / 570500

PROCUREMENT METHOD FOR: 20-E2737
The Procurement Method will be a Cooperative Agreement Master Price Agreement with League of Oregon Cities Master Price Agreement through Municipal Emergency Services. The agreement expires 4/7/23.
The Munis Contact Number: 3202866
Fund Name/Number: Special Projects / FIR345B
Munis Org Name / Number: CIP Special Projects / 3259980
Munis Object Name / Number: Machinery – Equipment / 570500

ACTION REQUESTED:
Fire Department respectfully requests your review and approval

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: MES

Procurement Title: Oregon Cities Master Price Agreement

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *Master Price Agree.*

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

Department Requesting Fire Dept. Staff Name Assistant Chief Brian Moya

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Brian Moya Brian J Moya	Assistant Fire Chief	7/22/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway	Purchasing Officer	7/22/21
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

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

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

DEPARTMENT / DIVISION NAME	DATE
Fire Department	7/21/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Machinery / Equipment	3259980	570500	Project Id: FIR345A	82,600	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Dept. of Finance and Administration	3259980	490210	Project Id: FIR345A	(82,600)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
This funding is from a State of NM Severance Tax Bond (STB) Appropriation project for positive pressure ventilation fans for the Fire Department 20-E2736. Munis Grant Id: S2117

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Prepared By *{print name}* dac — Date: Brian J Moya 7/22/2021

Division Director Signature *{optio* prb — Date: Paul Babcock 7/22/22

Department Director Signature kro — Date

Budget Officer ajk — Date: Andy Hopkins 7/22/21

Finance Director *{≤ $5,000}* — Date: Alexis Lotero 7/22/21

City Manager *{≤ $60,000}* — Date: Jarel LaPan Hill 7/25/2021

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

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

DEPARTMENT / DIVISION NAME	DATE
Fire Department	7/21/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Machinery / Equipment	3259980	570500	Project Id: FIR345B	125,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Department of Finance and Administration	3259980	490210	Project Id: FIR345B	(125,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo
This funding is from a State of NM Severance Tax Bond (STB) Appropriation project for thermal imaging cameras for fire trucks and ambulances in the City of Santa Fe's Fire Department 20-2737. Munis Grant Id: S2118

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Prepared By *{print name}*	dac	Date	
Brian J Moya		7/22/21	
Division Director Signatur	prb	Date	
Paul Babcock		7/22/21	
Department Director Signature	kro	Date	
Andy Hopkins		7/23/21	
Budget Officer ajh		Date	
Alexis Lotero		7/22/21	
Finance Director *{≤ $5,000}*		Date	
Jarel LaPan Hill		7/25/2021	
City Manager *{≤ $60,000}*		Date	

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building • 407 Galisteo St. • Suite 202 • Santa Fe, NM 87501
PHONE (505) 827-4950 • FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
   1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
   2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
   3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 29 day of April, 20 21, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the City of Santa Fe, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 392, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2736 $82,600.00 Appropriation Reversion Date: 30-JUN-22
Laws of 2020, Chapter 81, Section 35, Para. 392, Eighty Two Thousand Six Hundred Dollars ($82,600.00) to purchase and equip a positive pressure ventilation fan for the fire department to protect firefighters and civilians from immediately dangerous to life or health environments in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Eighty Two Thousand Six Hundred Dollars ($82,600.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars ($0.00), which equals Eighty Two Thousand Six Hundred Dollars ($82,600.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.
[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Maria Urban
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	maria.urban@state.nm.us
Telephone	505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. **Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. **Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the City of Santa Fe may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Santa Fe
Entity Name

By: Jarel LaPan Hill
(Type or Print Name)

Its: City Manager
(Type or Print Title)

Jarel LaPan Hill
Jarel LaPan Hill (Apr 23, 2021 10:11 MDT)

Signature of Official with Authority to Bind Grantee

Apr 23, 2021
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Donnie Quintana
Signature

29 April 2021
Date

CITY OF SANTA FE

Jarel LaPan Hill
Jarel LaPan Hill (Apr 23, 2021 10:11 MDT)

JAREL LAPAN -HILL, CITY MANAGER

DATE: Apr 23, 2021

ATTEST:

Kristine Mihelcic (Apr 23, 2021 11:18 MDT)

Apr 23, 2021

KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 1, 2021 14:05 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

Apr 23, 2021

MARY McCOY, FINANCE DIRECTOR

3259980-570500

Fire Dept. PPV Fans STB 20-E2736 dac

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or Fiscal Agent (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer **Date**

_____
Division Project Manager **Date**

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 9 day of May, 20 21, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the City of Santa Fe, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 393, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2737 $125,000.00 Appropriation Reversion Date: 30-JUN-22
Laws of 2020, Chapter 81, Section 35, Para. 393, One Hundred Twenty Five Thousand Dollars ($125,000.00) to purchase, equip and replace thermal imaging cameras on fire trucks and ambulances for the fire department in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed One Hundred Twenty Five Thousand Dollars ($125,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars ($0.00), which equals One Hundred Twenty Five Thousand Dollars ($125,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.
[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
C. Project funds shall not be used for purposes other than those specified in the Project Description.
D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Maria Urban
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	maria.urban@state.nm.us
Telephone	505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2022, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. **Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. **Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the City of Santa Fe may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Santa Fe
Entity Name

By: Jarel LaPan Hill
(Type or Print Name)

Its: City Manager
(Type or Print Title)

Jarel LaPan Hill
Jarel LaPan Hill (Apr 26, 2021 09:49 MDT)
Signature of Official with Authority to Bind Grantee

Apr 26, 2021
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Donnie Quintana
Signature

5/9/21
Date

CITY OF SANTA FE

Jarel LaPan Hill
Jarel LaPan Hill (Apr 26, 2021 08:49 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: Apr 26, 2021

ATTEST:

Kristine Mihelcic

KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 1, 2021 14:22 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY McCOY, FINANCE DIRECTOR

3259980.570500

Fire Dept. Thermal Imaging 20-F2737 STB due

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*If Applicable*)

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____

Grantee Fiscal Officer or Fiscal Agent (*if applicable*)

Grantee Representative

_____ _____

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____

Division Fiscal Officer **Date**

Division Project Manager **Date**

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

CHAPMAN, DAVID A.

From: Urban, Maria, DFA <maria.urban@state.nm.us>
Sent: Thursday, May 13, 2021 3:13 PM
To: CHAPMAN, DAVID A.
Subject: 20-E2737 City of Santa Fe Fully Executed Grant Agreement
Attachments: 20-E2737 City of Santa Fe.pdf; FY 2021 Exhibit_1_Request_For_Payment_Form.xls; FY 2021 Notice of Obligation.pdf; City of Santa Fe Special Conditions Memo Final (002).pdf

Importance: High

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

Good Afternoon David,

Attached is a copy of the fully executed Grant Agreement for Project 20-E2737.

Attached are editable copies of FY2021 Exhibit 1 – Request for Payment Form and FY2021 Exhibit 2 Notice of Obligation Form for you to utilize accordingly. Please keep in mind that it is mandatory that these 2 FY2021 Exhibits be utilized.

For your convenience, we have attached a copy of the City of Santa Fe Special Conditions Memo.

If you have any questions, please feel free to email me.

Congratulations again on your grant award and I look forward to working with you.

Thank you,

Maria Urban
Community Development Project Manager
Local Government Division
Department of Finance and Administration
407 Galisteo Street
Bataan Memorial Building, Rm. 202
Santa Fe, NM 87501
Office: (505) 827-8061
Fax: (505) 827-4948
maria.urban@state.nm.us

MUNICIPAL EMERGENCY SERVICES

2330 West University Drive
Unit #10
Tempe, AZ 85281

Quote

Date	07/06/2021
Quote #	QT1486769
Expires	08/31/2021
Sales Rep	Denison, Michael
PO #	
Shipping Method	FedEx Ground

Bill To

Santa Fe/City of
P.O. Box 909
Accounts Payable
Santa Fe NM 87504

Ship To

Capt. Brian Moya
Santa Fe Fire Department
1130 Siler Rd.
Santa Fe NM 87508
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
SUPER VACUUM	V16-BL-12-AC...		V16-BL-12-AC-SP Custom SUPER VACUUM 16" PPV, 2x 12 Ah Bat., 2x AC Chargers, Shore Power - Milwaukee Battery PPV List Price $5350 - NPP.GPO Discount 9% - $4857.58	7	4,250.00	29,750.00
V18-BL-12-AC-SP			18" PPV, 2x 12 Ah Bat.,2x AC Chargers, Shore Power List $6170 NPP.GPO Discount 9% - $5614.70	9	4,925.00	44,325.00
SUPER VACUUM	V20-BL-12-AC...		V20-BL-12-AC-SP Custom SUPER VACUUM 20" PPV, 2x 12 Ah Bat., 2x AC Chargers, Shore Power - Milwaukee Battery PPV List Price $6430 - NPP.GPO Discount 9% - $5851.30	1	5,135.00	5,135.00
SUPER VACUUM	BDTM-16		BDTM-16 Custom SUPER VACUUM Truck Mount for 16" Battery	6	205.00	1,230.00
SUPER VACUUM	BDTM-18		BDTM-18 Custom SUPER VACUUM Truck Mount for 18" Battery	9	215.00	1,935.00
SUPER VACUUM	BDTM-20		BDTM-20 Custom SUPER VACUUM Truck Mount for 20" Battery	1	225.00	225.00
SUPER VACUUM	MM-MAG		MM-MAG Custom SUPER VACUUM Mountain Mister. Stream Shaper	5	0.00	0.00

All pricing exceeds all listed discounts as per current NPP.Gov Gontract PS20040 RFP 1910 as noted in the item description.. Free Misters and shipping based on quantity quoted.

Subtotal	82,600.00
Shipping Cost (FedEx Ground)	0.00
Total	$82,600.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1486769

MUNICIPAL EMERGENCY SERVICES

2330 West University Drive
Unit #10
Tempe, AZ 85281

Quote

Date	07/06/2021
Quote #	QT1486748
Expires	08/05/2021
Sales Rep	Denison, Michael
PO #	
Shipping Method	FedEx Ground

Bill To

Santa Fe/City of
P.O. Box 909
Accounts Payable
Santa Fe NM 87504

Ship To

Capt. Brian Moya
Santa Fe Fire Department
1130 Siler Rd.
Santa Fe NM 87508
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
8007134			V320 Thermal Imager - Fahrenheit Kit List Price $2730 - NPP GPO Discount 7% Off - $2538.9	20	2,475.00	49,500.00
RT4-4504			SEEK TIC Gear Keeper with Aluminum Carabiner List Price $35 Discount 20%	125	28.00	3,500.00
RQ-FFIX			FirePro X List Price $799 - NPP GPO Discount 9% Off - $727.09	120	600.00	72,000.00

All pricing exceeds all listed discounts as per current NPP.Gov Gontract PS20040 RFP 1910 as noted in the item description.

Subtotal	125,000.00
Shipping Cost (FedEx Ground)	0.00
Total	$125,000.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1486748

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LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTING EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTING EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1910 for FIRE FIGHTING EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1910 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or 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 solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

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govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

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ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

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4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

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Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

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ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

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ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY
12 Turnberry Lane
2nd Floor
Sandyhook, CT 06482
ATTN: Seth Cosans
Email: seth.cosans@mesfire.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

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ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: _____

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Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 4/7/2020

VENDOR:

DocuSigned by:

Signature: Seth Cosans

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Printed Name: Seth Cosans

Title: Contract Adminastrator

MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY

Dated: 3/20/2020

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ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED.	NOTES
Fire Firefighting Equipment				
1	Thermal Imaging Cameras	Seek	9% off current sheet	
1	Thermal Imaging Cameras	3M/Scott ISG	7% off current sheet	
1	Clothing	5.11	26 % off map of current sheet	
1	Clothing	Fire Dex	9% off current sheet	
1	Clothing	First Tactical	24% off current sheet	
1	Clothing	Elbeco	29% off current sheet	
1	Clothing	Fechiemer	19% off current sheet	
1	Clothing	VF Work wear, Workrite and Horace Small	15% off current sheet	
1	Boots	5.11	26 % off map of current sheet	
1	Boots	Danner	19% off current sheet	
1	Boots	Bates	9% off current sheet	
1	Boots	Black Diamond	14% off current sheet	
1	Boots	Firedex	9% off current sheet	
1	Boots	Honeywell	5% off current sheet	
1	Boot	Lacrosse	19% off current sheet	
1	Gloves	5.11	26 % off map of current sheet	
1	Gloves	Dragonfire	9% off current sheet	
1	Gloves	Fire dex	9% off current sheet	
1	Gloves	Fire craft	9% off current sheet	

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1	Gloves	Honeywell	5% off current sheet	
1	Gloves	Ringers	14% off current sheet	
1	Gloves	Veridian	28% off current sheet	
1	Flashlights	Streamlight	25% off current sheet	
1	Flashlights	Fox fury	11% off current sheet	
1	Flashlights	Pelican	8% off current sheet	
1	Flashlights	Kohler Brightstar	4% off current sheet	
1	Hoods	Firedex	9% off current sheet	
1	Hoods	Honeywell	5% off current sheet	
1	Hoods	Majestic	14% off current sheet	
1	Hoods	PGI	14% off current sheet	
1	Hoods	Veridian	28% off current sheet	
1	Helmets	Bullard	34% off current sheet	
1	Helmets	Fire dex	9% off current sheet	
1	Helmets	Honeywell	5% off current sheet	
1	Fans	Eramsco	19% off current sheet	
1	Fans	SuperVac	9% off current sheet	Valid only in HI, CA, AZ, NM, CO, WY, MT,NV, UT,ID, OR, WA, AK
1	Fans	Tempest	19% off current sheet	
1	Other accessories			
1	accessories	Fire dex	9% off current sheet	
1	Trauma Kits	Combat Medical	11% off current sheet	
1	Eye Protection	Ess Eye wear	25% off current sheet	

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FIREFIGHTING ATTACK TOOLS				
2	Tools	Council tool	29% off current sheet	
2	Tools	Flamefighter	20% off current sheet	
2	Tools	Nupla	25% off current sheet	
2	Tools	Leatherhead	25% off current sheet	
2	Bat fans ect	Leader North America	19% off current sheet	
2	Saws/fans ect	Tempest	19% off current sheet	
2	Saws/fans ect	Super Vac	9% off current sheet	Valid only in HI, CA, AZ, NM, CO, WY, MT,NV, UT,ID, OR, WA, AK

EXTRACTION TOOLS AND SUPPLIES				
3	RESCUE TOOLS	Ajax	14% off current sheet	
3	RESCUE TOOLS	Genesis	9% off current sheet	Valid only in UT,CO,NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IL
3	RESCUE TOOLS	Hurst	19% off current sheet	Valid On in NC, SC, NJ, PA, VA, TX, FL, TN, AL, GA, MS, OK, LA, AK
3	Cribbing and other rescue	Turtle Plastics	5% off current sheet	
3	Cribbing and other rescue	Plastics Plus	5% off current sheet	

SEARCH AND RESCUE EQUIPMENT				
4	Rescue	CMC	9% off current sheet	
4	Harness	Gemtor	14% off current sheet	
4	Detection	Industrial Scientific	6% off current sheet	
4	Rescue	Junkin	4% off current sheet	
4	Rescue	Lakeland	9% off current sheet	
4	Rescue	Mustang Survival	15% off current sheet	

4	Detection Testing	OHD	4% off current sheet	
4	Rescue	Petzel	9% off current sheet	
4	Rescue	PGI	14% off current sheet	
4	Rescue	Pigeon Mountain	4% off current sheet	
4	Rescue	PIP	4% off current sheet	
4	Rescue	RAE	1% off current sheet	
4	Rescue	Rescue 42	4% off current sheet	
4	Rescue	RIT	15% off current sheet	
4	Detection	Scott Gas Detection	4% off current sheet	
4	Rescue	Yates	4% off current sheet	

FIREFIGHTING AND FIREFIGHTER TRAINING				
5	Training Regulators	Blast Mask	8% off current sheet	
5	Training Aids	Simulaids	7% off current sheet	

HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT				
6	Hazmat gear	Avon Protection	15% off current sheet	
6	Hazmat suits	DuPont	14% off current sheet	MFG $2000 min order
6	Hazmat gear	FSI North America	9% off current sheet	
6	Hazmat gear	Kappler	1% off current sheet	

FIRE EXTINGUISHERS				
7	EXTINGUISHERS	Amerex	24% off current sheet	

FIREFIGHTERING FOAM				
8	FOAM	National Foam	4% off current sheet	

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8	FOAM	Johnson Chemguard	19% off current sheet	
8	FOAM	Johnson Ansul	19% off current sheet	

FIREFIGHTING (MUNICIPAL) HOSES				
9	Hose	All American Hose	24% off current sheet	
9	Hose	Firequip	20% off current sheet	
9	Hose only	Kochek	24% off current sheet	
9	Hose	Matex	24% off current sheet	
9	Brass	Akron	19% off current sheet	
9	Brass	Action Coupling	24% off current sheet	
9	Brass	Elkhart	25% off current sheet	
9	Brass	Harrington	34% off current sheet	
9	Brass other than hose	Kochek	25% off current sheet	
9	Brass	S&H	Catalog which is roughly 20% off	
9	Brackets	Ziamatic	20% off current sheet	

FIRE PUMPS				
10	Fire Pumps	CET Pumps	9% off current sheet	

PERSONAL APPAREL, BADGES, ACCESSORIES			
11	Accessories	5.11	26% off current sheet MAP
11	BADGES& Accessories	Blackington	15% off current sheet
11	Accessories	Boston Leather	20% off current sheet
11	Accessories	Elbeco	29% off current sheet
11	Accessories	Fechiemer	19% off current sheet
11	Accessories	First Tactical	24% off current sheet

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11	Accessories	(VF Work wear, Workrite and Horace Small)	15% off current sheet	
11	Service alterations and custom adds	MES shops	Net sheet	

OTHER, Equipment not mentioned				
12	Body Armor	Point Blank Body Armor Products	29% off current sheet	
12	Body Armor	Point Blank Tactical Body Armor Products	19% off current sheet	
12	Body Armor	Paraclete Armor Products	19% off current sheet	
12	Body Armor	United Shield	19% off current sheet	
12	Protective items	3m Peltor	17% off current sheet	
12	Protective item	Diamond Hero Wipes	9% off current sheet	

MAINTENANCE, SERVICE AND TESTING				
13	Rescue Tool annual test and Maintenance as needed	MES Cert Tech	Net Sheet	

Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge.
When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order.
MES will present these shipping terms at time of each quote.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

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ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

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ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

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ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

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Subject: MPA 1910 FFE LOC and MES
Source Envelope:
Document Pages: 21
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

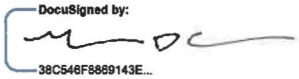
Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 162.248.184.11

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Status: Original
4/7/2020 2:51:13 PM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by:  38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219	Sent: 4/7/2020 2:53:51 PM Viewed: 4/7/2020 2:55:01 PM Signed: 4/7/2020 2:55:15 PM

Electronic Record and Signature Disclosure:
Accepted: 4/7/2020 2:55:01 PM
ID: 1f662429-9ad1-46ed-85fc-f69ffda790f1

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2020 2:53:51 PM
Certified Delivered	Security Checked	4/7/2020 2:55:02 PM
Signing Complete	Security Checked	4/7/2020 2:55:15 PM
Completed	Security Checked	4/7/2020 2:55:15 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

Signature: Brian J Moya
Brian J Moya (Jul 22, 2021 14:02 MDT)

Email: bjmoya@santafenm.gov

Signature: Fran Dunaway

Email: fadunaway@ci.santa-fe.nm.us

Signature: Alexis Lotero
Alexis Lotero (Jul 22, 2021 15:55 MDT)

Email: aclotero@santafenm.gov

Signature: Paul Babcock

Email: prbabcock@ci.santa-fe.nm.us

Signature: Andy Hopkins
Andy Hopkins (Jul 22, 2021 15:08 MDT)

Email: ajhopkins@santafenm.gov

Signature: Jarel LaPan Hill

Email: jlapanhill@ci.santa-fe.nm.us

City of Santa Fe, New Mexico
Memorandum

DATE: June 30, 2021

TO: Jarel LaPan Hill, City Manager

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Richard Brown, ED Executive Director *Richard Brown*

FROM: Randy Randall, TSF Executive Director *Randy Randall*

ITEM AND ISSUE:
Request for the Approval of MOA in the Total Amount of $485,000 for funding support of the Santa Fe Film office over a four year term beginning FY22, ending June 30, 2025; Contractor: Santa Fe County; (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209)

BACKGROUND AND SUMMARY:
The city and county are continuing to operate the joint Santa Fe Film Office to support the ever increasing demand for film production in the market. Working together, this office has provided significant increased support to the film industry and has allowed Santa Fe to be more competitive in attracting its fair share of the business coming to the state. In addition to an equal match to the funding from the city, the county also provides office space, support and direct supervision. The $485,000 from the city over the four year period is shared equally with Economic Development and TOURISM Santa Fe.

No Santa Fe Business License or COI shall be required as the Santa Fe County is a government agency.

PROCUREMENT METHOD:
Exempt from procurement under 13-1-98-V for contract term ending June 30, 2025.

CONTRACT NUMBER:
Munis contract number is 3202735.

FUNDING SOURCE:

The funding source for TSF is:
Fund Name/Number: Lodgers Tax/Fund 213
Munis Org Name/Number: VSF – Admin/2130521
Munis Object Name/Number: Other Consulting/510340 – 242,500 (over 4 years)

The funding source for Economic Development is:
Fund Name/Number: Economic Development/Fund 221
Munis Org Name/Number: Economic Development/2122800
Munis Object Name/Number: Other Consulting/510340 – 242,500 (over 4 years)

ACTION REQUESTED:
Department Name respectfully requests your review and approval.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Santa Fe County – Film

Other Methods: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Exempt* ☑ *Other* ☐ _____

Department Requesting/Staff Member Shirley Spencer, TSF Administrative Manager

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☐	☑	Departments Recommendation of Award Memo addressed to Finance
☐	☑	State Price Agreement
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☑	☐	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Contract, Agreement or Amendment
☐	☑	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☐	☑	Certificate of Insurance
☐	☑	Other: _____

Randy Randall, TSF Executive Director

Department Rep Printed Name and Title

Randy Randall

Department Rep Signature attesting that all information included

Fran Dunaway

Fran Dunaway (Jul 12, 2021 10:13 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	☑	State Price Agreement
☐	☑	Cooperative Agreement
☐	☑	Sole source Request and Determination Form
☐	☑	Contractors Exempt Letter
☑	☐	Purchasing Officers approval of exempt procurement
☐	☑	Copies of all Sole Source submittals

*

☐ ☑ Other: _____

AWARD*

YES N/A

☐ ☑ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☑ Other: _____

CONTRACT*

YES N/A

☑ ☐ Copy of Executed Contract
☑ ☐ Copy of all required documentation
☐ ☑ Other: _____

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

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

Randy Randall, TSF Executive Director
Department Rep Printed Name and Title

Randy Randall
Department Rep Signature attesting that all information included

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202735

Contractor: Santa Fe County

Description: Funding support for the Santa Fe Film Office

Contract ☐ Agreement ☒ MOA Lease / Rent ☐ Amendment ☐

Term Start Date: FY22 Term End Date: June 30, 2025

☐ Approved by Council Date: _____

Contract / Lease: 4 year Memorandum of Agreement

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
City and County have entered into agreements for the support of Santa Fe Film office since 2016

3. **Procurement History:** Exemption

Fran Dunaway (Jul 12, 2021 09:13 MDT) Jul 12, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Funding Split between TSF & Economic Development ED 212,800. 510340

4. **Funding Source:** TSF-Visit Santa Fe & ED (Other Consutling) **Org / Object:** 2130521.510340 (TSF) &

Andy Hopkins (Jul 7, 2021 16:05 MDT) Jul 7, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Shirley Spencer Phone # 505-955-6208

Email: sjspencer@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: **June 30, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: **Richard Brown, ED Executive Director** *Richard Brown*

From: **Randy Randall, TOURISM Santa Fe Executive Director**

Subject: **Exemption Determination Request 13-1-98 A**

TOURISM Santa Fe Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between Santa Fe County and City of Santa Fe Tourism Santa Fe Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $485,000

Term: four years: FY22 – FY25

Approved Exemption

Fran Dunaway

Fran Dunaway (Jul 12, 2021 10:13 MDT)

Fran Dunaway, Chief Procurement Officer

SPENCER, SHIRLEY J.

From: DUNAWAY, FRANCES A.
Sent: Tuesday, June 22, 2021 1:02 PM
To: SPENCER, SHIRLEY J.
Subject: FW: Procurement Method of MOA SFFO
Attachments: MOA - SFFO FY22 to 25 (00000003).docx

Hi Shirley,
Thank you for sending this MOA- this would be exempt pursuant to 13-1-98 A. entity to entity. although there is funding involved, so I appreciate that you sent it for review. Thank you!

Respectfully,

Fran Dunaway, CNMB, CPO
Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded." A. Lincoln

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Tuesday, June 22, 2021 12:41 PM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Subject: Procurement Method of MOA SFFO

Hi Fran,
Do I need a procurement method for SF Film/SF County MOA? Attached is a draft we will work for 4 years. Randy thought now but before we proceed want your confirmation.
Thank you!
Shirley Spencer

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE REGARDING THE SANTA FE REGIONAL FILM OFFICE

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered on this the _____ day of _____ 2021, between **SANTA FE COUNTY** (hereinafter "County"), a political subdivision of the state of New Mexico, and the **CITY OF SANTA FE** (hereinafter "City").

RECITALS

WHEREAS, the film and media industries contribute millions of dollars annually to the local and regional economy; and

WHEREAS, local governments benefit from the film industry through job creation, direct collection of gross receipts taxes, leases, permitting and other fees, as well as through global exposure of the region for tourism, business recruitment and other activities; and

WHEREAS, in fiscal year 2017, the County and the City jointly established the Santa Fe Regional Film Office and entered into Memorandum of Agreement No. 2016-0358-CMO/MM; and

WHEREAS, the parties entered into subsequent Memorandum No. 2018-0080-CMO/BT; 2019-0175-CMO/BT and 2020-0147-CMO/BT, establishing and amending the funding contributions by the parties for each respective fiscal year for the operation of the Santa Fe Film Office; and

WHEREAS, the parties wish to enter into this MOA No. 2021-0121-CMO/BT to supersede all prior agreements and establish the funding of the Santa Fe Film Office for the next four years and provide for other duties of the Santa Fe Regional Film Office.

NOW, THEREFORE, the parties mutually agree as follows:

1. DUTIES OF THE PARTIES

A. The County shall:

1. Provide direct management and oversight of the staff of the Santa Fe Regional Film Office.
2. Designate a liaison to work with the City to perform the duties and obligations of the Santa Fe Regional Film Office.
3. Provide funding for operational expenditures of the Santa Fe Regional Film Office as follows:

a) Fiscal Year 2022 - $100,000.00
b) Fiscal year 2023 - $125,000.00
c) Fiscal year 2024 - $125,000.00
d) Fiscal year 2025 - $135,000.00

B. The City shall:

1. Designate a liaison to work with the County to perform the duties of and obligations of the Santa Fe Regional Film Office.
2. Provide funding for operational expenses of the Santa Fe Regional Film Office as follows:

a) Fiscal year 2022 - $100,000.00
b) Fiscal year 2023 - $125,000.00
c) Fiscal year 2024 - $125,000.00
d) Fiscal year 2025 - $135,000.00

2. FUTURE INDEBTEDNESS

Subject to NMSA 1978, § 6-6-11 (Bateman Act), Art. IX, Sec. 10, and Article IX, sec. 12, of the state constitution, and the availability of sufficient appropriations from the Santa Fe County Board of County Commissioners and the Governing Body of the City of Santa Fe, nothing in this MOA shall require the County or the City to become indebted or contract any indebtedness of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as provided above, shall be void.

3. TERM AND TERMINATION

A. This MOA shall become effective as of the date of last signature by the parties hereto and shall terminate on June 30, 2025, unless earlier terminated as indicated below.

B. This MOA may be terminated by either party upon delivery of a written notice delivered to the other party at least 90 days prior to the stated date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to the termination.

4. ASSIGNMENT

Neither party shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other party. Any attempted assignment or transfer without the other party's advance written approval shall be null and void and without any legal effect.

5. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. The County, 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 MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

This MOA shall not be altered, changed or amended except by an instrument in writing executed by the parties.

7. APPROPRIATIONS AND AUTHORIZATION

The terms of this MOA are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for the performance of this MOA. If sufficient appropriations and authorization are not made, this MOA shall terminate immediately upon written notice being given by the terminating party to the other party. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

8. GOVERNING LAW

This MOA shall be governed by, and construed in accordance with, the laws of New Mexico and the applicable ordinances of the parties.

10. ACCOUNTABLITY

During the term of this MOA and for a period of three years thereafter, each party will maintain accurate and complete records of all disbursements made and monies received by each under this MOA and, upon receipt of reasonable written request, each shall make such records available to the other party and to the any other parties during regular business hours of the Regional Film Office.

11. NO THIRD-PARTY BENEFICIARIES

Nothing in this MOA, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this MOA.

12. SUCCESSORS AND ASSIGNS:

This MOA will inure to the benefit of the Party's successors or assigns.

13. ENTIRE AGREEMENT

This MOA represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject of this MOA. No changes, amendments or alterations to this MOA will be effective until in writing and signed by the parties.

14. NOTICES

Any notice required by this MOA shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Santa Fe County
Attn: Jennifer LaBar-Tapia, Film Office Executive Director
P. O. Box 276
Santa Fe, New Mexico 87504-0276

CITY: Jarel Lapan Hill, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

IN WITNESS WHEREOF the Parties have duly executed this MOA as of the date of last signature by the parties hereto.

SANTA FE COUNTY

_____
Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

_____ _____
Katharine E. Clark Date
Santa Fe County Clerk

Approved as to form:

_____
Gregory S. Shaffer Date
Santa Fe County Attorney

Finance Division:

Yvonne S. Herrera
Finance Director

Date

CITY OF SANTA FE:

Alan Webber, Mayor

Date

ATTEST:

Kristine Bustos Mehelcic, City Clerk

Date

Approved as to form:

Erin McSherry, City Attorney

Jun 25, 2021

Date

Finance Department:

Mary McCoy, Finance Director

Date

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE REGARDING THE SANTA FE REGIONAL FILM OFFICE

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered on this the 13th day of July 2021, between **SANTA FE COUNTY** (hereinafter "County"), a political subdivision of the state of New Mexico, and the **CITY OF SANTA FE** (hereinafter "City").

RECITALS

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WHEREAS, local governments benefit from the film industry through job creation, direct collection of gross receipts taxes, leases, permitting and other fees, as well as through global exposure of the region for tourism, business recruitment and other activities; and

WHEREAS, in fiscal year 2017, the County and the City jointly established the Santa Fe Regional Film Office and entered into Memorandum of Agreement No. 2016-0358-CMO/MM; and

WHEREAS, the parties entered into subsequent Memoranda Nos. 2018-0080-CMO/BT; 2019-0175-CMO/BT and 2020-0147-CMO/BT, establishing and amending the funding contributions by the parties for each respective fiscal year for the operation of the Santa FE Film Office; and

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c) Fiscal year 2024 - $125,000.00
d) Fiscal year 2025 - $135,000.00

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1. Designate a liaison to work with the County to perform the duties of and obligations of the Santa Fe Regional Film Office.
2. Provide in funding for operational expenses of the Santa Fe Regional Film Office as follows:

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B. This MOA may be terminated by either party upon delivery of a written notice delivered to the other party at least 90 days prior to the stated date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to the termination.

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of its own violation of requirements applicable to the performance of this MOA. Each party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. The County, 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 MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

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This MOA will inure to the benefit of the Party's successors or assigns.

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This MOA represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject of this MOA. No changes, amendments or alterations to this MOA will be effective until in writing and signed by the parties.

14. NOTICES

Any notice required by this MOA shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Santa Fe County
Attn: Jennifer LaBar-Tapia, Film Office Executive Director
P. O. Box 276
Santa Fe, New Mexico 87504-0276

CITY: Jarel Lapan Hill, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

IN WITNESS WHEREOF the parties have duly executed this MOA as of the date of last signature by the parties hereto.

SANTA FE COUNTY

Ann Hamilton For
Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

COUNTY CLERK SANTA FE COUNTY NEW MEXICO KATHARINE E. CLARK

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

01/13/21
Date

Approved as to form:

Roberta D. Joe for G.S.S. June 25, 2021

Gregory S. Shaffer Date
Santa Fe County Attorney

Finance Division:

7/2/2021

Yvonne S. Herrera Date
Finance Director

CITY OF SANTA FE:

Alan Webber, Mayor Date

ATTEST:

Kristine Bustos Mehelcic, City Clerk Date

Approved as to form:

Erin McSherry, City Attorney Date

Finance Department:

Mary McCoy, Finance Director Date

City of Santa Fe New Mexico
Memorandum

Date: July 29, 2021

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

From: Jesse Guillen, Legislative Liaison

Via: Erin McSherry, City Attorney EM

RE: Banners in Support of the Neighbor to Neighbor Fund Drive

---

EXECUTIVE SUMMARY:
The proposed Resolution would authorize the placement of eight banners at various facilities around the City that raise awareness of the Neighbor to Neighbor Fund Drive that benefits The Food Depot. The banners would be authorized to be displayed from August 12-September 20, 2021, two days after the Neighbor to Neighbor Fund Drive.

BACKGROUND:
The Neighbor to Neighbor Drive, the organizing group that works with and supports The Food Depot has requested this Resolution in order to hang banners that raise awareness of the tenth annual Neighbor to Neighbor Fund Drive. Section 14-8.10(A)(2)(b) governs the placement of banners and allows banners to be displayed on certain areas of City property if they meet certain criteria. The proposed locations for the banners are:

1. Fort Marcy Recreation Center
2. Salvador Perez Recreation Center
3. Genoveva Chavez Recreation Center
4. Downtown Library (inside)
5. Southside Library
6. Alto Park
7. Ragel Park
8. Frank Ortiz Dog Park

ACTION REQUESTED:
Staff recommends approval of the Resolution as presented.

ATTACHMENTS:
Resolution
Exhibit A – Banner Design
Exhibit B – Banner Design Approval Form
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Fund Drive Banners

Mayor and Members of the City Council:

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

1. On page 2, line 16 ***strike*** "along"
2. On page 3, line 9 ***strike*** "Food Depot" and ***insert*** in lieu thereof "Neighbor to Neighbor Drive"
3. On page 3, line 12 ***strike*** "Food Depot" and ***insert*** in lieu thereof "Neighbor to Neighbor Drive"

Respectfully submitted,

_____
Jamie Cassutt, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Signe I. Lindell

A RESOLUTION

APPROVING THE DESIGN AND INSTALLATION PLAN FOR BANNERS SUPPORTING THE FOOD DEPOT'S TENTH ANNUAL "NEIGHBOR TO NEIGHBOR FUND DRIVE".

WHEREAS, Santa Fe City Code Section 14-8.10 allows for the installation of banners erected by the City of Santa Fe ("City") or its permittee if approved by the Governing Body via Resolution; and

WHEREAS, the Resolution regarding installation of banners must specify dates of display, location, number, design approval process, installation, maintenance, and cost allocation; and

WHEREAS, the Neighbor to Neighbor Drive, a group that supports The Food Depot, created the Food Drive, and subsequently the Fund Drive, to benefit the work of The Food Depot; and

WHEREAS, the Neighbor to Neighbor Drive wishes to promote the Tenth Annual Fund Drive that raises necessary funding to The Food Depot that is used to provide direct food aid to

families in need throughout northern New Mexico; and

WHEREAS, in 2020, The Food Depot provided 804,577 meals per month to families; and

WHEREAS, in 2020, The Food Depot's fund drive raised $170,979 from 128 neighborhoods, enough to provide 712,412 meals; and

WHEREAS, The Food Depot's goal in 2021 is to raise $185,000 and involve 150 neighborhoods throughout Santa Fe and the surrounding areas; and

WHEREAS, the Neighbor to Neighbor Drive seeks to raise awareness of, and participation in, The Food Depot's Tenth Annual Neighbor to Neighbor Fund Drive by erecting temporary banners in various locations on City property promoting the event to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the design and installation plan for banners promoting The Food Depot's Tenth Annual Fund Drive is hereby approved pursuant to the following:

Dates: The banners may be displayed from August 12, 2021 to September 20, 2021.

Location: The banners may be displayed on sign support structures installed along at the following locatios:

1. Fort Marcy Recreation Center
2. Salvador Perez Recreation Center
3. Genoveva Chavez Recreation Center
4. Downtown Library (inside)
5. Southside Library
6. Ragel Park
7. Frank Ortiz Dog Park
8. Alto Park

Number: Eight total banners may be displayed, not to exceed 18

	square feet each.
Design Approval Process:	The design of the banner has been approved by the Land Use Director, the City Attorney, and the Public Works Director as conforming to all applicable requirements and restrictions.
Installation:	City staff will hang the banners at the desired locations.
Maintenance:	Banners that become damaged, defaced, or are in any form of disrepair shall be replaced immediately at the expense of the Food Depot. The City reserves the right to remove any banners the City deems in disrepair prior to their scheduled removal date.
Cost Allocation:	The Food Depot shall be responsible for all costs associated with purchasing the banners.

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

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

NEIGHBOR to NEIGHBOR Fund Drive

2011 - 2021

"Celebrating 10 Years Together - Happy Anniversary!"

Donate at www.TheFoodDepot.org/n2n

September 18th Deadline

La Villa Real de la Santa Fé de San Francisco de Asís 1610 1846 1821

SANTA FE NEW MEXICAN

THE FOOD DEPOT

All proceeds benefit The Food Depot

City Banner Approval Form - Public Document

Attach proposed resolution and banner design.

Prior to Governing Body approval, the Land Use Director and City Attorney must review the proposed banner pursuant to Section 14-8.10(A)(2)(b), attesting to its compliance with the City's laws, and the Public Works Director must review the proposed manner and location of installation of the banner.

Description of banner request/short title: Neighbor to Neighbor Fund Drive Banners

Requesting Party's Contact Name: Linda Wilder Flatt Phone Number: 505-474-8028

The Land Use Director approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words "City of Santa Fe" or the official city seal. The banner design has been reviewed by the Historic District Review Board, if applicable.

Director: Jason M. Kluck ~~Jason M. Kluck (Jul 22, 2021 08:10 MDT)~~ Date: Jul 22, 2021

The City Attorney approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words "City of Santa Fe" or the official city seal.

City Attorney: _____ Date: Jul 23, 2021

The Public Works Department Director approves the proposed manner and location of installation of the banners specified in the associated Resolution.

Director: Regina Wheeler ~~Regina Wheeler (Jul 21, 2021 22:03 MDT)~~ Date: Jul 21, 2021

FIR No. 10328

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fund Drive Banners

Sponsor(s): Councilors Cassutt and Lindell

Reviewing Department(s): City Attorney's Office/Legislative Liaison

Staff Completing FIR: Jesse Guillen Date: 7/20/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Jul 29, 2021

Reviewed by Finance Director: _____ Date: Aug 2, 2021

Alexis Lotero, Assistant Finance Director

Alexis Lotero, Assistant Finance Director (Aug 2, 2021 09:04 MDT)

Summary:

The proposed Resolution authorizes the placement of eight temporary banners on City property supporting the Tenth Annual Neighbor to Neighbor Fund Drive. The Resolution is pursuant to the provisions of Section 14-8.10(A)(2)(b) which relate to the installation and display of banners on City property. If approved by the Governing Body, the banners would be displayed from August 12 to September 20, 2021. The design of the banner has been administratively approved by the Planning and Land Use Director, the City Attorney, and the Public Works Director.

Departments Affected:

Parks Division, Library Division, and Recreation Division.

Consequences of Not Enacting Legislation:

No banners would be permitted to be displayed pursuant to 14-8.10(A)(2)(b).

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

Relates to Resolution 2021-36 that expressed the Governing Body's support for the 10th Annual Neighbor to Neighbor Fund Drive and Section 14-8.10(A)(2)(b) that governs the installation and display of banners.

Performance and Administrative Implications:

The relevant Division Directors have agreed to hang the banners at the selected facilities.

Fiscal Implications:

Staff time associated with hanging the banners will be minimal.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
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 __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: 

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

CITY OF SANTA FE, NEW MEXICO
MEMORANDUM

Date: July 6, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Jul 30, 2021 09:13 MDT)
Regina Wheeler, Public Works Department Director

From: Amanda Archuleta, Engineering Contracts Administrator

ITEM & ISSUE:

Request for Approval of Budget Adjustment Resolution (BAR) in the amount of $136,059.00 for Dawson Park (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502)

BACKGROUND & SUMMARY:

These funds were approved at CIAC on 11/17/2020. This request is to budget those approved funds into project ledger PRKSREC for the Dawson Park Project.

PRO/CUREMENT METHOD:

The procurement method is a Construction Engineering Contract 21-0072 with Exerplay Inc. which expires on June 30, 2022

CONTRACT NUMBER:

The Munis Contract Number is 3202516

FUNDING SOURCE:

The funding source is:

Fund Name / Number: PARKSTRLS / Fund 355
Munis Org Name/Number: PrksTrails / 3559980
Munis Object Name / Number: WIP Construction /572970

ACTION REQUESTED:

The Public Works Department respectfully requests your approval for this BAR.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Parks and Trails Division	2/2/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Construction	3559980	572970	PRKSREC	136,059	
Neighborhood Parks Impact Fees transfer to PRKSRE	2320471	760355		136,059	
REVENUES				{enter as negative #}	{enter as positive #}
transfer from capital impact fees to PRKSREC	3559980	660232		(136,059.00)	
				0	

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

To reallocate capital impact fees to WIP construction for Dawson Park as approved at CIAC 11/17/20

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

Fund(s) Affected	Fund Balance Increase/ (Decrease)
232	(136,059)
TOTAL:	0

De Alva Calabaza 2/2/201
Prepared By {print name} Date

Melissa McDonald 2/4/21
Division Director Signature {optional} Date

Regina Wheeler
Regina Wheeler (Mar 2, 2021 08:57 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
AJH (Mar 2, 2021 10:56 MST)
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

Item# 21-0072
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

A. Installation of play equipment at Dawson Park, Calle Nueva Vista, Santa Fe, New Mexico 87507. This work will be accomplished through an award agreement with Cooperative Services (CES).

ITEM	Contract#	PRICE
LANDSCAPE STRUCTURES, INC. Smart Play® (2-12 years), per Design 201086A SKYWAYS BY LANDSCAPE STRUCTURES, INC. Skyways Steel Shelter SKYSTEEL2POSTHIP 10X12 SAFETY SURFACING Engineered Wood Fiber, 163 cu/yds, price includes delivery	Exerplay CES Contract #19-0278-C104-ALL; CES Contract #19-0278-C204-ALL	$102,216.20
NMGRT		$8,624.49
	Total Cost	$110,840.69

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed $102,216.20 USD, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $8,624.49 USD shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $110,840.69 USD. In no event will the Contractor be paid for services provided in excess of**

the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

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

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the

contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered

into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

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

20. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof

of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors

or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Melissa A. McDonald, Parks Division Director
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor: Greg Neal
Exerplay, Inc.
12001 N. Hwy
PO Box 1160
Cedar Crest NM 87008

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on

behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (Mar 11, 2021 10:03 MST)

JAREL LAPAN HILL, CITY MANAGER

DATE: Mar 11, 2021

CONTRACTOR:
Exerplay, Inc.

GREG NEAL,

DATE: 2/19/21

CRS#02-159406-006
Registration # 00150007

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Mar 11, 2021 17:55 MST)

KRISTINE BUSTOS-MIHELCIC XIV
XIV
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Feb 4, 2021 10:07 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
3559980 572970
Org. Name/Org#1

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

DATE 1/20/2021

NUMBER OR012021-1

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Santa Fe	Cooperative Educational Services 4216 Balloon Park Road NE Albuquerque, NM 87109-5801

PLEASE FAX PO TO EXERPLAY: 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	GDN	Santa Fe	4-6 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	DAWSON PARK - PLAYGROUND EQUIPMENT, SAFETY SURFACING, AND INSTALLATION			
	LANDSCAPE STRUCTURES, INC.			
LSI	Smart Play® (2-12 years), per Design 201086A	1	44,143.00	44,143.00T
CES Discount	CES Contract Discount - 2019-027		-4.00%	-1,765.72
Freight	Freight/shipping charges (150-20-982)	1	3,840.00	3,840.00T
	SKYWAYS BY LANDSCAPE STRUCTURES, INC.			
LSI	Skyways Steel Shelter SKYSTEEL2POSTHIP10X12, Steel Hip Roof Shelter, Mega Rib Metal Roofing, Steel Trim Kit, Building Code IBC 2015, 130 Mph wind load, Snow Load of 25 psf (Does not include snow drift). Price includes generic seal drawings (Electronic Format Only).	2	7,105.00	14,210.00T
CES Discount	CES Contract Discount - 2019-027		-4.00%	-568.40
Freight	Freight/shipping charges (QOT-1A-10.07.20)	1	2,220.00	2,220.00T
	SAFETY SURFACING			
EWF	Engineered Wood Fiber, 163 cu/yds, price includes delivery (101920)	1	3,892.00	3,892.00T
CES Discount	CES Contract Discount - 2019-027		-4.00%	-155.68
	INSTALLATION			
Install	Installation of LSI playground per Design #201086A, installation of Qty. 2 SkyWays 10 x 12 steel 2-post hip shelters with integrated picnic tables, and installation of 163 CY EWF playground surfacing. (1319)	1	32,663.00	32,663.00T
Bond	Performance/Payment Bond	1	3,738.00	3,738.00T
Notes I	Pricing is for the above listed equipment and installation only and does not include off loading of equipment at time of delivery (except EWF), storage, security, site preparation, security fencing, or any applicable permits.			

- CONTINUED ON PAGE 2 -

Quote prepared by Olivia Ramirez
olivia@exerplay.com

TOTAL

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

DATE	NUMBER
1/20/2021	OR012021-1

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Santa Fe	Cooperative Educational Services 4216 Balloon Park Road NE Albuquerque, NM 87109-5801

PLEASE FAX PO TO EXERPLAY: 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	GDN	Santa Fe	4-6 Weeks ARO

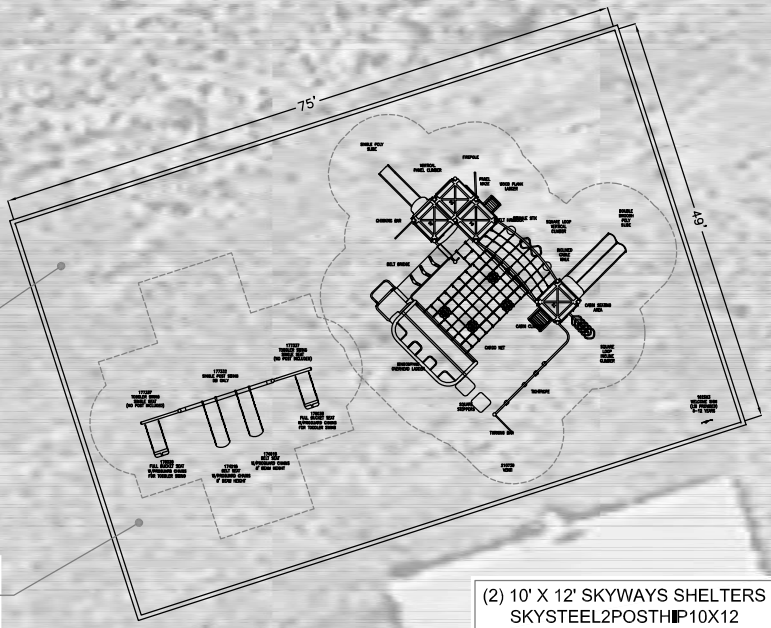
ITEM	DESCRIPTION	QTY	COST	TOTAL
GN	For more information please contact Greg Neal at (505) 577-7004, or greg@exerplay.com			
	- PRICING IS VALID FOR 30 DAYS. -			
	NMGRT - Santa Fe (01-123)		8,624.49	8,624.49

Quote prepared by Olivia Ramirez
olivia@exerplay.com

TOTAL $110,840.69

*NOTE: PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

*NOTE: DESIGN ASSUMES THAT THE SITE IS LEVEL, OR DOES NOT EXCEED A 2% GRADE CHANGE OVER THE ENTIRE AREA.



PLAYGROUND SURFACING
TOTAL AREA 3,675 SF

MAXIMUM FALL HEIGHT
PLAY STRUCTURE - 87"
SWINGS - 96"

(2) 10' X 12' SKYWAYS SHELTERS
SKYSTEEL2POSTHIP10X12

TOTAL ELEVATED PLAY COMPONENTS	13		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	10	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	8	REQUIRED	

exerplay INC

IPEMA CERTIFIED to ASTM F1487

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION).

DESIGNED BY:
JDC

COPYRIGHT: 12 OCT 2020
EXERPLAY, INC.

12220 N HWY 14 Suite I
CEDAR CREST, NM 87008
PH: 1-800-457-5444 FAX: 1-505-281-0155

Date	Previous Drawing #	Initials

SCALE IN FEET:
0' 5' 10' 20' 30' 40' 50'

NORTH

Dawson Park
Playground Improvement
Santa Fe NM

ExerPlay, Inc.
Greg Neal

SYSTEM TYPE:
SP/FS

DRAWING #:
201086A

landscape structures

ISO 14001:2004 CERTIFIED

ISO 9001:2008 Certified

Re: Warranty

Exerplay, Inc (the "Company"), warrants its product (the "Equipment") against defects in material or factory workmanship for a period of one year from the date of substantial completion (the "Warranty Period"). Manufactures warranty will augment the Exerplay warranty for the duration as indicated on individual documents per item.

If you discover a defect in the materials or factory workmanship of the Equipment during the Warranty Period, you must promptly notify the company in writing. You must also include proof of purchase and purchase date, installation date or date of substantial completion. The Company will, at the Company's discretion, repair or replace the defective Equipment at no cost to you, except for insurance and installation costs, which shall be your responsibility.

This warranty does not cover any loss or damage caused by (a) improper installation of any Equipment not installed by ExerPlay, Inc., (b) use of the Equipment for purposes other than which it was intended, (c) disasters such as fire, flood, wind, and lightning, (d) unauthorized alterations or modifications to the Equipment, or (e) any other abuse or misuse of the Equipment.

The Company's liability under this warranty is limited to the repair or replacement of defective Equipment. Your sole and exclusive remedy against the Company shall be for the repair or replacement, at the Company's discretion, of any defective Equipment as provided herein. ***IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, INCLUDING AND WITHOUT LIMITATION, ANY LABOR AND/OR OTHER INSTALLATION EXPENSES INCURRED IN CONNECTION WITH THE REPLACEMENT OF THE DEFECTIVE EQUIPMENT WARRANTED HEREUNDER, OR ANY OTHER INDIRECT DAMAGES WITH RESPECT TO LOSS OF REVENUE OR PROFITS.**
*** Some states do not allow the exclusion or limitation** of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

***ALL IMPLIED WARRANTIES WITH RESPECT TO THE EQUIPMENT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE, ARE HEREBY LIMITED IN DURATION TO THE WARRANTY PERIOD.** *Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No agent or representative of the Company or any other person has the authority to change or modify this warranty, either orally or in writing, in any respect.

This warranty gives you specific legal rights. Additional legal rights may vary state to state.

There are no standards for care/maintenance of equipment beyond noted in the manufacturers' documentations.

Exerplay, Inc
505-281-0151

Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

May 13, 2019

Exerplay, Inc.
12001 N Hwy-PO Box 1160
Cedar Crest, NM 87008

Re. ACCEPTANCE OF OFFER and CONTRACT AWARD For:

19-027B-C104-ALL Playground, Recreational and Water Park Equipment - Design, Installation, Replacement Parts, Removal and Site Preparation
19-027B-C204-ALL Playground, Recreational and Water Park Equipment - Equipment and Replacement Parts Only

Dear Ms. McKean,

Cooperative Educational Services (CES) thank you for responding to our 2019-027 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 RFP 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

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

ACCEPTANCE OF OFFER and CONTRACT AWARD

RFP NUMBER 2019-027

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined the RFP documents and hereby offer and agree to furnish all labor, materials, and supplies in compliance with all terms, conditions, specifications and amendments in this RFP and any written exceptions as agreed to by CES. The contract shall consist of the RFP documents, the Offeror's Response and any other documents required by CES.

Company Name ExerPlay, Inc.

Address PO Box 1160 City Cedar Crest State NM Zip 87008

Contract Contact Person Michelle McKean

Authorized Signature Charles DeBuck Printed Name Charles DeBuck

OFFER EXTENDED TO TEXAS SERVICE AGENCIES

cdd

If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. **The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term.** However, no contract extension exists unless and until the contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

David Chavez

CES Authorized Signature

Awarded this 13th day of May ,2019





JANUARY 2021

Procurement Services
Vendor Listing
Category Index

New Physical Address: 10601 Research Rd SE, Albuquerque, NM 87123
New Mailing Address: PO Box 81045, Albuquerque, NM 87198
Phone: 505-344-5470
Fax: 505-344-9343
www.ces.org

and secure with commercial roofing services from EverGuard Roofing! Whether installing a new roof or maintaining a current one, our team works quickly and efficiently to complete all jobs on time and on budget so that there's little to no interruption to your business. No matter the commercial business you may own, demand only the best when it comes to commercial roofing!

EXERPLAY, INC.

Address: P.O. Box: 1160, Cedar Crest, NM 87008 | Website: www.exerplay.com
Contact: Dan Gardiner | Phone #: 505-281-0151 | Toll Free #: 800-457-5444
Email: dan@exerplay.com | Fax #: 505-281-0155
Contact: Michelle McKean | Phone #: 979-279-9363 | Toll Free #: 800-457-5444
Email: michelle@exerplay.com

Contract #	Category Description
16-034N-S101-ALL	Playground, Recreational and Water Park Equipment - Design, Installation, Replacement Parts, Renovation Removal and Site Preparation - Used for Federally Funded Projects
19-027B-C104-ALL	Playground, Recreational and Water Park Equipment - Design, Installation, Replacement Parts, Renovation, Removal and Site Preparation
19-027B-C204-ALL	Playground, Recreational and Water Park Equipment - Equipment and Replacement Parts Only

ExerPlay, Inc. is a full-service, privately owned company that provides playground, spray-park, site furnishings and athletic equipment for parks, schools, neighborhoods, and commercial sites. We offer planning, design, installation, and retrofit services, and only represent the finest lines of equipment available, including Landscape Structures, Dumor, Anova, Classic Recreation, and many others. Our sales and install staff are CPSI certified, and many of our services are free. We love all projects, small to large, having installed thousands over nearly 30 years. Every ExerPlay employee is dedicated to making you our life-long partner in outdoor recreation!

FACILITY SOLUTIONS GROUP (FSG)

Address: 7209 Jefferson NE, Albuquerque, NM 87109 | Website: www.fsgi.com
Contact: Billy Ramirez | Phone #: 505-884-9019 X20108
Email: billy.ramirez@fsgi.com | Fax #: 505-884-4022
Contact: Fred Kondash - AEPA Contract | Phone #: 855-642-1109 x1
Email: aepa@fsgi.com

Contract #	Category Description
18-015N-A201-ALL	LED Lighting
2020-038-C212-4	Electrical Services General Requirements (Individual Project Cost Under $60,000)

Facility Solutions Group founded in 1982, as a specialty lighting distributor, we represent all the leading lighting manufacturers and can support all your facility's needs. FSG's lighting design professionals are experts at computer-aided designs that produce high quality lighting solutions. All our products, services, and solutions offer leading-edge high-efficiency lamps and fixture and advanced lighting controls to lower total cost of ownership.

FACILITYBUILD, INC.

Address: 5904 Florence Ave. NE, Albuquerque, NM 87113 | Website: www.facilitybuild.com
Contact: Cynthia Molnar | Phone #: 505-828-0050 | Cell #: 505-328-0069
Email: cmolnar@facilitybuild.com | Fax #: 505-823-0161

Contract #	Category Description
2020-09N-G1133-ALL	Gordian JOC General Construction Regions 1-8
2020-09N-R1239-ALL	RS Means JOC General Construction Regions 1-8
2021-10-G1125-ALL	Gordian JOC General Construction Regions 1-8
2021-10-R2138-ALL	RS Means JOC General Construction Regions 1-8

FacilityBUILD is a New Mexico General Contractor offering CES Members and Participating Entities a full range of construction products and services relating to educational and athletic facilities. They specialize in design-build services for new construction, renovating existing facilities to meet ADA compliance requirements, athletic seating, track and courts, synthetic field turf systems, field and auditorium lighting systems, athletic and student lockers, and playground equipment.

FACILITYDUDE – SEE DUDESOLUTIONS, INC.

FANNING BARD TATUM ARCHITECTS AIA, LTD

Address: One Park Square, 6501 Americas Parkway NE, Ste 300, Albuquerque, NM 87110 | Website: www.fbtarch.com
Contact: Sanjay Engineer, VP | Phone #: 505-883-5200
Email: sea@fbtarch.com | Fax #: 505-884-5390
Contact: Michele Carter | Phone #: 505-833-5200
Email: mc@fbtarch.com

Contract #	Category Description
19-01B-C101-ALL	Architectural and Landscape Architectural Design and Related Services

RFP No: 2019-027

CES CONSTRUCTION GENERAL TERMS AND CONDITIONS

The flow of transactions for procurement under this solicitation will be as follows:

1. Contractor provides quote to Member.
2. Offeror's pricing includes the CES Administrative Fee of one point two five percent (1.25%). The Administrative Fee is not to be listed as a separate line item on the quote and invoice.
3. All local New Mexico Gross Receipt Tax to be listed as a separate line item on the quote and invoice.
4. Upon acceptance of quote by CES Member, CES Member will issue a purchase order to CES.
5. CES verifies the quote with the solicitation response and issues a purchase order to the Contractor for one point two five percent (1.25%) less than the Contractor's quote to the Member.
6. The Contractor provides the items or services and invoices CES for the amount of CES' purchase order to the Contractor.
7. CES invoices the Member.
8. The Member pays CES.
9. After receipt of the Member payment, CES pays the Contractor for items and services delivered and accepted by the Member, not to exceed the purchase order amount.

For the purposes of this REQUEST FOR PROPOSAL, the following terms shall be defined as indicated below.

The term Bidder, Contractor, Offeror and Proposer can be used to identify the person(s) or firm(s) submitting a response to a Request for Bid or Request for Proposal.

Acceptance of Delivered Services: The CES Member/Participating Entity shall determine if the delivery of the project satisfies the requirements identified in the contract order. If there is a dispute between the Contractor and the CES Member/Participating Entity, CES will make the final determination.

Addendum: An addendum may interpret, modify or change the solicitation documents by making additions, deletions, clarifications or corrections and shall be incorporated into the solicitation documents.

Administrative Fee: CES' one point two five percent (1.25%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable and other fees/charges.) The CES administrative fee will be taken as a deduction off the amount of the cost quote/proposal when CES prepares its purchase order to the Contractor, unless an alternative pricing method has been approved by CES.

Amendment of Offer: An offer can be amended prior to the solicitation closing time date in the CES eProcurement System.

Applicable Law: This contract will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under this contract will be done in strict accordance

with the most recent edition of any relevant regulation, standard, document or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

Arbitration: This contract is subject to arbitration to the extent required by the New Mexico Procurement Code.

Assignment: No right or interest in this contract will be assigned or transferred by the Offeror without prior written permission by CES, and no delegation of any duty of the Offeror will be made without prior written permission by CES. CES will not unreasonably withhold approval and will notify the Contractor within 15 days of receipt of written notice by the Contractor.

Assignees, Mergers, Dissolution and Successors: The Contractor agrees that during the term of the contract, it will maintain its existing business structure and adhere to the terms and provisions of the contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved, the business structure will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure can:

A. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.;
B. Assume, is capable of, and has the capacity and qualifications and agrees in writing to perform all of the existing and future obligations of the original Contractor;
C. Provide CES with all of the documents required for it to review, evaluate and approve; and
D. Receive CES' written approval.

Assignment of CES Payments: If the Offeror requests that its payment from CES, its Members or Participating Entities be issued to a third party or that a joint check be issued to the Offeror and a third party, this request must be submitted and approved by the agency prior to the Contractor accepting a purchase order. The agency reserves the right to assess a special handling charge of Thirty-Five Dollars ($35) per check. The special handling charge will be deducted from the amount of the invoice being paid. If the Offeror wishes to have all payments under this contract made to a third party, Offeror must state this in its response.

Audit Rights: In accordance with applicable New Mexico and federal law, the Contractor's books and records related to any process and/or activity that occurs under this contract may be audited at a reasonable time and place.

Authority: This RFP, as well as any resultant agreement, is issued under the New Mexico Procurement Code, CES Board Policies and CES Procurement Guidelines.

Awarding of Contract: CES reserves the right to make single or multiple awards or to reject one or all proposals. A response to the RFP is an offer to contract with CES based upon the terms, conditions, scope of work and specifications contained in this request for proposal. A RFP does not become a contract unless, and until, CES signs the Acceptance of Offer and Contract Award document, eliminating the need for a formal signing of a separate contract.

Background Checks - Per 22-10A-5 NMSA 1978, the New Mexico Public Education Department (NMPED) mandates security and background checks for individuals working and/or providing services within public

school grounds and buildings. Specifically, part C of the sections states, “Local school boards and regional education cooperatives shall develop policies and procedures to require background checks on an applicant who has been offered employment, a Contractor or a Contractor's employee with unsupervised access to students at a public school.” Describe how your company will comply with the CES Member’s or Participating Entity’s policies and procedures in regard to background checks.

Best and Final Offer: After initial receipt of proposals, CES reserves the right to conduct discussions with responsible Offerors who submit responsive proposals.

Bonds: All bid, performance and payment bonds, if required, are to be issued by a corporate surety company authorized to do business in New Mexico as approved in federal circular 570 published by the United States Treasury Department.

1. Upon RFP submittal, CES requires that the Offeror provide a bid bond or other acceptable bid security in the amount of Twenty-Five Thousand Dollars ($25,000) in response to this RFP. Acceptable forms are AIA Document A310-2010 Bid Bond or NASBP that includes the same language as the AIA Document A310-2010.
2. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars ($25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member or Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the bonds must be provided to CES within five business days of the Contractor’s receipt of the CES purchase order.

Brand Names: The use of the name of a manufacturer, brand name or catalog number does not restrict the offer. Brand names are used to indicate the character, quality and/or performance equivalence of the commodity on which proposals are submitted. However, CES reserves the right to decide if alternatives to the identified manufacturer and brand are, in fact, equal to that described in the proposal.

Bribes, Gratuities and Kickbacks: Sections 13-1-191 and 13-1-198 Procurement Code, NMSA, 1978 prohibits bribes, gratuities and kickbacks, and provides for criminal prosecution for the violation thereof.

Buyer: Refers to CES as an agency that conducts and performs procurement activities on behalf of CES Agencies in accordance with CES Joint Powers Agreement, policies and procedures.

Campaign Contribution Disclosure Form: Documents used to disclose whether they, a family member or a representative of the prospective Contractor has made a campaign contribution to an applicable public official of the State or a local public body during the two years prior to the date on which the Contractor submits a proposal. Pursuant to the Procurement Code, Sections 13-1-28, NMSA 1978 and 13-1-191.1 NMSA, any prospective contractor seeking to enter into a contract with any state agency or local public body must provide CES with a Campaign Contribution Disclosure Form at time of RFP submittal.

Captions, Headings, and Illustrations: The captions, headings and subheadings in this RFP are for convenience, enjoyment, and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

Certification: By signature in the offer section of the offer page, the Contractor certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Contractor will not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246).
3. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer.
4. The Contractor agrees to promote and offer to Members/Participating Entities of CES only those materials and/or services allowed under resultant contract(s) as CES contract items.
5. The Contractor agrees to adhere to and comply with the procurement and transaction process and pricing format stipulated within the resulting contract.

CES: For the purpose of this solicitation, the term "CES" is defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation. Therefore, CES, Member and Participating Entity are interchangeable.

CES Eligible Agency: For the purpose of this solicitation, the terms "CES Eligible Agency", "Eligible Agency" and "Agency" are defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation. Therefore, Agency, CES Eligible Agency, Eligible Agency, Member and Participating Entity are interchangeable.

CES Members: Are the parties to the CES Joint Powers Agreement (JPA) and consist of public educational institutions within the State of New Mexico and include public school districts as defined in NMSA 1978 § 22-1-2, State Institutions as defined in NMSA 1978 § 22-1-2, State Educational Institutions defined under Article XII, Section 11 of the New Mexico Constitution, most of the community colleges defined by the "Community College Act" as defined in NMSA 1978 § 21-13-1 et seq., their branch community colleges as defined in NMSA 1978 § 21-14-1 et seq., technical and vocational institutes defined in NMSA 1978 § 21-16-1, area vocational schools defined in NMSA 1978 § 21-17-4, off campus community colleges or instructional facilities as defined in NMSA 1978 § 21-14A-1, charter schools as defined in NMSA 1978 § 22-8A-1, Regional Center Cooperatives as set forth in Section 22-2B-1 et seq., and 638 schools and grant schools. Each public educational institution is authorized by its governing body and the Procurement Code 13-1-135 NMSA 1978 to enter into cooperative purchasing agreements, pursuant to Sec. 11-1-1 et seq. 1978 Comp. and Sec. 108 of Ch. 65 of the Laws of 1984 (The Procurement Code).

CES Price Support: Although CES expects Offerors/Contractors to offer their very best prices to CES Agencies, nothing in this solicitation establishes a most-favored customer relationship between CES and the Contractor. The Contractor can respond to any solicitation from any public procurement unit without regard to this contract; however, the Contractor must agree that fees and prices offered through its CES contract will be at least two percent (2%) below the lowest fee/price offered directly to a CES Agency for a similar volume.

CES Participating Entities: Is defined as non-public educational agencies and/or organizations classified as follows, that may participate in and purchase tangible personal property, professional, non- professional and construction services through their cooperative purchasing agreement with CES.

A. Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.
B. State Agency [13-1-90 NMSA 1978] is defined as any department, commission, council, board,

committee, institution, legislative body, agency, government corporation, educational institution or office of the executive, legislative or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent, but does not include local public bodies.

C. Local Public Body [13-1-67 NMSA 1978] is defined as a political subdivision of the State and the agencies, instruments and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [13-1-28 NMSA 1978].

D. Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

CES Regions: New Mexico is a large state geographically. For this solicitation, CES is dividing the State into eight (8) service regions. Offerors will be required to indicate within their response to which of these service regions of the State they wish to provide services, and prioritize the areas, in order, that their firm intends to concentrate its efforts, if given an award. The first eight (8) service regions are listed below with the Public School Districts located in each. Any public educational institution, i.e. BIA schools, charter schools, colleges, universities, community colleges or participating entities physically located within these regions are considered as part of that region.

1. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico - Gallup Branch
2. **Region Two (2)** – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico - Los Alamos Branch, and University of New Mexico – Taos Branch
3. **Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University
4. **Region Four (4)** – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty, Mountainair, Quemado, Rio Rancho, Socorro and Vaughn School Districts; Alamo Navajo School, New Mexico CFYD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus
5. **Region Five (5**) – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College
6. **Region Six (6)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad
7. **Region Seven (7)** – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso, and Tularosa School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired, New Mexico State University at Alamogordo
8. **Region Eight (8)** – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Reserve, Silver City, and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

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

Clarification: As used in the RFP, clarification means communication with a Contractor for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry by CES, or as initiated by the Contractor. Unlike "Discussion" (see below), clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

Commencement Date/Substantial Completion Date:
CES's purchase order establishes the Notice to Proceed. The Substantial Completion Date refers to a stage of a construction or building project or a designated portion of the project that is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the building project or designated portion thereof for the intended purpose. The allowed duration for each project will be determined by the Contract Documents between the CES Agency and the Contractor.

Competitive Sealed Proposals: As required in the Procurement Code, CES has determined that competitive sealed bids are neither practical nor advantageous for this solicitation. These CES contracts will be awarded through competitive sealed proposals for the following reasons:

1. CES may conduct oral or written discussions with potential Offerors prior to an award.
2. CES desires to allow vendors to clarify proposals.
3. CES intent is to award a contract(s) on which price is only one of many determining factors.
4. Products and services offered must meet or exceed the industry standards and guidelines established for use in public facilities and for public use.
5. Offeror must provide the necessary information and documentation to substantiate and demonstrate its ability to provide the products and services and comply with all of the terms, conditions, specifications, and requests for information stated herein.
6. Offeror must provide proof of bonding capacity.
7. Offeror must provide the necessary documentation to demonstrate that it complies with all solicitation requirements.
8. CES realizes that over the period of a multi-year contract, certain prices may change. Offeror must demonstrate its ability to control the securing of, delivery of, installation of, warranty of and the resolution of problems with the products and services offered.
9. At contract renewal, an RS Means Contractor may request an increase or decrease to the adjustment factors in your Cost Excel Price Book.
10. Products offered must meet or exceed the industry standards and guidelines established for use in public facilities and for public use.
11. Offeror must provide the necessary information and documentation to substantiate and demonstrate its ability and capacity to provide, perform and comply with all of the terms, conditions, specifications, and requests for information stated herein.
12. Offeror's Past Performance Information (PPI) must indicate a vendor in good standing who has performed and conducted its business affairs in an acceptable manner without improprieties.

Confidential Information and Disclosure of Proposal Contents: For the purposes of this procurement, the provisions of the "New Mexico Inspection of Public Records Act" (NMSA 1978, Chapter 14, Article 2) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating

to this procurement shall be open to public inspection. Proposers are reminded, that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the New Mexico Inspection of Public Records Act for further clarification.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall provide a sheet with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, CES and its Members and Participating Entities shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit CES and its Members and Participating Entities the right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL". Within the required electronic submission, any item marked as confidential will need to be submitted in a separate folder marked "Confidential information".

The CES Executive Director will review the statement, and will determine in writing whether the information will be withheld. If the Executive Director determines that the information should be disclosed, the Offeror will be informed in writing of such determination and, should the Offeror object in writing within five (5) days after notification thereof, no disclosure will be made and the bid or RFP may be rejected.

Conflict of Interest: Any contract issued related to this RFP is subject to cancellation by CES if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the CES Agencies is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.

Construction: As defined in the New Mexico Procurement Code Regulations under 13-1-40 NMSA 1978. Definition: "construction" means building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work,

structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

Contract: Any agreement between the procuring entity and a contractor for the procurement of items of tangible personal property, services or construction.

Contract Between CES Eligible Agency and Prime Contractor: In any contract between the prime Contractor and a CES Eligible Agency based on a contract awarded in response to this RFP, the terms and conditions of the RFP will prevail. A contract between the CES Eligible Agency and the Contractor for construction shall model an industry standard agreement. The parties may agree to use as a guide the following; American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201, PSFA General Terms and Conditions, or Engineers Joint Contract Documents Committee (EJCDC®).

For construction projects performed under this RFP for which a formal contract between the CES Member or Participating Entity and the prime Contractor has not been executed, the terms, conditions and stipulations of the agreement must be clearly identified and stated, if applicable, within the written quote or proposal provided by the prime Contractor to CES and the CES Eligible Agency.

Contract Between Owner, Buyer And Contractor: For any construction project a Three-Party Agreement may be required between CES, a CES Eligible Agency, and the Contractor. If utilized, this agreement must be signed by all parties prior to the Contractor starting any work. In reference to this document, the Owner is a CES Eligible Agency; the Buyer is CES, which is acting as a conduit through which title to tangible goods may be vested in Owner. CES warrants and assures the Owner that it has complied with the State of New Mexico Procurement Code, Public Works Minimum Wage Act, the Public Works Contract Act and the Subcontractor Fair Practices Act.

When using this agreement, the Contractor will be responsible for providing CES with the information required to complete the Three-Party Agreement. It is at the discretion of the Owner and the Contractor to determine if an additional industry standard contract is to be executed in addition to this contract, including but not limited to, American Institute of Architects (AIA), The Engineers Joint Contract Documents Committee (EJCDC®) or Public School Facilities Authority (PSFA).

Contract Changes: CES can make changes within the general scope of this contract by giving notice to the Contractor, and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this service, an equitable adjustment in the price or delivery or both will be made. No change by the Contractor will be recognized without written approval of CES. Any claim of Contractor for any adjustment must be made in writing within thirty (30) days from date of receipt, by Contractor, of notification of such change, unless CES waives this condition. Nothing in this section will excuse Contractor from proceeding with performance of the service as changed hereunder.

Contract Month-to-Month Extensions: CES reserves the right to offer month-to-month extensions if is determined to be in the best interest of CES, its Members and Participating Entities.

Contract Multiple Awards: CES has determined that contracts awarded to more than one supplier for comparable goods and services at various prices best meets the many needs of its Members and Participating Entities. Hence, when an award to one supplier would be impractical or fail to meet the total requirements of comparison or evaluation, multiple awards may be made.

Contract Multiple Term: A contract having a term longer than one (1) year.

Contract Non-Exclusive: Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of CES, its Members or Participating Entities in New Mexico. CES reserves the right to obtain like goods and services from another source when necessary.

Contract Term and Extension: The term of the agreement will commence on award and continue until terminated, canceled, or extended. By mutual written agreement, the contract may be extended for up three (3), additional 12-month periods. However, no contract extension exists unless Contractor is so notified by CES. Extension and renewal of contract shall include, but are not limited to:

1. Contract usage and volume.
2. Satisfactory delivery of products and services during the preceding contract term.
3. Ability to continue the delivery of quality products and services.
4. Adherence to the contract terms and conditions.
5. Ability to provide competitive prices for products and the services under the contract.
6. CES, at its option, may require an update of statements of qualifications annually.

Contract Type: Indefinite quantity with the pricing scheme identified in each of the Categories of this RFP. The pricing schemes requested may include one or all of the following:

1. Fixed discount off retail or off published catalogs and price lists.
2. Fixed-price with economic adjustment. Offeror must identify, in writing, in this RFP any contingencies prior to approval.
3. A fixed factor applied to the R.S. Means Construction Procurement Catalog utilized for construction or construction items.
4. Fixed labor rates for projects under $60,000 that do not require New Mexico State Wage Rate Decision.

Note: A cost-plus-a-percentage-of-cost contract is prohibited. Request for a price adjustment must be submitted thirty (30) days prior to the anniversary date of the contract (first year) and prior to the annual renewal date (last three years). Justification for any adjustment will be in writing and be accompanied by appropriate documentation. CES will consider any price adjustments due to unforeseen and/or insuperable market forces that can be fully documented and justified.

Contractor: As defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978: "contractor" means any person who undertakes, offers to undertake by bid or other means, or purports to have the capacity to undertake, by himself or through others, contracting. Contracting includes constructing, altering, repairing, installing or demolishing any: road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, bridle path, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewerage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewerage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or mining appurtenance; leveling or clearing land; excavating earth; air conditioning, conduit, heating or other similar mechanical works; electrical wiring, plumbing or plumbing fixture, consumers' gas piping, gas appliances or water conditioners; or similar work, structures or installations which are covered by applicable codes adopted under the provisions of the Construction Industries Licensing Act.

The Act includes subcontractor and specialty contractor; and includes a construction manager who

coordinates and manages the building process; who is a member of the construction team with the owner, architect, engineer and other consultants required for the building project; and who utilizes their skill and knowledge of general contracting to develop schedules, prepare project construction estimates, study labor conditions and advise concerning construction.

Contractor License: As defined in Construction Industries Licensing Act 60-13-12 NMSA 1978. Contractor's license is required.

A. No person shall act as a Contractor without a license issued by the division classified to cover the type of work to be undertaken.
B. No bid on a contract shall be submitted unless the Contractor has a valid license issued by the division to bid and perform the type of work to be undertaken; provided this subsection shall not prohibit a licensed Contractor from bidding or contracting work involving the use of two or more trades, crafts or classifications if the performance of the work in the trades, crafts or classifications other than the one in which he is licensed is incidental or supplemental to the performance of the work in the trades, crafts or classifications for which he is licensed; and further provided that work coming under the jurisdiction of the mechanical bureau or the electrical bureau of the division must be performed by a Contractor licensed to perform that work.

Contractor's Price List: The contractor will furnish and keep current copies of the approved price list to CES to facilitate eligible procurement agencies in placing orders. Price list(s) on file must clearly state and identify any/all products/services offered with their associated costs. When contractor offers a discount off a retail price, Manufacturer's Suggested Retail Price (MSRP), RSMeans, and/or other acceptable pricing documents/methodologies, they must include a complete copy of the document and/or the document must be available to the general public by electronic media or by the internet.

Contractor's Quote to CES Member or Participating Entity: When preparing a proposal under a CES awarded contract, the Contractor must clearly identify and break out supplies, materials, equipment, services, labor, and local New Mexico Gross Receipt Tax into individual line items as they appear on the Contractor's awarded price schedule or pricing methodology. *Stated prices must include the CES one point two five percent (1.25%) administrative fee*. All costs associated with preparing cost proposals and job orders shall be the responsibility of the Contractor and must be based on a detailed scope of work and in compliance with an approved pricing methodology.

Cooperative Purchasing: Is authorized under section 13-1-135 NMSA 1978 and this contract is based on the need for CES to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing for public educational institutions, Participating Entities and other procurement units.

Cooperative Purchasing Agreement: Is an agreement between CES and a Participating Entity for the purpose of establishing the procurement method by which Participating Entities may join together in cooperative multi-jurisdictional contracting and to ensure the commitment of each Participating Entity. Further, the Agreement provides an understanding of the contracting process and the organization and operation of this purchasing cooperative (CES).

Cost of Proposal Preparation: CES will not reimburse the cost of developing, presenting or providing any response to this solicitation.

Credit Hold: The Contractor must agree not to place CES, its Member or Participating Entity on "credit hold" without ten (10) days advanced notice in writing to all parties, by letter or e-mail. Before CES can pay a

Contractor's invoice, it must collect payment from the CES Member or Participating Entity that received the product. CES believes it is better for the Contractor if CES places the slow-paying agency on "credit hold". If a Contractor places CES on "credit hold," agencies that pay promptly are penalized. If, on the other hand, CES places the offending agency on "credit hold", payment is more likely to result and only the offender is punished.

Current Products: All offers will be for construction and non-construction services, equipment, supplies, commodities and software in current production and marketed to the general public and educational or governmental agencies.

Default in One Installment to Constitute Total Breach: Contractor will deliver conforming materials in each installment, or Lot of this contract, and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the Contractor delivers nonconforming materials to any Member of CES under this contract.

Defective Goods: Contractor agrees to pay for return shipment on goods that arrive in a defective or non-operable condition. Contractor must agree to arrange for return shipment of damaged goods.

Descriptive Literature and Brand Names: All offers must include a complete set of the manufacturer's descriptive literature regarding the equipment, software, construction and non-construction products and services offered. Brand names, trade names and/or catalog numbers used in the RFP are intended to describe and identify equipment and software.

Disclosure of Confidential Information: Any confidential information provided to the Contractor by CES, its Members or Participating Entities or developed by the Contractor based on information provided by CES, its Members or Participating Entities 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 CES, its Members or Participating Entities. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to CES, its Members or Participating Entities within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to CES, its Members or Participating Entities will result in direct, special and incidental damages.

Disclosure of Employment: Offerors submitting proposals will disclose any and all owners, Contractors or employees who are active employees of CES or are immediate relatives of an employee of CES.

Discontinued Products: In the event that a product or model is discontinued by the manufacturer, CES will allow the Contractor to substitute a new product or model if the pricing discount is equivalent to the discontinued product or model.

Electronic Data: The contractor holder must be willing and capable of providing to the CES and/or its Members or Participating Entities, upon request, documents (proposals, communications, test results, reports, design/as-built drawings, presentations, specifications, etc.) in the appropriate drafting software (i.e. Revit), Microsoft Office and other computer technology formats.

Estimated Quantities: CES anticipates considerable activity resulting from this solicitation; however, no commitment of any kind is made concerning quantities actually to be acquired. CES does not guarantee usage. Usage depends on the actual needs of the CES Members or Participating Entities and on the marketing expertise of the Contractor.

Evaluation Committee: Means a committee of CES Members, CES Participating Agencies and CES Staff to perform the evaluation of Offeror's proposals. The committee reviews, evaluates and makes an award recommendation to the CES Procurement Officer, who makes a final determination.

Execution of Contract and Compliance with Proposal Instructions: By submitting a proposal, the Offeror acknowledges its understanding of the Instructions to Bidders and its willingness to comply with the requirements of the bid documents.

Federal Requirements: See attached supplemental Federal Terms and Conditions in the RFP documents.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Fungible Goods: Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a buyer until a separation of the purchased share has been made, delivered and received.

General Provisions: The terms **"can", "may", "should", "preferably",** or **"prefers"** identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Offerors proposal.

Improper Delivery: Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this contract, the purchasing agency may:

1. Reject the whole; or
2. Accept the whole; or
3. Accept any unit or units and reject the rest.

Indemnification: Contractor shall indemnify and hold harmless CES, its Members or Participating Entities, and its officers and employees, against liability, claims, damages, losses or expenses arising out of causes of action of whatever kind or nature asserted by any third party, bodily injury to persons, or damage to property caused by, or resulting from, Contractor's or its employees, own negligent act(s) or omissions(s) while Contractor, or its employees, perform or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is

not intended by any of the provisions of any part of the agreement to create the public or any Member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s) bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claims(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including, but not limited to, workman's compensation.
It is expressly agreed that, to the extent it is determined that the damage claimed was in part caused by the negligence of CES or other parties, the Contractor's liability pursuant to this indemnification provision will not be greater than that portion of the total liability in the same proportion as vendor's negligence bears to the entire negligence giving rise to the liability.

Indemnification Intellectual Property: The Contractor shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse CES, its Members and Participating Entities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:

1) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2) Allow the Contractor to manage the defense and settlement of the claim as permitted by law; and
3) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

CES, its Members and Participating Entities Rights: 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 sole expense:

1) Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities use of the product or service;
2) Replace or modify the product or service so that it becomes non-infringing; or
3) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the claim.

Inquiries: Any question related to this RFP will be submitted in writing through the CES eProcurement System by signing in at https://eprocurement.ces.org/. Replies will be made to all who have registered and downloaded this RFP from the CES eProcurement System. Any addenda created will become part of the bid documents.

Installation: Equipment or products that require professional installation will be installed per the project schedule as revised

Insurance: On contract award, the Contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly

employed by any of the Contractors or by anyone for whose acts the Contractor may be liable during the entire performance period of this contract. The Contractor must furnish a Certificate of Insurance (Acord 25) to CES prior to official award. If policy changes occur during the life of the contract, it is the Contractor's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Bidders will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.
2. Bidders will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage. Insurance will include "occurrence" claim provisions. Minimum acceptable coverage is $1,000,000 combined single limit for bodily injury and property damage, or $750,000 bodily injury and $250,000 property damage (each occurrence). The Offeror will name CES and the CES Member as additional insured up to the limits of the Tort Claims Act. Additional punitive damages liability to $500,000 will be provided naming CES as additional insured.
3. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.
4. In addition, Contractor must provide, upon request, identical certification of insurance to any CES Member using this contract. Prior to commencing any work, any subcontractor must procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime Contractor and CES Member.
5. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form (Acord 25) and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor, CES, its Members and Participating Entities.

Interviews: If interviews are required by the Evaluation Committee, CES staff will coordinate with each Offeror as to the questions to be asked, time, date, place and the time allowed for their presentation. The Evaluation Committee Members may question each Offeror during or after its presentation. Interviews will be closed to any persons not representing the Offeror. At the conclusion of all interviews, each Evaluation Committee Member shall freshly rate each Offeror in accordance with the criteria and standards stated. CES will not be responsible or reimburse any Offeror for the cost of their presentation or travel.

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.

Invoice: Contractor will invoice CES upon acceptance of an Owner-approved invoice. The invoice shall include the CES Purchase Order number, applicable contract pricing, change orders, if applicable, and the local New Mexico Gross Receipts Tax. The Contractor agrees not to contact the accounts payable department, business manager or executive officer of a CES Eligible Agency which owes CES payment for a product or service delivered, unless CES has specifically requested assistance in collecting a past due payment. (See also 'Progress Payments for Construction').

Late Offers: All offers will be submitted through the CES eProcurement System at https://eprocurement.ces.org/Index.html. Offers not submitted through the CES eProcurement System will be considered non-responsive and the Proposer will be notified in writing. If the Proposer feels that

its failure to meet this requirement is due to unforeseen conditions or "Acts of God", the Proposer will need to provide detailed documentation as to the reason(s) why the proposal was not submitted by the due date and time in the CES eProcurement System to the Purchasing Manager at 4216 Balloon Park Rd, Albuquerque, NM 87019 or e-mail to bids@ces.org. CES will review the documentation submitted and make a written determination whether to accept or reject the proposal.

Lease and Rentals: Offeror can allow CES Members to enter into rent, lease or lease/purchase agreements, providing such agreements are in compliance with 6-6-12 NMSA 1978 Exemption from Bateman Act, 13-1-67 NMSA 1978 Definition; local public body, and Public Education Department policies, rules and regulations. CES will not collect lease payments. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal with interest rates described as related to a government standard. Offeror must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of the CES Member and what that cost will be. No sale of a contract to a third party will be made without informing CES and the CES Member of the transfer. If Offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Contractor.

As required by New Mexico law, the lease agreement with the CES Member or Participating Entity will need to contain a termination provision for Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted by CES Members or Participating Entities (Lessee) governing body or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under any lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the lease without penalty or expense to Lessee. It is up to CES, its Members or Participating Entities to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least thirty (30) days in advance of such occurrence.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.

Licenses: The Contractor will maintain and inform CES of current status of all federal, state and local licenses, registrations, certifications, bonds and permits required for the performance and delivery of any and all construction and non-construction products and services. Any Contractor using subcontractors must hold a current and appropriate Contractor's license, as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978 to enter into such contracts. It is the responsibility of the Contractor to ensure that any subcontractors performing under this RFP hold and maintain the appropriate Contractor's licenses as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978. The Contractor is responsible to ensure that all Sub-Contractors maintain current all federal, state and local licenses, registrations, certifications, bonds and permits required for the performance and delivery of any and all construction and non-construction products and services.

Liens: All materials and services will be free of all liens.

Liquidated Damages: The CES Member or Participating Entity has the right to assess liquidated damages to the Contractor (and its Surety); and the Contractor shall be liable for the amount of liquidated damages as determined in the contract documents.. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein. The liquated damages are assessed per calendar day of delay until the work is determined by CES and its Member or

Participating Entity to be substantially complete. Liquidated damages will comply with the requirements of 55-2-718 NMSA 1978.

Maintenance: The Offeror of the various facility components or systems electrical/ mechanical/ structural must have or have access to and offer comprehensive maintenance support services to CES Members and Participating Entities. If a third party is used to provide maintenance or warranty work, Offerors must include with the proposal details of any such arrangement. Factory certified, and trained technicians will be available to cover all parts of the state. Maintenance service in metropolitan areas of New Mexico should be available within 12 business hours; service in rural areas within 24 business hours. Any maintenance facility must have sufficient parts inventory to provide quality service on units sold to CES Members or Participating Entities. On small pieces of equipment, out-of-state manufacturers may offer mail-in service, if normal turn-around time is 48 hours.

Mandatory Requirements: The terms **"must," "shall," "will," "is required,"** or **"are required"** identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor shall result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the CES Evaluation committee and a final decision on rejection will be made by the CES Procurement Officer.

Manufacturer's Representative: Dealers of products, services and equipment offered in response to this RFB or RFP, must provide a letter from the manufacturer certifying that the Offeror is a bona fide dealer or distributor for the products, services and equipment offered in response to this RFB or RFP. Should the dealer fail to satisfactorily fulfill any obligations established as a result of the contract award, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers or distributors for the balance of the contract period.

Money: All transactions are payable in U.S. currency only.

Negotiations: Offerors submitting proposals may be afforded an opportunity for discussion and clarification of proposals. Clarifications may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award.

New Mexico Building Codes and Regulations

- NMAC 6.27.30 - Statewide Adequacy Standards
- NMAC 14.5.1 - General Provisions: "This rule applies to all the administration, interpretation, and enforcement of contracting work performed in New Mexico subject to the jurisdiction of Construction Industries Licensing Act (CILA) and LP GAS Act."
- NMAC 14.5.2 – Permits: "This rule applies to all permitted work performed in New Mexico on or after November 15, 2017, that is subject to the jurisdiction of CID.
- NMAC 14.5.3 – Inspections: "This rule applies to all contracting work performed in New Mexico on or after November 15, 2016, that is subject to the jurisdiction of CID…"
- NMAC 14.5.8 - Investigations and Enforcement
- NMAC 14.5.9 - Code Bond Determinations
- NMAC 14.6.3 - Contractor's License Requirements
- NMAC 14.6.6 - Classifications and Scopes: This rule applies to any person who engages in contracting, as that term is defined in Construction Industries Licensing Act (CILA) Section 60-13-3 NMSA 1978.
- NMAC 14.6.7 - Modular Building Structures
- NMAC 14.7.2 - 2015 New Mexico Commercial Building Code

- NMAC 14.7.6 - 2009 New Mexico Energy Conservation Code
- NMAC 14.7.7 - 2015 New Mexico Existing Building Code
- NMAC 14.7.8 - 2015 New Mexico Historic Earthen Buildings
- NMAC 14.8.2 - 2015 New Mexico Plumbing Code
- NMAC 14.8.3 - 2012 New Mexico Swimming Pool, Spa and Hot Tub Code
- NMAC 14.9.2 - 2015 New Mexico Mechanical Code
- NMAC 14.9.3 - 1997 Uniform Mechanical Code
- NMAC 14.9.4 - Boilers
- NMAC 14.9.6 - 2012 New Mexico Solar Energy Code
- NMAC 14.10.4 - 2017 New Mexico Electrical Code
- NMAC 14.10.5 - 2012 New Mexico Electrical Safety Code
- NMAC 14.11.3 - 1997 Uniform Plumbing Code
- NMAC 19.15.40 - New Mexico Liquefied Petroleum Gas Standards
- NFPA 54 - 2018 National Fuel Gas Code
- NFPA 58 - 2017 Liquefied Petroleum Gas Code.
- Construction Industries Licensing Act, Sections 60-13-1 through 60-13-59 NMSA 1978.
- LP Gas Act, Sections 70-5-1 through 70-5-23 NMSA 1978.
- Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978
- Public Works Contracts, Sections of 13-4-1 to 13-4-43 NMSA 1978
- Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA 1978
- Subcontractors Fair Practices Act, Sections 13-4-31 to 13-4-42 NMSA 1978
- Prompt Payment Act, Sections 57-28-1 to 57-28-11 NMSA 1978
- New Mexico Public School Facility Authority Adequacy and Construction Standards for K-12 Educational Facilities only.

New Technology and Products: New products announced by the manufacturer may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Dealers 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 can reject any additions, without cause.

NMCID: New Mexico Construction Industries Division, a state agency who is responsible for overseeing, administering, issuing and ensuring that construction projects, Contractors and owners follow and comply with New Mexico laws, rules, regulations, policies and procedures.

NMDWS: New Mexico Department of Workforce Solutions, a state agency responsible for the administering and ensuring that all Contractors, and subcontractors follow and comply with New Mexico and Federal labor laws and applicable policies and procedures governing employment and the general workforce.

NMDWS Contractor Public Works Registration Requirement: As defined in Public Works Minimum Wage Act 13-4-13.1 NMSA 1978. In order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 to 13-4-17, NMSA 1978], the Contractor, serving as a prime Contractor or not, shall be registered with the New Mexico Department of Workforce Solutions. The State, or any political subdivision of the State, shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime Contractor that does not

provide proof of required registration for itself. Contractors and subcontractors may register with the New Mexico Department of Workforce Solutions on a form provided by the division and in accordance with the Department of Workforce Solutions department rules.

Because this solicitation is for an indefinite quantity and the amount of work to be performed on individual projects is not known, CES is requiring that all Offerors be registered on or before the date of the proposal opening and keep their registration current during the term of the contract and all contract extensions.

NMPED: New Mexico Public Education Department.

New Mexico State Wage Rate Documentation:

1. The New Mexico Department of Workforce Solutions (NMDWS) requires that certain forms be completed for every project in excess of $60,000. CES will submit for the wage decision and, upon receipt of the decision, will provide it to the prime Contractor. The Contractor is responsible for completing and submitting the required forms to the NMDWS and must provide CES with a copy of the following required forms: Notification of Award, Statement of Intent to Pay Prevailing Wages, and Affidavit of Wages Paid.
2. The prime Contractor must submit the Statement of Intent to Pay Prevailing Wages and the Notification of Award to NMDWS with a copy being mailed, faxed or e-mailed to CES, prior to the start of the project. The Affidavit of Wages Paid must be submitted to NMDWS with a copy being mailed, faxed or e-mailed to CES at the conclusion of your work on the project. The prime Contractor is responsible for insuring that its subcontractor(s) also submit the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid to NMDWS, with a copy being mailed, faxed or e-mailed to CES.
3. CES will not make any payments until copies of the Notification of Award, Statement of Intent to Pay Prevailing Wages and for projects $25,000 or greater until the Payment and Performance Bonds are received by CES. Final payment will not be released until CES receives a copy of the Affidavit of Wages Paid.

No Replacement of Defective Tender: Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this will constitute a breach, and Contractor will not have the right to substitute a conforming tender without written consent of all parties involved.

Notice: Notices under this contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, properly addressed to the respective parties as specified herein, or at such other address as may be specified by either party from time to time.

Novation: If the original Contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. CES reserves the right to accept or reject the new party, with the original Contractor being obligated if the new party fails to perform. A simple change of name agreement will not change the contractual obligations of the Contractor.

Offer Acceptance Period: In order to allow opportunity to evaluate the proposals offered, CES requires that an offer in response to this solicitation be valid and irrevocable for one hundred and twenty (120) days after opening time and date.

Offer Non-Responsive: Any offer that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation is considered non-responsive.

Options: Optional equipment or products can be added to the contract at the time it becomes available under the following conditions:

1. The option meets and complies with the solicitation's scope of work, specifications and requirements.
2. The option is priced at a discount similar to other options.
3. The option is an enhancement to the unit that improves performance or reliability.

Ordering Process: CES Members and Participating Entities will submit signed purchase orders to CES. CES will then issue a purchase order to the Contractor. When necessary, one or more orders may be combined. The Contractor must agree never to accept a purchase order based on this procurement method, unless the purchase order is issued by CES.

Overcharges by Antitrust Violations: CES maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to CES any and all claims for overcharges as to the goods or services used to fulfill the contract.

Ownership of Materials and Documents: CES, its Members or Participating Entities shall be the sole owner of all right, title and interest, including but not limited to copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "**materials**") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all **documents** necessary to assign and transfer to, and vest in CES, its Members or Participating Entities all Contractor's rights, title and interest in and to such original **materials**, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

Parol Evidence: This contract represents the final written expression of agreement. All agreements are contained herein, and no other agreements or representations that materially alter it are acceptable.

Past Performance Information (PPI): PPI is relevant information regarding a Contractor's actions under previously-awarded contracts to schools, local, state, or federal agencies. It includes the Contractor's record of conforming to construction licensing requirements, subcontractors requirements, specifications and to standards of good workmanship; the Contractor's record of containing and forecasting costs on any previously performed cost; reimbursable contract schedules, including the administrative aspects of performance; the Contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business- like concern for the interests of the customer.

Patent and Copyright Infringement: Contractor will, at their expense, defend CES and its Members and Participating Entities against any claim that any equipment or software supplied hereunder (even if such equipment or software are modified by CES or its Members, subject to the last paragraph of this section) infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES must:

1. Give Contractor prompt written notice of any such claim after becoming aware of such claim.
2. Allow Contractor to control and fully cooperate with Contractor in the defense and all related

settlement negotiations.

CES will be reimbursed for all expenses incurred by CES in fully cooperating with Contractor as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the Contractor. If any CES Member and Participating Entities are involved by any party in any way, the same provisions that apply to CES in this paragraph will apply to the CES Member or Participating Entity. Contractor's obligation under this section is conditioned on CES' agreement that if the subject of such a claim, CES will permit the Contractor, at its expense and option, either to procure the right for CES and its Members or Participating Entity to continue using the equipment and/or software, or to replace or so modify with equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Contractor's judgment and satisfactory to CES, CES will request its Members or Participating Entity to return the equipment or software on written request by Contractor at Contractor's expense.

Contractor agrees to refund CES and/or its Members or Participating Entities a refund for returned equipment as depreciated unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over six (6) years. In the event that Contractor's written request for return is made after full depreciation, the Contractor will pay CES, or its Members who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its Members or Participating Entities, fails to return the equipment, the Contractor is not obligated to that Member under this clause.

Contractor will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or software or combination, operation or use with apparatus, data or programs not furnished by Contractor. However, one Member's or Participating Entity's action will not preclude Contractor's obligation to others not having modified their equipment or software.

Payment by CES: CES will make every effort to collect payment from Members or Participating Entities for the purchase of goods and services within thirty (30) days after the receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. *Any offer that requires payment in less than forty-five (45) days shall not be considered.* CES must first receive payment from the Member or Participating Entity in order to process payment to the Contractor. Any Contractor whose business would be in jeopardy due to slow payments is encouraged not to respond. It has been CES' experience that public agencies always pay, but many are slow in processing payments.

Payments by Member or Participating Entities: For the purchase by a Member or Participating Entity directly from the Contractor for goods and services that have been received and accepted. Payment from the Member or Participating Entity to the Contractor will be made within forty-five (45) days after the receipt of a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. If a dispute arises or an agency's account becomes delinquent, the Contractor is encouraged to contact and request assistance from CES. *Any offer that requires payment in less than forty-five (45) days shall not be considered.*

Payment of Administrative Fee: When CES Members or Participating Entities issue payment directly to the Contractor for goods and services received and accepted. The Contractor will, upon receipt of payment from a Member or Participating Entity, issue payment to CES for the CES administrative fee in an amount equal to one point two five percent (1.25%) of the total invoice amount.

Payment Retention, Progress Payments:

1. In order to comply with 57-28-1 to 57-28-11 NMSA 1978, CES will not retain any funds on progress payments during any construction projects. The prime Contractor agrees to only request payment for stored materials and work completed ~~goods and services delivered~~ and accepted by the CES Eligible Agency.
2. Final payment of a contract, f~~or which progress payments have been made,~~ will not be made until the project is totally completed and accepted by Owner, including punch list items and close out documents delivered, and the final application for payment is signed by the CES Eligible Agency, received and audited by CES.

Preferences:

- **Residential Contractor Preference**: Pursuant to NMSA 1978 13-4-2, a Request for Proposal shall include a provision for Residential Contractor preference for those Contractors that submit a valid Contractor business certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section to Section 13-1-22.
- **Residential Veteran Contractor Preference**: Pursuant to NMSA 1978 13-4-2, a Request for Proposal shall include a provision for Residential Veteran Contractor preference for those Contractors that submit a valid veteran Contractor business certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

Pursuant to NMSA 1978 13-1-21, applicable preference will be awarded to responding Offerors that submit a copy of a valid resident contractor certificate or valid veteran contractor certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA. For joint proposals submitted by both a resident and nonresident Offeror, preference will be applied to the percentage of work produced or performed by the resident firm. If federal funds will be used in whole or part as a funding source, Residential Contractor or Residential Veteran Contractor Preference will not apply pursuant to 13-4-3 NMSA 1978.

Price List: The Contractor will furnish CES, its Member and Participating Entity with copies of or access to the approved price list for products and services for any contract based on this solicitation. The price list must be in the format and contain the detail information required by the CES. When Contractor offers a discount off a published list, catalogue price list, retail price, or Manufacturer's Suggested Retail Price (MSRP), such discounts will include the CES one point two five percent (1.25%) administration fee and must be submitted in the format required and be auditable by CES.

Price Quote or Proposal: When preparing a quote/proposal under a CES awarded contract, the Contractor must clearly identify and break out supplies, materials, equipment, labor, Performance and Payment Bonds, New Mexico Gross Receipts Tax, and services into individual line items as they appear on the Contractor's awarded price schedule or pricing methodology. All pricing includes CES one point two five percent (1.25%) administrative fee and any required New Mexico Gross Receipts Tax.

Promotional Price Reduction and Adjustment: A price reduction or adjustment can be offered at any time and will become effective upon approval by CES. Special and/or promotional pricing, time-limited reductions are permissible under the following conditions:

1. CES reserves the right to approve or disapprove such requests;
2. The price reduction may be available to all CES Members and Participating Entities equally;
3. The price reduction may be available for a specific time period; and
4. After the promotional pricing period expires pricing shall revert to the current contract pricing.

Pricing: Offeror will describe discounts and special pricing offered. Offeror must agree that prices offered through this contract will include the CES one point two five percent (1.25%) administration fee-while this contract is in effect, unless modified by formal contract amendment. Prices offered will be at least two percent (2%) below the lowest price stated on any other contract held by the Offeror for similar goods and services offered to governmental entities in New Mexico.

Pricing-Alternative Method of Costing: This method covers any product and service not covered by an approved price list or is a custom design or manufactured to meet the requirements of an individual project. The alternative cost is calculated as follows:

1. The Offeror must prepare, issue, and receive written quotes as practicable, to meet the project requirements.
2. All quotes must be attached to the project estimate prepared for the owner.
3. The project estimate to the Owner must indicate the percent of overhead and markup as stated in your cost proposal response.
4. The Offeror must indicate the percent off discount offered to CES
5. The Offeror will then subtract the approved CES discount to obtain the CES price. Example: item cost $1,000; percent of profit/overhead of 20% equals retail price of $1,200; less the CES discount of 10% or $120 equals the CES price of $1080.
6. CES or its Member Agencies reserve the right to accept or reject any quote or proposal using this method.

Pricing Line-Item: Products and/or services are broken down in detail by product category and product type and each product and/or service is presented as an individual item which provides the following information at a minimum.

1. Vendor/Manufacturer	2. Product Number
3. Product Name	4. Product Description
5. Product Name	6. Unit of Measure

Prime Contractor: Any Contractor paid directly by CES, its Members or Participating Entities is a prime Contractor; a subcontractor is paid by the prime Contractor. Prime Contractors using subcontractors are responsible for all actions of their subcontractors.

Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978 may be cited as the "Procurement Code".

Product Discontinuance: In the event that a product or model is discontinued by the manufacturer, the Contractor can substitute a new product or model, if the replacement product meets or exceeds the performance of the discontinued model.

Progress Payments for Construction: All progress payments must be invoiced through CES. It is the responsibility of the CES using agency and/or its designee to review and approve any estimates of work completed. If the CES using agency or their designee issues a written statement to the contractor per 57-28-5 NMSA 1978 A. “If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete…” In such cases, the contractor agrees to hold CES harmless for any deficiency of payment.

Protests: Protests will be filed and resolved in accordance with the State of New Mexico Procurement Code §13-1-172 NMSA 1978. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the District Court, in and for, the County of Bernalillo, State of New Mexico. The laws of the State of New Mexico will govern any resulting transactions.

A protest period of fifteen (15) days shall begin on the day following the preliminary award notice and end at 5:00 p.m., local Mountain Time at the end of the fifteenth (15) day. A protest must be written and include:

1. The company name, contact name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the Request for Proposal (RFP) or Request for Bid (RFB) by solicitation number;
4. A detailed statement of the legal and factual grounds of protest, including copies of any relevant and supporting documents and exhibits; and
5. The form of relief requested.

Protests shall be filed with the Chief Procurement Officer (CPO) of CES, at 4216 Balloon Park Road, Albuquerque, NM 87109. *Any protest received after the protest period deadline will not be accepted.*

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All proposals submitted in response to this invitation will become the property of CES and be a matter of public record available for review, after the final award notification and after the negotiation process pursuant to 13-1-116 NMSA 1978 and the "New Mexico Inspection of Public Records Act" (NMSA 1978, Chapter 14, Article 2). All proposals may be reviewed under the supervision of CES staff by appointment, from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 4216 Balloon Park Road NE, Albuquerque, New Mexico, 87109.

Quality: The equipment, materials, services, or work performed for the CES Member or Participating Entity, shall:

1. Meet or exceed the specifications of the CES Member or Participating Entity;
2. Be of a quality to pass without objection in the industry or trade normally associated with them;
3. Fit for the intended purpose(s) for which they are used;
4. Of every kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
5. Adequately contained, packaged and marked as the contract may require; and
6. Conform to the written promises or affirmations of fact made by Contractor.

Quality Control Issues: During the course of the contract, the CES Eligible Agency's contact person may secure samples proposed materials for use on the project and submit them to an independent laboratory for comparison to specified material. The Contractor will be notified of the results and should test results prove that a material is not functionally equal to or better than that specified, the prime Contractor will pay for all testing and costs incurred to have materials replaced that are found not to comply with the specifications, removed and dispose from the job site.

Request for Proposals or RFP: All documents, including those attached or incorporated by reference,

which are used for soliciting proposals.

Responsible Offeror: An Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that their firm has the financial resources, production ~~or~~ and service facilities, personnel, and experience to make satisfactory delivery of ~~the~~ construction products and services or items of tangible personal property described in the proposal.

Responsive Proposal: An offer which conforms, in all material respects, to the requirements set forth in the Request for Proposal. Material respects of a request for a proposal include, but are not limited to, price, quality, quantity or delivery requirements.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Safety Measures: Offerors will take all necessary precautions for the safety of employees on the worksite and will erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They will post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions will be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

Safety Standards: All items supplied on this contract will comply with all current applicable Occupational Safety and Health Standards, National Electric Code, American Refrigeration Institute (ARI), National Electrical Manufacturers Association (NEMA), American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), American National Standards Institute (ANSI), Environmental Protection Agency (EPA), New Mexico Environment Department (NMED), Occupational Safety and Health Administration (OSHA) and National Fire Protection Association Standards (NFPA).

Sample: Samples may be required prior to awarding a contract and/or prior to entering into an individual project contract. Upon request of CES or its Members, the Offeror will provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from CES or its Member. Samples will be free of charge and submitted and removed by Offeror at Offeror's expense. Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended and overall appearance. Samples received may be held for comparison with deliveries. CES and its Members will not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to Offeror will be considered abandoned and the CES Member will have the right to dispose of them.

Serial Numbers: A serial number is a unique, identifying number or group of numbers and letters assigned to an individual piece of equipment by the original equipment manufacturer. The Offeror agrees to provide products and equipment with serial numbers if provided by the manufacturer.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract, which may remain in effect without the invalid provision or application.

Shipment Under Reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

Shipping Errors: Contractor agrees that shipping errors will be at the expense of the Contractor. For example, if a Contractor ships a product that was not ordered by the CES Member or Participating Entity, it is the responsibility of the Contractor to pay for shipping and restocking charges back to the supplier, subcontractor, manufacturer or distributor, at the convenience of the CES Member or Participating Entity.

Shipping Terms: Prices that include shipping to any location in the State of New Mexico, delivered to the specific receiving point as identified in the purchase order issued by CES, its Members or Participating Entities to the Contractor. The Contractor will retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges will be the responsibility of the Contractor. The receiving agency will notify CES, the Contractor and/or Freight Company promptly of any damaged goods, and will assist the Freight Company/Contractor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the Member/Participating Entity. The Contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. Upon completion of the work, the premises will be left in a neat, unobstructed condition with everything in good repair and order.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost to the CES Eligible Agency. If there is no written agreement signed by all parties, by the Contractor taking possession of the project site and commencing work, the Contractor acknowledges that the site's condition meets their expectations and requirements for completing the project.

Site Preparation: Prior to a purchase order being issued by a CES Eligible Agency, the size, location and site conditions that exist at the time the Contractor takes possession and/or control must be clearly identified and stated in writing. The Contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the Member/Participating Entity, unless Contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or until the Member/Participating Entity has included the cost of site preparation in a purchase order to CES. Site preparation may include, but is not limited to, moving furniture, clearing the site, securing the site, installing wiring for networks or power and similar pre-installation requirements.

Smoking: All Contractors and subcontractors must adhere to CES Member or Participating Entity smoking policies.

Specifications: All Scope of Work specifications in this RFP are designed to enable a Contractor to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specifications are intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any Contractor believing a specification is unnecessarily restrictive, and submits a proposal, must indicate such in its initial response.

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department

of Workforce Solutions rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The construction contractor, will pay New Mexico prevailing wage rates for every job performed under this contract with a total project cost of Sixty Thousand Dollars ($60,000) or more on an individual basis. The contractor under the Public Works Minimum Wage Act as cited under 13-4-10 through 13-4-17 NMSA 1978, will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Stored Materials: Upon prior written agreement between the Contractor and CES Member or Participating Entity, payment may be made for materials not incorporated in the work, but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to CES Member or Participating Entity prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of Builder's Risk insurance coverage with CES Member or Participating Entity as an additional insured upon agency's request. The CES Member or Participating Entity must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the CES Member or Participating Entity, all stored materials must also be clearly identified as property of CES Member or Participating Entity. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to CES Member or Participating Entity upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In accordance with the "Subcontractor Fair Practices Act", 13-4-31 to 13-4-42, NMSA 1978, the following information is required to be submitted with any job order project:
   A. The name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be the greater of:
      1). Five Thousand Dollars ($5,000); or
      2). One half of one percent (.005%) of the total project (to be estimated by the architect and/or engineer of record).
   B. Address of the place of business
   C. Subcontractor license number
   D. Type of work or services to be performed by the subcontractor.
   E. Pursuant to Section 13-4-38 NMSA 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold on any job order contract, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves. After the specific job order contract award, any change in subcontractors must be approved by CES and the CES Eligible Agency, otherwise, the Offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein.
2. Subcontractor must be registered with New Mexico Department of Workforce Solutions, Public Works section.
3. CES and its Eligible Agencies reserves the right to approve, reject and replace any subcontractor proposed by the Offeror pursuant to 13-4-36 NMSA 1978.
4. Subcontractors will need to provide performance and payment bonds to prime Contractor if the

subcontract is greater than $125,000 pursuant to 13-1-148.1 .

5. Any agreements with subcontractors shall incorporate, by reference, the terms and conditions of this solicitation and each individual project contract.
6. No subcontract will be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID, New Mexico Public Works Act and New Mexico Procurement Code.
7. Subcontractor Payment: Contractor agrees to pay subcontractors in a timely manner and in accordance with the New Mexico Prompt Payment Act pursuant to 57-28-5 NMSA 1978. If Contractor receives a progress payment from CES, the Contractor will pay subcontractor(s), "…within seven days after receipt of payment from the owner, contractor or subcontractor…" pursuant to 57-28-5 C. NMSA 1978. CES will contract to provide release of liens from subcontractors within fifteen (15) days of date of payment. Failure to pay subcontractors, pursuant to 57-28-5 C. NMSA 1978, for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
8. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously, without delay and will not cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors will not employ anyone whose employment might be objected to by prime Contractor or Member.
9. It is the responsibility of the Contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Eligible Agency must make payments to CES before CES can issue progress payments to the Contractor. The Contractor must provide CES with all subcontractors and suppliers information utilized for any individual project performed.
10. Contractor and Subcontractor are responsible for obtaining background checks for any employee working on a CES project per the CES Member's background check policy.

Support for CES Pricing: Although CES expects Offerors to offer their very best prices to CES Agencies, nothing in this solicitation establishes a most-favored customer relationship between CES and the Contractor. The Contractor can respond to any solicitation from any public procurement unit without regard to this contract; however, the Contractor must agree that fees and prices offered through its CES contract will be at least two percent (2%) below the lowest fee or price offered directly to a CES Agency for a similar volume. A Contractor's response to a non-CES solicitation issued by a CES Agency may reflect the Contractor's best non-CES price with a note indicating a lower price is available through a CES contract.

Suspension or Debarment Status: If any firm, business, person, or Contractor submitting an offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government entity, the Offeror must include a letter with its response or offer setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter, or to not disclose in the letter all the pertinent information, shall result in the cancellation of any contract. By signing the "Acceptance of Offer and Contract Award", the Offeror certifies that no suspension or debarment exists.

Taxes: Prices offered will not include applicable New Mexico Gross Receipts Tax (NMGRT). All applicable New Mexico Gross Receipts Tax must be listed as a separate item on the quote and original invoice to CES and will be paid by the CES Member or Participating Entity issuing the purchase order to CES or Offeror. No New Mexico Gross Receipts Tax can be collected on delivery charges to the agency's location.

Taxes - Indian Reservation or Tribal Tax: If goods or services are subject to Indian reservation or tribal tax, Contractor shall include **such** taxes as a separate item on the original invoice and quote to CES.

Technical Irregularities: Are matters of form rather than substance evident from the proposal documents or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, CES reserve the right to waive such irregularities or allow an Offeror to correct them if either is in the best interest of CES and its Members or Participating Entities. Examples may include, but are not limited to, the failure of an Offeror to:

1. Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound.

Termination for Convenience: CES can, by written notice stating the effective date, terminate the contract issued as a result of this RFP for convenience in whole or in part, at any time. CES shall pay Offeror as full compensation for performance until such termination as follows:

1. The unit or pro-rata order price for the delivered and accepted portion; and
2. A reasonable amount, not otherwise recoverable from other sources by Offeror as approved by CES with respect to the undelivered or unaccepted portion of the service, provided compensation shall in no event exceed the total contract price.

Termination for Default: CES reserves the right to terminate in whole or any part of the contract due to the failure of the Contractor to carry out any obligation, term or condition of the contract. CES may issue written notice to the Contractor for acting or failing to act under the following conditions.

1. The Contractor provides material that does not meet the specifications of the contract.
2. The Contractor fails to complete the services set forth in the specifications of the contract.
3. The Contractor fails to complete the work required or to furnish the materials required within the specified time.
4. The Contractor fails to make progress in the performance of the contract and/or gives CES cause to believe that the Contractor will not or cannot perform the requirements of the contract.
5. The Contractor fails to observe any or all of the terms and conditions of the contract.
6. The Contractor accepts purchase orders, based on this contract, directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, the Contractor will have ten (10) days to provide a satisfactory response in writing to CES. Failure on the part of the Contractor to satisfactorily respond can result in CES terminating the contract.

Termination for Gratuity: CES shall, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any employee of CES with a view toward securing a contract or the respect to the performance of the contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to CES for demonstration, evaluation, or loan purposes are not considered gratuities.

Termination for Non-Performance or Contractor Deficiency: CES can terminate any contract if CES Members have not used the contract in any 12-month period, or if purchase orders total less than $10,000

in any 12-month period. CES reserves the right to cancel the whole or any part of this contract due to failure by Contractor to carry out any obligation, term or condition of the contract. CES will issue a written notice to Contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Failing to adequately perform the services set forth in the scope of work, specifications or contract;
3. Failing to complete required work or furnish required materials within a reasonable amount of time;
4. Failing to make progress in performance of the contract and/or giving CES reason to believe that Contractor will not or cannot perform the requirements of the contract;
5. Performing work or providing services under the contract prior to receiving a purchase order from CES for such work;
6. Accepting purchase orders based on this contract from CES Members and/or invoicing CES Members directly.
7. Fails to observe any or all of the terms and conditions of the contract.
8. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, Contractor will have ten (10) days to provide a satisfactory response to CES. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the contract will become the property of the CES Member on demand.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project covered by this RFP and executed through the CES procurement process may be terminated if insufficient appropriations or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to CES Members or Participating Entities governing board and/or the New Mexico State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Contractor. The CES Members or Participating Entities decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor and shall be final.

Termination of RFP: CES reserves the right to cancel this RFP at any time and for any reason and to reject any or all proposals when it is in the best interest of CES, its Members and Participating Entities (13-1- 131 NMSA 1978).

Title and Risk of Loss: The title and risk of loss of material or service will not pass to CES Members or Participating Entities until it actually receives the material or service at the point of delivery, unless otherwise specified within this document.

Trade-In Equipment: Equipment for trade-in shall follow the requirements of 13-1-156 NMSA 1978 for tangible personal property with the estimated value which exceeds five thousand dollars ($5,000). Equipment will be dismantled by the Contractor and removed at the Contractor's expense. The conditions of the trade-in equipment at the time it is turned over to the Contractor will be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the offer and the trade-in. Values placed on trade-in products are negotiated by the CES Member or Participating Entity and the Contractor.

Warranty: Contractor warrants that all equipment, software, construction products and services delivered under this contract will conform to the specifications of this contract. Offeror must agree to assist the

purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms and comply with the following:

1. Contractor warrants that any construction products and services, equipment or material supplied to CES or its Members or Participating Entities will conform to all requirements of the contract and all representations of Contractor and will be fit for all purposes and uses as required and defined ~~in~~ for each individual project. All work performed, equipment and materials must carry a minimum 12- month warranty that includes parts, labor and reimbursable expenses.
2. Unless modified elsewhere in this solicitation, Contractor warrants that for one (1) year after acceptance of the individual project, the work performed, equipment and/or materials provided to the CES Member or Participating Entity will be:
    a. Of a quality to pass without objection in the industry or trade normally associated with them;
    b. Fit for the intended purpose(s) for which they are being purchased and/or being used;
    c. Of even kind, quantity and quality within each unit and among all units, in the variations permitted by the contract;
    d. Adequately contained, packaged and marked as the contract may require; and
    e. Conform to the written promises or affirmations of fact made by Contractor.
3. Any extended manufacturer's warranty that is obtained to meet the 12-month requirement will be passed to the CES Member or Participating Entity without exception. CES reserves the right to cancel the contract if Contractor charges the agency for any product and/or service received at no cost under a warranty.

Weighted Evaluation: CES reserves the right to determine the points allocated to the technical response and the cost response that is most appropriate.

Withdrawal of Offer: An Offeror can withdraw its proposal through the CES eProcurement System any time prior to the specified due date and time.

Year-End Procurement: For purchase orders (PO) issued to a Contractor, goods must be delivered and services must be completed five (5) days prior to the end of the school's fiscal year (June 30th). CES must receive all invoices dated for the prior fiscal year by the 10th of July. The CES Member or Participating Entity may cancel purchase orders for goods or services not delivered or completed by June 25th. The CES Member or Participating Entity may issue a new purchase order dated after July 1st for any goods not delivered or services not completed by June 25th.

Acceptance of General Terms and Conditions

Offeror is to sign the statement below. Any exceptions must be listed on a separate page(s) as required.

(X) I accept the Categorical Terms and Coniditions, without exceptions.

(__) I accept the Categorical Terms and Coniditions, with exceptions as listed below or on separate page(s).

Charles DeBuck, Business Manager

Printed Name and Title

Charles DeBuck

Signature (should match cover signature)



Login (/pwaa/LRDEmployer/Core/Navigate.aspx?Go=Core.Login)

(/PWAA/LRDEMPLOYER/CORE/NAVIGATE.ASPX?GO=CORE.LOGIN)

CONTRACTOR REGISTRATION SEARCH

Search for Registered Contractors

Select the Search button below to complete a search of Contractor Registrations. To refine your search, enter your desired search criteria using any of the fields below and then selecting the Search button. Selecting the Reset button will clear all search field criteria entries.

Enter Information

FEIN:

Registration Number: 002440320120504

Contractor Name: ☐ Contains

DBA Name: ☐ Contains

Search Reset

Search Results

Registration Number	Contractor Name	DBA Name	Phone Number	Address Line1	Registration Date	Expiration Date	Regist Status
002440320120504	ExerPlay Inc.	ExerPlay Inc.	5052810151	12001 HWY 14 N	05/22/2020	06/20/2022	Active

Last Updated: 12/17/2020 2:59:51 PM | Accessibility | Privacy Statement | Viewing Tips

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

EXERPLAY, INC.

LICENSE NUMBER

54847

Qualifying Party(S)

SMITH FARRELL M.

EXPIRES

04/30/2021

CLASSIFICATION(S)

GF05

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand.

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

EXERPLAY, INC.

LICENSE NUMBER

54847

Qualifying Party(S)

SMITH FARRELL M.

EXPIRES

04/30/2021

CLASSIFICATION(S)

GF05

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand.

DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
04/10/2020

CERTIFICATE HOLDER:
Exerplay, Inc.

12220 State Highway 14N

Cedar Crest NM 87008

INSURED:
Exerplay, Inc

PO Box 1160
Cedar Crest NM 87008

DESCRIPTION OF OPERATIONS CONTINUED:
Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Umbrella/Excess Liability follows form.30 Day Notice of Cancellation is included.
Endorsement has been requested and will be forwarded upon receipt.

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 Daniels Insurance, Inc.-Albq. 320 Gold Avenue SW, Ste 700 Albuquerque NM 87102	CONTACT NAME: Terri Spence PHONE (A/C, No, Ext): (505) 766-9676 FAX (A/C, No): (505) 766-9679 E-MAIL ADDRESS: tspence@danielsinsuranceinc.com
INSURED (505) 281-0151 Exerplay, Inc PO Box 1160 Cedar Crest NM 87008	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Casualty Insurance C — 19046 INSURER B: Travelers Indemnity Company — 25658 INSURER C: Great American E & S Insurance — 37532 INSURER D: — INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28000 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			PL225986402	04/15/2020	04/15/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						Empl Benefits Liab	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA-9L093946-20-42-G	04/15/2020	04/15/2021	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR			XS225986502	04/15/2020	04/15/2021	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB-8K006500-20-42-G	04/15/2020	04/15/2021	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$

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

General and Auto liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General and Auto liability and Workers' Compensation policies but only under the circumstances stated in the policies. General Liability policy contains a Blanket Additional Insured-Including Completed Operations provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Policies contain a 30 Day Notice of Cancellation 10 days for non-payment of premium provision that establishes the scope of Notice granted to the Certificate Holder. General

CERTIFICATE HOLDER

Exerplay, Inc.

12220 State Highway 14N

Cedar Crest NM 87008

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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2021 02 04 Exerplay CES

Final Audit Report 2021-02-04

Created:	2021-02-04
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-0FD29fdME6ATq9QSt59v-Ah3MMBisjV

"2021 02 04 Exerplay CES" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-04 - 5:06:05 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-04 - 5:07:16 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-04 - 5:07:32 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-04 - 5:07:43 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-04 - 5:07:43 PM GMT

Dawson Park BAR

Final Audit Report 2021-03-02

Created:	2021-03-01
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0HrpNFebmra1BKiAfYmnvn1hzMryuEaE

"Dawson Park BAR" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-03-01 - 11:09:48 PM GMT- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
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Signature: Xavier Vigil
Xavier Vigil (Mar 11, 2021 09:29 MST)

Email: xivigil@santafenm.gov

GB PW - Dawson Park Project BAR

Final Audit Report 2021-07-30

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City of Santa Fe New Mexico
Memorandum

Date: July 21, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Jul 22, 2021 08:46 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, AICP, CPPP, Public Works Project Administrator

RE: AECOM's Professional Services Contract Request for Approval

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ITEM AND ACTION

Request for Approval of Professional Services Contract with AECOM Technical Services, Inc. in the Amount of $1,069,436.23 Including NMGRT to Provide Engineering Design Services to CIP Project #501 St. Michael's Drive-Rail Trail Underpass.

BACKGROUND AND SUMMARY

The project is located at the intersection of St. Michael's Drive (NM 466) and the New Mexico Rail Runner (NMRX)/ Santa Fe Trail (SFRT). In 2014 a bicyclist was fatally struck by a train at the crossing. Consequently, in 2014 and 2015, NMDOT funded two Roadside Safety Audits to study the crossing's safety deficiencies and identify alternatives to mitigate the issues. Of the six (6) alternatives that were identified, both studies concluded that an underpass is the best option.

With federal and state funding, a Cooperative Project Agreement between the City and NMDOT for $4,984,999 to design and build the underpass has ensued. Pursuant to NMDOT's funding procedures, RFP#'21/28/P was issued on February 17, 2021. The RFP's focus is to identify an engineering firm that has demonstrated experience in designing underpasses that considers: 1) pedestrian personal safety, both perceived and real; 2) maintenance issues such as graffiti; 3) aesthetics; and 4) drainage. Two proposals were received on April 12, 2021 and evaluated by five (5) member Evaluation Committee on April 23, 2021. The Committee chose AECOM Technical Services, Inc. for their skills, creativity and innovative ideas for addressing typical underpass issues.

AECOM's contract to conduct Phase 1 – Study, Phase 2 – Preliminary and Final Design, and Phase 3 – Bidding Services shall not exceed $1,069,436.23 including gross receipts tax and expenses. Phase 4 – Construction Management Services will be negotiated after the design plan is completed and approved by NMDOT. Pursuant to Section 13-1-150 NMSA 1978, AECOM's contract term shall not exceed four years. Based on the attached project schedule, AECOM will start the project on November 1, 2021 and complete the engineering design from Phase 1 through Phase 3 within 2 years. Construction is anticipated in the 3rd year of the contract and will be

completed within 2 years. Public meetings are scheduled to seek input on the engineering design before plans are submitted to NMDOT for approval. In addition, the design plans will be reviewed by the Bicycle and Pedestrian Advisory Committee in an open meeting to help ensure bicyclists and pedestrians safety.

ATTACHMENTS

Professional Services Contract
Evaluation Committee Report
Project Schedule
AECOM's Coverage of Insurance
AECOM's Business Registrations
AECOM's W9
Procurement Checklist
Summary of Contracts

Item#_____
Munis Contract# 3202868

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide design engineering services for the City in connection with the construction of the St. Michael's Drive - Rail Trail Underpass Project (the "Project") comprised of the following phases and tasks thereunder:

PHASE I – STUDY

1. Environmental Investigations and Documentation
2. Property Ownership, Location Survey and Mapping
3. Coordination
4. Public Involvement

PHASE II – PRELIMINARY & FINAL DESIGN

1. Property Ownership Maps
2. Utility Designation, Location, and Mapping
3. Preliminary and Final Drainage Report
4. Geotechnical Investigations
5. Preliminary Design Plans
6. Right-of-Way Design
7. Final Design
8. Coordination
9. Public Involvement

PHASE III – BIDDING SERVICES

1. Environmental Investigations and Documentation
2. Construction Bid Documents

PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)

1. Construction Engineering and Management

2. Public Involvement

PHASE I – STUDY

1. Environmental Investigations and Documentation

Prepare environmental document that is appropriate for this project. The Contractor will select logical termini for addressing environmental concerns on a sufficiently broad scope. The environmental document shall be prepared in accordance with the NMSHTD Action Plan, FHWA Technical Advisory T 6640.8A, 23CFR Part 771 and other applicable guidelines and regulations. The environmental document shall address: the purpose of the assessment; the need for the project; project history; impacts to the natural and human environment; appropriate mitigation measures; public involvement, and coordination with federal, state, city, and county agencies, railroad companies and other entities.

The environmental investigations must be conducted by an interdisciplinary team including qualified environmental and natural resources specialists. A qualified environmental professional will be responsible for preparation of the environmental document.

The environmental document summarizes the environmental investigations, agency coordination, and public involvement. The efforts must be commensurate with the potential for environmental impacts. Documents submitted to the City which are incomplete as determined by the Project Manager will not be reviewed. Documents that are complete shall be reviewed once and comments made to the Contractor. Complete documents will have a comprehensive discussion of purpose and need, alternatives as appropriate and environmental investigation as described in this RFP. Errors or omissions not adequately corrected from the first review will be subject to liquidated damages which will be withheld from final payment of the contract.

A. Environmental Assessment Outline

1. Executive Summary: A brief overview of the project, process, critical issues and conclusions.
2. Project Purpose and Need: Include an explanation of the planning requirements of TEA-21.
3. Project Description: Include discussion of project history and alternatives considered.
4. Environmental Factors: Discuss environmental factors in proportion to the magnitude of concern. Critical issues will be treated in detail and other issues summarized and included by reference:
    a. Consistency with land use plans
    b. Socioeconomic issues including discussion of Title VI and environmental justice as appropriate
    c. Right-of-way, land transfers, and relocations
    d. Natural, scenic, and visual resources including, as appropriate, discussion of general project setting, physiography, geology, seismicity, paleontology, and natural landforms

e. Air quality including, as appropriate, discussion of Clean Air Act, National Ambient Air Quality Standards, Air Quality Control Regions, and the State Implementation Plan
f. Noise impacts including discussion of the New Mexico State Highway Commission Policy on Noise Abatement
g. Surface water quality including, as appropriate, discussion of 404 permitting, section 404(b)(1) guidelines and requirements and 401 certifications
h. Ground water quality including, as appropriate, discussion of detention/retention ponds and consultation with the New Mexico Environment Department Groundwater Bureau, Notice of Intent for a Discharge Plan
i. Wetlands including discussion of Executive Order 11990 and, as appropriate, 404 permitting and 401 certifications
j. Flood plains including discussion of Executive Order 11988
k. Wildlife resources and wilderness areas including, as appropriate, discussion of Migratory Bird Treaty Act, Wild and Scenic Rivers Act, the Wilderness Act, consultation with management and regulatory agencies, etc.
l. Threatened and endangered species including discussion of the Endangered Species Act and Section 7 consultation with the US Fish and Wildlife Service
m. Soils and vegetation including, as appropriate, discussion of the National Pollutant Discharge Elimination System, storm water pollution prevention plan, best management practices, etc.
n. Farmland issues including, as appropriate, discussion of consultation with the Natural Resources Conservation Service and the Farmland Conversion Impact Rating (FCIR)
o. Historic and cultural resources including discussion of the National Historic Preservation Act and consultation with the State Historic Preservation Officer
p. Section 4(f) and Section 6(f) properties
q. Utility adjustments
r. Hazardous materials including, as appropriate, discussion of the RCRA, CERCLA, underground storage tanks, initial site assessments and other investigations consistent with the NMSHTD Hazardous Waste Handbook, etc.
s. Construction impacts
t. Noxious weeds
u. Pedestrians, cyclists and equestrians
v. Secondary and cumulative impacts
w. Irreversible and irretrievable commitment of resources
x. Relation between short term use of the human environment and maintenance of long term productivity
y. Summary of environmental impacts
z. Environmental commitments and mitigation measures

aa. Public involvement and agency coordination including discussion of the Public Involvement Plan, citizen advisory committees, cooperating agencies, etc.

bb. References and list of preparers

B. Input Synopsis

The Input Synopsis and draft request of the Environmental Assessment shall be submitted to the City. The Input Synopsis shall contain copies of the public involvement handouts and written comments. It shall also contain the EA circulation list, responses to verbal and written comments and the public involvement summary and transcript. All studies, commitments and recommendations must be summarized and finalized (cultural resources, agency permits, etc.).

C. Copies

The Contractor shall provide ten (10) copies of the approved EA to the City. The Contractor shall also produce sufficient copies of the EA and mail them for appropriate public and agency review of the document. The Contractor shall provide three bound copies of the Input Synopsis to the City.

D. Environmental Investigations

The environmental investigations will include, if appropriate, surveys and analyses in the following areas:

a. Biological surveys conducted by qualified biologists including a biological survey report and biological evaluation for threatened and endangered species and, if necessary, an official Biological Assessment and Evaluation for Endangered Species Act compliance regulatory agency review and approval.

b. Wetland determination and delineation including, if necessary, a Wetland Delineation Report for regulatory agency review and approval.

c. Section 4(f) determination and evaluation including, if necessary, an official 4(f) Determination Report for land management agency and FHWA review and approval including avoidance options, alternative evaluations and measures to minimize harm.

d. A visual impact assessment including, if necessary, a separate Visual Impact Assessment Report for City review and approval.

e. A noise analysis including, if necessary, a separate Noise Analysis Report for City review and approval.

f. An air quality analysis including, if necessary, a separate Air Quality Analysis Report for City review and approval.

g. Other surveys, investigations, and analyses may be required as appropriate to the project.

Environmental investigations must include analyses of all issues mandated by the National Environmental Policy Act (NEPA) as well as other state and federal environmental legislation, including Executive Orders on Wetlands, Floodplains, and Environmental Justice. The environmental investigations shall include evaluations of all

appropriate alignment and typical section alternatives, including the no-build option and avoidance options. Environmental investigations will also include, as appropriate, measures to minimize harm, enhancement measures and measures to mitigate impacts. Cultural resource investigations shall include Historic Building Inventories and Tribal Consultations as required by the National Historic Preservation Act, Section 106.

The environmental investigations will include a cultural resources survey and preparation of a final report that meets all federal and state requirements. Four (4) copies of the final Cultural Resources Survey Report shall be submitted to the City. The cultural resources survey must be conducted by a qualified archaeologist.

All environmental reports submitted to the City are subject to City approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Contractor shall determine, recommend and obtain the City's concurrence on the preferred alternative to be used for location approval in the environmental document and for final design.

2. Property Ownership, Location Survey & Mapping

Research and investigate adjacent property ownership within areas of new construction by use of County/and or City records. The Contractor shall provide a location survey (including location of fences, structures and above ground utilities), controlled aerial photography, computer mapping services and digitized cross sections. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.

The Contractor, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric plan and profile sheets and shown on these sheets.

3. Coordination

The Contractor will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with all property owners and federal, state, city, county, schools and other agencies having jurisdiction or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Contractor including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal (written) and informal (verbal) approvals. For any required formal approvals, the Contractor will provide the City with all required data and draft letters of transmittal. In the event the Contractor is not successful in obtaining formal approvals, the Contractor shall promptly notify the City in writing, and the City will assist in resolving the matter.

In addition to the above, the Contractor shall be responsible for:

a. Scheduling all design reviews
b. Distributing all reports, plans and documents
c. Writing design review reports
d. Writing Design Team meeting reports
e. Performing property owner interviews and documenting the interviews
f. Scheduling PS&E Office Review
g. Writing PS&E Office Review Report
h. Being the focal point, for the flow of all project activity, including the sub-contractor work
i. Providing monthly progress reports for design, utility, environmental, right-of-way and construction
j. Providing periodic presentations to the City. (i.e. City Council and Committees), Local or Regional Planning Organization (LPO/RPO), State, etc.

4. Public Involvement

Public involvement activities will be proposed by the Contractor in a Public Involvement Plan (PIP). The PIP will be submitted to the City for review and concurrence.

It is anticipated that a high level of public involvement will be required. This level of effort typically involves several public information meetings, a public awareness program and at least one public hearing. The Contractor shall be responsible for the implementation and cost of all public meeting/hearing coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, and fencing issues. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Contractor shall be responsible for following the City Land Development Code, Chapter 14-3.1(F), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE II – PRELIMINARY & FINAL DESIGN

1. Preliminary Property Ownership Maps

Provide Preliminary Property Ownership Layout Maps. These maps may be prepared using county and/or city records and GIS orthophotography in conjunction with the location survey. Maps shall be prepared at the same scale as the planimetric P&P sheets.

2. Utility Designation, Location, and Mapping SUE Level (A)

A. Scope of Subsurface Utility Engineering Services

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. The process shall include all necessary records research, field investigations (designation), potholing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. The process may also include utility relocation design and estimates. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE Contractors, who must meet the minimum requirements/standards outlined below prior to providing services.

"Accurate" shall mean 0.30 meters to 0.60 meters (1.0 to 2.0 feet), unless a more precise tolerance is specified. The SUE Contractor shall also designate wells and septic systems. While performing the designating activity, the SUE Contractor may excavate test holes, at no expense to the City, for the purpose of determining the approximate depth of the utility. Any markings on sidewalks or roadways for survey identification shall be of a temporary nature. The SUE Contractor shall provide the Contractor and the City with all data secured in hard copy plan sheet(s) Micro-station) format. After completion of the designating phase, the SUE Contractor shall consult with the Project Manager, and the Contractor to discuss the findings, potential impacts and to establish the scope of additional SUE activities.

B. Utility Locating

For the purpose of this contract, "locating" shall mean to obtain exact/precise horizontal and vertical positions of utilities by excavating test holes. The test holes shall be done by vacuum excavation system and in a manner so as not to cause damage to utilities or other underground structures. This activity shall only be added in the event the design team determines this information is needed and shall be added by an amendment (if necessary) to the City/Contractor contract. This activity shall be performed prior to the 60% completion design review and only based on information secured during the designating activity and at the direction of the design team. This activity shall require the SUE Contractor to provide exact/precise three-dimensional plan and profile mapping, tied to City survey control, of utilities and related structures for making final design decisions. The SUE Contractor shall use City approved survey books to record all surveys and shall also use City monuments and benchmarks referenced in the book and control lines provided by the City. All surveying and designation of monumentation within the limits of the project shall be coordinated through and submitted to the Project Manager. All horizontal control shall be oriented to the New Mexico Grid System, and all elevations shall be based on the National Geodetic Survey (NGS) mean sea level datum of 1988.

The survey information shall contain horizontal location and vertical elevation every 500 feet (150 meters) or as specified, and referenced to project datum at top and bottom of the utility, true elevation of existing grade over the utility at the test hole, outside diameter of utility and configuration of non-encased multi conduit systems, utility structure material composition if ascertainable, paving thickness and type, and other pertinent information as is reasonably available from the test hole site.

References to project datum shall maintain vertical and horizontal tolerance to 2.5 centimeters (one inch), unless a more precise tolerance is specified for the specific location(s) being investigated.

C. Traffic Control

The City will strictly enforce its policies and procedures. All work in the City of Santa Fe shall be performed in accordance with the following:

a. Latest edition of the NMSHTD Standard Specifications for Highway and Bridge Construction.
b. Manual on Uniform Traffic Control Devices (MUTCD 1988 Edition).

For the purpose of traffic control and possible lane closures, before initiating any field surveys or test pits, the SUE Contractor shall be required to obtain a permit from the City.

The SUE Contractor shall be required to submit a Traffic Control Plan (TCP), which must be approved by the City before the permit can be issued. The SUE Contractor shall be responsible for providing all labor, materials and equipment necessary for TCP at the SUE Contractor's expense. The TCP shall include, but is not limited to: temporary traffic control signs, channeling devices, arrow panels, traffic barriers (i.e. attenuator barrels), impact attenuators, flaggers, temporary pavement markings, etc., and all other equipment and labor necessary to effectively implement the approved Traffic Control Plan.

D. Analysis, Recommendations and Design

When the SUE Contractor has performed all necessary research, designating and locating services, he/she shall determine to what extent the proposed roadway improvements will impact the utilities and prepare a report outlining avoidance alternatives, required adjustments and/or relocations and cost estimates to perform those relocations. This activity shall be planned and timed to occur within thirty (30) days of completion of the 60% completion design review. In certain instances, the SUE Contractor may be asked to prepare utility relocation design plans and specifications for inclusion into the City's contract documents.

The SUE Contractor shall be capable of providing relocation design for telecommunications, water, gas, electrical and sanitary sewer facilities. Experience in utility design, roadway engineering and storm drainage design are important factors. Recommendations on how to resolve conflicts with utilities during highway design will be required so as to reduce utility relocation costs.

The SUE Contractor shall prepare a report indicating the findings, recommendations and actions resulting from the work they performed. The report shall include, but not be limited, to a cost-benefit analysis of the Subsurface Utility Engineering process for this project, i.e., how many dollars were saved for each dollar expended. The SUE Contractor shall also submit a final financial tabulation for this project, including a breakdown of all costs associated with the SUE process on a per unit basis.

E. Certification of Work

In all cases the SUE Contractor must certify his/her work, and such certification shall include the signature and seal of a Professional Engineer and/or a Professional Licensed Surveyor, who is registered in the State of New Mexico.

F. Manpower

The SUE Contractor shall list four (4) key staff personnel. The key staff shall include:

a. A Professional Engineer registered in the State of New Mexico with expertise in subsurface utility engineering
b. A Professional Land Surveyor registered in the State of New Mexico with expertise in surveying utilities
c. Qualified Geologist
d. Project Manager/Liaison

The SUE Contractor shall provide all equipment, personnel and supplies required to perform its research, designating, locating, design and other services. The SUE Contractor shall obtain all necessary permits from the state, city, county, or other municipal jurisdictions, to allow the company to work in existing streets, roads and right-of-way for the purpose of marking, measuring and recording of existing utilities. The SUE Contractor shall notify Blue Stake or One Call prior to any field work and shall be responsible for any fees incurred.

G. Equipment

The SUE Contractor shall list the quantity and different types of equipment that will be used for designating and locating services. This listing shall be in the technical proposal.

H. Professional Liability Coverage

The SUE Contractor shall have and maintain professional liability insurance that covers his/her subsurface utility operations and insurance for his/her professional services that will hold the City harmless for errors and omissions until construction of this project is complete.

I. Undersigned Sub Contractor Services

The SUE Contractor shall list all sub-Contractors that are expected to provide services under this contract. The Contract shall also include a separate sum of money for undesignated sub-Contractor services that may be required for unique circumstances.

In addition to the requirements outlined previously, the Subsurface Utility Engineering firm selected to perform services for the City must also meet the following minimum standards:

a. Demonstrate (list of projects and contacts) a thorough knowledge and understanding of designating, locating and data management activities. The SUE Contractor must have five years minimum experience as a Subsurface Utility Engineering service provider.

b. Individuals assigned by the SUE provider to carry out the work assignments must be well trained. The SUE Contractor must provide an on-going training program to the City prior to being pre-qualified and accepted as a SUE service provider by the City.

c. Individuals assigned by the SUE provider to supervise daily operations on each crew must have a minimum of two years SUE crew experience.

d. The Project Manager must have previous experience in the management of two or more SUE contracts, and must be available to commit sufficient time to the project.

e. The SUE provider must demonstrate the capacity to pool resources and respond to the needs of the City in a timely manner.

f. The SUE provider must have vacuum excavation or comparable non-destructive locating equipment capable of successfully completing the task, considering the soil conditions for the geographic region and/or the depth of existing utilities.

J. Mapping and Data Management

After identifying existing and future utility locations as requested by the City, the SUE Contractor shall map utility locations onto plans and/or aerial photographs as directed by the City. The SUE Contractor shall also be required to provide the Contractor and the City all information in hard copy and electronic file or Micro-station format. All electronic files provided by the SUE Contractor shall ultimately be capable of successfully being merged into the city project plan and profile and cross-section sheets. The SUE Contractor may be required to record the locations of the utilities on a City approved form that will be used for prior rights determination. If a price proposal is requested for this activity, the Contractor shall propose a unit cost per activity as outlined in the rate schedule for subsurface utility mapping services. The unit cost shall include all equipment, the operator and other support personnel for each activity.

3. Preliminary and Final Drainage Report

Prepare Preliminary and Final Drainage Reports. The drainage reports will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any of the problems.

A. Preliminary Drainage Report

Prior to performing a preliminary drainage study, the Contractor shall meet with the City's Project Manager to discuss the hydrologic analysis of existing and proposed drainage structures. The Preliminary Drainage Report shall summarize the results of the preliminary drainage analysis. The report shall include:

a. Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
b. Discussion of soil types
c. Vegetation and land use distribution
d. Curve number or rational formula "C" calculations
e. Time of concentration calculations
f. Drainage area topographic map with existing structures inventory
g. Drainage areas
h. Design (50-year) and 100-year discharges and their corresponding headwater depths. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, storm water quality enhancement and meet all floodplain management criteria.
i. Summary of the drainage field inspection results including City personnel (public and other local agencies) interview and drainage structure field inspection forms.
j. CME's required to construct the structures
k. Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis.
l. Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Scope Report and the Final Drainage Report. The Preliminary Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

Floodplain issues shall be addressed completely to assure the project follows all applicable federal, state and City of Santa Fe regulations.

B. Final Drainage Report

The Final Drainage Report is basically a refinement of the Preliminary Drainage Report. A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Final Drainage Report, the Contractor shall perform, on all major structures or channels, a hydraulic analysis using the HEC-2, HECRAS or WSPRO computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Final Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Contractor shall prepare and submit a Notice of Intent (NOI) groundwater

application, as may be required. If Section 401 and 404 applications are required, the Contractor shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation.

For urban projects, include in the Final Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one acre, the Contractor shall prepare a storm water pollution prevention plan (SWPPP). The Contractor shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMSHTD Drainage Section.

The Contractor shall use the NMDOT Drainage Design Manual, July 2018" or current revision and "National Pollutant Discharge Elimination System Handbook, January 1997" or current revision for methodologies in preparation of the Final Drainage Report.

C. Copies

The Contractor shall furnish three (3) bound hard copies and one (1) electronic copy of the Preliminary and Final Drainage Reports for City Staff review and comments.

4. Geotechnical Investigations

A. Geotechnical Services – General

The Contractor may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment.

The City may elect that the Contractor provide geotechnical services as defined below:

a. Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

i. Project location map
ii. Description of the project scope
iii. Presentation of the field investigations
iv. Descriptions of the earth materials encountered during the field investigation
v. Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)

vi. For drainage structures, the need for borings will be determined on a site by site basis.
vii. Geophysical test results.
viii. Plan and profile sheets with test holes or pits shown in plan and profile views.

b. Geotechnical Design Recommendations

Final design recommendations shall address some or all of the following:

i. Stabilization/densification of unsuitable embankment or native soils
ii. Slope stability/steepened slope design
iii. Mitigation of settlements
iv. Rock excavation and blasting requirements
v. Maximum cut slope angles in soil and rock
vi. Suitability of foundation soils or rock to support an embankment or structure
vii. Shrink and swell factors of earthwork
viii. Groundwater affecting the project/need for cut-off trenches
ix. Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

c. Geotechnical Report

The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. An electronic copy of this report shall be submitted to the City in conjunction with the Preliminary Design Plans.

B. Geotechnical Services – Structures and Foundations

The Contractor may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

The City may elect that the Contractor provide geotechnical services as defined below.

a. Retaining Walls

Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize NMDOT's approved MSE wall manufacturers.

b. Approach Embankment Analysis

Approach embankments shall be analyzed for long-term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

c. Foundation Report

The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

5. Preliminary Design Plans

The Contractor shall provide or conduct the following:

A. Preliminary Design Report

The Contractor shall prepare and print up to 12 copies of a final Phase I report, which shall include recommendations based on the work performed in the preparation of the drainage reports and the preliminary design plans. Also included in this report will be a detailed construction cost estimate by construction type, and location. The Contractor should contact the City to ascertain the required numbers of copies of the Preliminary Design Report.

B. Preliminary Field Review

The Contractor shall conduct a preliminary field review (PFR) after the location survey and mapping is complete. The PFR will be held to establish the preliminary scoping for the project.

C. Preliminary Design Plans

Provide preliminary design plans (30% completion plans) for the project to be finalized, which shall include: geometrics, traffic control plan, plan and profile sheets, and a preliminary construction cost estimate by construction type. Project plans will include: recommended horizontal and vertical alignment, typical roadway sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, and structure requirements such as bridges, retaining walls, and major drainage structures. Project plans shall be prepared to the City's standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.

D. 30% Completion Design Review

Schedule and conduct the 30% completion design review. The review shall include the preparation of the 30% completion review report. Project plan shall be prepared to the NMDOT's standards for general content and format, in CAD version compatible with or fully convertible to the City's current AutoCAD software version. The Contractor shall submit (3) three bound sets of plans (50% reduced) and (1) PDF set for the review. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

6. Right-of-Way Design

The City may require right-of-way design services. If required, a portion or all of the services listed below will be negotiated. When right-of-way design services are necessary, the Contractor will provide right-of-way surveying, mapping, title reports, appraisal, negotiation and monumentation.

A. Right-of-Way Surveying

The development of the right-of-way surveying work shall be closely coordinated with the City staff.

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, and monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

Prior to commencing right-of-way surveying, the Contractor shall meet with the City to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required. The Contractor shall then submit the workhour and fee proposal for the right-of-way surveying, right-of-way mapping and monumentation requirements to the City.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the Contractor shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. Some of these features may have been obtained during the location survey phase of the project but they may need to be appropriately tied to the right-of-way surveys and maps. Also, provide sufficient survey information on ties to existing or set monuments on the project.

The Contractor, having obtained all the necessary field data, will prepare the right-of-way survey maps and will show all pertinent survey data, existing right-of- way limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty feet of the right-of-way, etc., annotation and notes upon which future right-of-way acquisition boundaries will be electronically overlaid and computed.

B. Right-of-Way Mapping

The Contractor shall meet with the City to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

The Contractor will prepare the preliminary right-of-way maps for presentation and review at the 60% completion design review. Immediately following the review and, prior to the 90% completion design review, the Contractor shall submit three (3) final Right-of-Way Map print sets of the final Right-of-Way Map with one copy of all documents including legal descriptions and title reports to the City for first review. Ownership shall be shown on the Right-of-Way Maps exactly as listed in the title reports. These final Right-of-Way Maps shall locate all parcel takes and construction maintenance easements. Temporary construction permit locations shall also be shown on the map if they are in areas for which mapping has been developed. All temporary construction permits shall, however, be listed on the parcel block sheet of the final Right-of-Way Maps as well as shown on the plan and profile sheets. The City will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the Contractor. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Contractor as outlined above.

The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the first review are adequately addressed and communicated to the Contractor. If alignments or other major changes occur to the Right-of-Way maps presented for the first review, the City shall be notified and may result in additional time necessary for reviews by the City.

C. Title Reports

All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the NMDOT Right-of-Way Handbook, Volume II, utilizing the forms and/or formats set out therein.

Note: For work-hour estimates assume 10 title reports will be required, each a 33-year abstract.

D. Takes and Construction Maintenance Easements (CME's)

The Contractor shall provide the following:

a. A 33-year certified title search on every parcel affected in the right-of-way acquisition.

b. A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.

c. Copies of all pertinent documents described in Chain of Title (Index).

d. A five-year tax search (or computer printout) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.

e. Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.

f. Work map and index identifying each parcel abstracted.

g. Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

E. Temporary Construction Permits (TCP's)

The Contractor shall provide the following:

a. Provide current ownership.

b. Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

1. General

A. The Contractor shall:

a. Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to the City unless otherwise directed in writing by the City.

b. Deliver title reports to the City "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by the City incorporating all required corrections and clarifications, and (2) written acceptance by the City of the Contractor's work.

c. The City's acceptance or rejection of the Contractor's work product shall be given in writing. The City shall return deficient or inadequate title reports within 30 calendar days of receipt.

d. The dates for the submission of title reports shall be determined at the initial meeting between the City and Contractor.

e. All documents must be letter size, except for surveys and/or maps, which may be folded. All title reports must be bound

securely (abstract form). All title reports submitted must be prepared by a licensed and bonded Title Company.

f. Promptly correct all deficiencies and return the title reports for further review within (30) calendar days from date of return.

g. Be fully responsible for the accuracy of all work.

B. The City shall:

a. Return to the Contractor, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.

b. Hold a review of the title work for the purpose of further discussion of the type of title work required.

c. Make available to the Contractor, City records as may be available and pertinent for the purpose of the work herein described.

d. Schedule and hold a review with the Contractor and representatives of the City involved in the project as necessary.

F. Monumentation

Upon assignment of a final map date by the City, the Contractor shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final Monumentation Maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

7. Final Design Plan

A. 60% and 90% Completion Design Plans

Provide 60% & 90% design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, storm drain system identification, drainage requirements, TESCM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary construction permits, and construction maintenance easements may also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

B. 60% and 90% Completion Design Review

Schedule and conduct the 60% & 95% completion design review with appropriate City staff. The Contractor shall prepare the 60% & 95% completion review reports (or meeting minutes).

Project plans shall be prepared to the NMDOT's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Contractor shall submit (3) half-sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

The Contractor shall provide final design plans, which may include, but are not limited to, the following:

a. General Sheets
    i. Title Sheet
    ii. Vicinity Map
    iii. Project Layout Sheet
    iv. Index of Sheets
    v. Summary of Quantities
    vi. General Notes and Incidental Items
    vii. Environmental Concerns and Mitigation Measures
b. Miscellaneous Sheets
    i. Typical Sections
    ii. Miscellaneous Details
    iii. Surfacing Schedule
    iv. Structure Quantities
    v. Miscellaneous Quantities
    vi. Curb and Gutter Layouts
    vii. Metal Barrier Layouts
    viii. Erosion and Sediment Control
    ix. Seeding and Landscaping
    x. Grading
    xi. Visual/Aesthetic Details
c. Plan and Profiles Sheets
    i. Mainline
    ii. Crossroads
d. Turnout Profiles
e. Bridge/Retaining Wall/Noise Wall Plans
f. Traffic Control Plans
    i. Notes
    ii. Sequence of Construction
    iii. Sign Face Details
    iv. Traffic Control Plans
g. Signal Plans
    i. Signal Warrant Analysis for at-grade intersections
    ii. Signal Design Plans
    iii. Interconnect Plans

h. Lighting Plans
    i. Lighting Analysis
    ii. Lighting Plan
i. Permanent Signing and Striping Plans
    i. Plans
    ii. Overhead Signs
    iii. Sign Face Details
j. Drainage Plans
    i. Plan and Profile
    ii. Structure Sections
k. Earthwork Cross-Sections
l. Performance Specifications
    i. Small projects not requiring full plans

C. Final Design Package

The Contractor shall submit the completed final design plans, specifications and estimates and all related documents to the City of Santa Fe. The final design package may include the following:

a. Five (5) full-size copies of final design plans (36"x 24" or 34" x 22"); signed by the City's Public Works Director, Engineering Division Director, ADA Coordinator and Historic Preservation Division Director.
b. Five (5) half-size copies of final design plans (12"x18" or 11"x17").
c. One (1) electronic copy of the final design plans.
d. One (1) hard copy and one (1) electronic copy of the final cost estimate.
e. One (1) electronic copy and three (3) bound final sets of complete bidding documents, including wage rates and signed advertisements.
f. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings", two (2) 36" x 24" or 34" X 22" paper copy and an electronic copy on a thumb drive in AutoCAD format (version 2015 or more current).

8. Coordination

The Contractor will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (e.gs. FHWA, US Fish & Wildlife), state (e.gs. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (e.gs. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (e.gs. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Contractor including work completed by sub- contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Contractor will provide the City with all required data and draft/final draft letters of transmittal. In the event the Contractor is not successful in obtaining

formal or informal approvals, the Contractor shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to ensure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Contractor shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Contractor shall be responsible for:

a. Scheduling all design reviews.
b. Writing design review reports.
c. Writing design team meeting reports (minutes).
d. Distributing all reports, plans and documents.
e. Performing property owner interviews and documenting the interviews.
f. Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction.
g. Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

9. Public Involvement

The Contractor shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Contractor shall be responsible for following City Land Development Code, Chapter 14-3.1(F), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE III – BIDDING SERVICES

1. Environmental Investigations and Documentation

All necessary permits (e.g. NPDES, 401, 404, etc.) must be obtained prior to project bidding. Coordination and approvals with all appropriate federal, state and local agencies and

authorities will be required, as necessary. Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). The Contractor will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports, as necessary, shall be prepared in accordance with applicable guidelines and regulations.

2. Construction Bid Documents

The Contractor shall submit to the City a final design (PS&E) package associated with construction bid documents for the project, or as requested by the City, based on funding limits and available budget. The final design package shall include the following:

a. One (1) full-size set of stamped final design plans (36"x 24" or 34" x 22", signed by the City's Engineering Division Director, ADA Coordinator and Traffic Engineer).
b. Five (5) full-size copies of final design plans (36"x 24" or 34"x 22").
c. Five (5) half-size copies of final design plans (12"x 18" or 11"x17").
d. One (1) hard copy and one electronic copy of the final cost estimate.
e. Three (3) bound final sets and one (1) electronic copy of complete bidding documents, including wage rates and signed advertisements.
f. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings" two (2) 36" x 24" or 34" x 22" hard copy and on CD in AutoCAD format (version 2015 or more current).

PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)

1. Construction Engineering and Management

The City may require Construction Engineering and Management Services during construction. If required, a portion or all the services listed below will be negotiated and added by an amendment to the original contract.

The construction phase will commence with the award of the construction contract and continues until the one-year warranty inspection and report is submitted by the Contractor and approved by the City. The Contractor shall be the representative of the City during the construction phase and shall advise and consult with the City Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

The Contractor shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

a. Preconstruction meeting with the Construction Contractor, Owner, Utilities.
b. Construction Contractor Notice to Proceed.
c. Daily construction observation, oversight, inspection and daily diary entry.
d. Construction management basic services including:
    i. Review of Construction Contractor material submittals or shop drawings.

ii. General project review and response to Construction Contractor's requests for information and clarification.
iii. Verify structure drawings.
iv. Change order review and preparation.
v. Claims review, documentation, and correspondence.
vi. Provide "As-Constructed Quantities".
vii. Receive, review and approve progress payments (to be forwarded to the City).
viii. Preparation and authorization of field inspections and punch lists.
ix. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on mylar prints (36"x 24) and on CD in AutoCAD format (version 2000 or more current); and
x. Two-year warranty inspection and report

2. Public Involvement

The City may require Public Involvement Services during construction. If required, a portion or all the services listed below will be negotiated and added by an amendment to the original contract.

The Contractor shall be responsible for the implementation and cost of all public information coordination which may include, but is not limited to, providing construction updates and schedules through a project website and media (television, radio and newspaper) press releases and responding to agency and public concerns and comments. Attendance to periodic (most likely weekly) project meetings between the construction contractor, City personnel and other agencies will be required to obtain schedules and notify the public, property owners, businesses, emergency response, transit and other transportation users of road, lane or access closures, detours and other construction activities that may impact traffic. It is essential the Contractor maintain on-going communication with project construction personnel to ensure accurate dissemination of construction related activities to the public.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Design must comply with all applicable Federal, State and City policies, rules and regulations including all requirements of ADA standards and PROWAG.
2) Cost Performance Indicator (CPI) = Budgeted cost of work performed [$] / Actual cost of work performed [$]
3) Schedule Performance Indicator (SPI) = Budgeted cost of work performed [$] / Budgeted cost of work scheduled [$]
4) Engineering On-Time Delivery (OTD) = On-time delivery of the project for:
    a) NMDOT Design Milestone Plan Reviews: 30%, 60%, 90% and PS&E; and
    b) Project Production Package (submitted to NMDOT on or before June 15).
5) All necessary certifications are obtained including but not limited to: Environmental, Right-of-Way, Utility, Railroad, and ITS & SE.

2. Compensation.

A. The City shall pay to the Contractor in full payment the sum of Nine Hundred Eighty-Six Thousand, Two Hundred Twenty-Three Dollars and 61/100 cents ($986,223.61) excluding gross receipts tax for services satisfactorily performed under PHASE I (Study), PHASE II (Preliminary and Final Design), and PHASE III (Bidding Services). Compensation for PHASE IV (Construction Services) may be negotiated and added by amendment to this Agreement if required. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling Eighty-Three Thousand, Two Hundred Twelve Dollars and 62/100 cents ($83,212.62) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million, Sixty-Nine Thousand, Four Hundred Thirty-Six Dollars and 23/100 cents ($1,069,436.23). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate no later than four (4) years from the effective date unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of

new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

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

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

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

23. 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.

24. 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.

25. 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.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Javier Rosado, PE, City of Santa Fe, Engineering Division, PO Box 909, Santa Fe, NM 87504-0909, Jhrosado@santafenm.gov.

To the Contractor: Ross E. Lujan, PE, 6501 Americas Parkway, Suite 900, Albuquerque, NM 87710, Ross.lujan@aecom.com.

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
AECOM Technical Services, Inc.

Ross E. Lujan
ROSS E. LUJAN, PE

ASSOCIATE VICE PRESIDENT
TITLE

DATE: July 16, 2021
CRS# 02-450666-00-4
Registration # 229607

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK

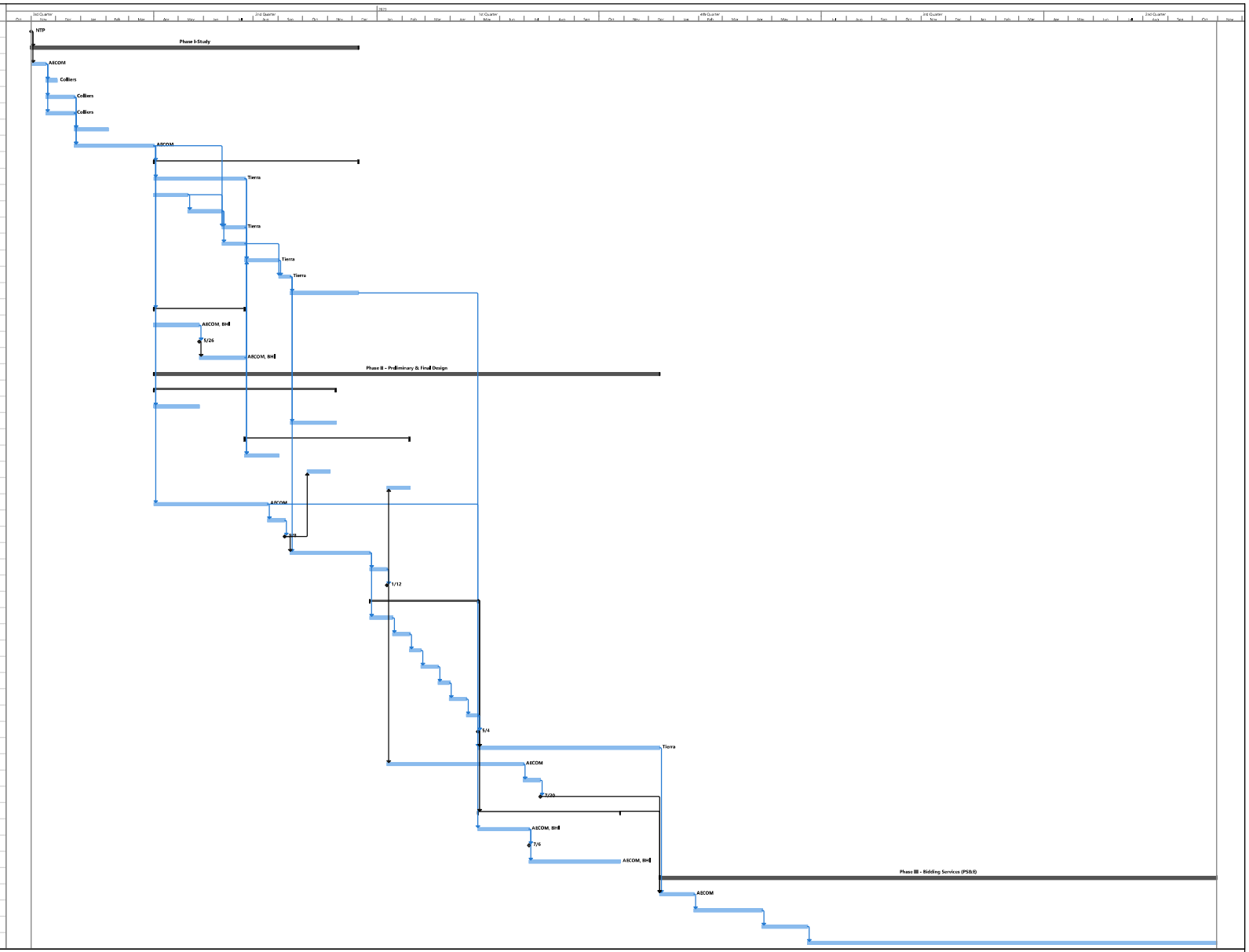
CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Jun 18, 2021 08:18 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/572960

	Task Mode	Task Name	Scheduled Duration	Start	Finish	Predecessors
1		NTP	0 days	Mon 11/1/21	Mon 11/1/21	
2		**Phase I-Study**	**289 days**	**Mon 11/1/21**	**Thu 12/8/22**	**1**
3		Project Setup, QCQA Plan, Safety Plan, Subcontracting, Kick-Off Meeting	14 days	Mon 11/1/21	Thu 11/18/21	1
4		Property Ownership Maps	2 wks	Fri 11/19/21	Thu 12/2/21	3
5		Surveying & Mapping	5 wks	Fri 11/19/21	Thu 12/23/21	3
6		Utility Designation, Location and Mapping	5 wks	Fri 11/19/21	Thu 12/23/21	3
7		Conceptual Drainage Plan	1.5 mons	Fri 12/24/21	Thu 2/3/22	5,6
8		Refinement of the Preferred Alternative (30%)	3.5 mons	Fri 12/24/21	Thu 3/31/22	5,6
9		**Environmental Investigations and Documents**	**180 days**	**Fri 4/1/22**	**Thu 12/8/22**	**8**
10		Cultural and Biological Reports	4 mons	Fri 4/1/22	Thu 7/21/22	8
11		Initial Site Assessment (Hazardous Materials)	1.5 mons	Fri 4/1/22	Thu 5/12/22	
12		NMDOT Review of ISA	1.5 mons	Fri 5/13/22	Thu 6/23/22	11
13		Draft Environmental Document	1 mon	Fri 6/24/22	Thu 7/21/22	8,11,12
14		Preliminary Site Investigation (Hazardous Materials)	1 mon	Fri 6/24/22	Thu 7/21/22	12
15		CoSF/NMDOT Review	30 days	Fri 7/22/22	Thu 9/1/22	13,10,21
16		Final Environmental Document	2 wks	Fri 9/2/22	Thu 9/15/22	15,14
17		NMDOT/FHWA Consultation	60 days	Fri 9/16/22	Thu 12/8/22	16
18		**Public Involvement**	**80 days**	**Fri 4/1/22**	**Thu 7/21/22**	**8**
19		1st Public Meeting Planning	2 mons	Fri 4/1/22	Thu 5/26/22	
20		1st Public Meeting	0 days	Thu 5/26/22	Thu 5/26/22	19
21		1st Public/Agency Comment and Coordination	2 mons	Fri 5/27/22	Thu 7/21/22	20
22		**Phase II - Preliminary & Final Design**	**445 days**	**Fri 4/1/22**	**Thu 12/14/23**	
23		**Drainage Investigations**	**160 days**	**Fri 4/1/22**	**Thu 11/10/22**	
24		Preliminary Drainage Report	2 mons	Fri 4/1/22	Thu 5/26/22	8
25		Final Drainage Report	2 mons	Fri 9/16/22	Thu 11/10/22	16
26		**Geotechnical Investigations**	**145 days**	**Fri 7/22/22**	**Thu 2/9/23**	
27		Preliminary Geotechnical Report	6 wks	Fri 7/22/22	Thu 9/1/22	10,14
28		Preliminary Foundation Report	4 wks	Fri 10/7/22	Thu 11/3/22	32FS+1 mon
29		Final Foundation Report	4 wks	Fri 1/13/23	Thu 2/9/23	35
30		30% Preliminary Design Plans	5 mons	Fri 4/1/22	Thu 8/18/22	8
31		30% City/NMDOT Review	3 wks	Fri 8/19/22	Thu 9/8/22	30
32		30% Plan Review	0 days	Thu 9/8/22	Thu 9/8/22	31
33		60% Pre-Final Design Plans	3.5 mons	Fri 9/16/22	Thu 12/22/22	32,16
34		60% City/NMDOT Review	3 wks	Fri 12/23/22	Thu 1/12/23	33
35		60% Plan Review Meeting	0 days	Thu 1/12/23	Thu 1/12/23	34
36		**Right-of-Way Design**	**95 days**	**Fri 12/23/22**	**Thu 5/4/23**	
37		Prepare ROW Maps	1 mon	Fri 12/23/22	Thu 1/19/23	33
38		NMDOT 1st Review	3 wks	Fri 1/20/23	Thu 2/9/23	37
39		Address 1st Review Comments	2 wks	Fri 2/10/23	Thu 2/23/23	38
40		NMDOT 2nd Review	3 wks	Fri 2/24/23	Thu 3/16/23	39
41		Address 2nd Review Comments	2 wks	Fri 3/17/23	Thu 3/30/23	40
42		NMDOT 3rd Review	3 wks	Fri 3/31/23	Thu 4/20/23	41
43		Address 3rd Review Comments	2 wks	Fri 4/21/23	Thu 5/4/23	42
44		Final Signed ROW Maps	0 days	Thu 5/4/23	Thu 5/4/23	43
45		Right-of-Way Appraisal & Acquisition	8 mons	Fri 5/5/23	Thu 12/14/23	36,17
46		90% Final Design Plans	6 mons	Fri 1/13/23	Thu 6/29/23	35
47		90% City/NMDOT Review	3 wks	Fri 6/30/23	Thu 7/20/23	46
48		90% Plan Review Meeting	0 days	Thu 7/20/23	Thu 7/20/23	47
49		**Public Involvement**	**125 days**	**Fri 5/5/23**	**Thu 10/26/23**	**36**
50		2nd Public Meeting Preparation	45 days	Fri 5/5/23	Thu 7/6/23	30
51		2nd Public Meeting	0 days	Thu 7/6/23	Thu 7/6/23	50
52		2nd Public/Agency Comment and Coordination	4 mons	Fri 7/7/23	Thu 10/26/23	50
53		**Phase III - Bidding Services (PS&E)**	**490 days**	**Fri 12/15/23**	**Thu 10/30/25**	
54		100% PS&E Construction Bid Documents	1.5 mons	Fri 12/15/23	Thu 1/25/24	45,48,49
55		Procurement	3 mons	Fri 1/26/24	Thu 4/18/24	54
56		Pre-Construction	2 mons	Fri 4/19/24	Thu 6/13/24	55
57		Construction Phase	18 mons	Fri 6/14/24	Thu 10/30/25	56



Project: St Michaels Underpass
Date: Thu 5/20/21

Task | Milestone | Summary | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

AECOM - MANHOUR BREAKDOWN FOR ENGINEERING SERVICES *CLIENT: CITY OF SANTA FE* *PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS* *PROJECT NUMBER: CIP PROJECT #501* *CONTROL NUMBER: S100470* *CLIENT CONTACT: ROMELLA GLORIOSO-MOSS* *TOTAL HOURS* *TASK DESCRIPTION*	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
1. Phase I - Study																		
1. Environmental Investigations and Documentation	0	0	4	0	30	0	8	70	0	170	0	8	50	0	16	0	0	356
2. Property Ownership, Location Survey and Mapping	0	4	4	0	4	0	0	0	0	8	0	0	0	0	0	0	0	20
3. Coordination	8	80	0	0	0	0	5	0	0	0	0	0	0	0	0	8	8	109
4. Public Involvement	0	24	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	48
Subtotal =	8	108	8	0	34	0	13	70	0	202	0	8	50	0	16	8	8	**533**
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps	0	4	2	0	0	0	0	0	0	4	0	0	0	0	0	0	0	10
2. Utility Designation, Location, and Mapping	0	4	2	0	4	0	2	0	0	0	0	4	0	0	0	0	0	16
3. Preliminary and Final Drainage Report	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
4. Geotechnical Investigations	0	0	4	0	0	0	0	12	0	0	0	0	0	0	0	0	0	16
5. Preliminary Design Plans	0	0	4	12	80	80	24	60	32	200	100	24	120	72	370	0	0	1178
6. Right-of-Way Design	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
7. Final Design	0	0	4	12	90	30	16	60	32	240	60	16	180	128	292	0	0	1160
8. Coordination	8	400	0	0	35	16	4	0	12	16	0	4	0	0	30	16	16	557
9. Public Involvement	0	24	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	48
Subtotal =	8	432	24	24	209	126	46	132	76	484	160	48	300	200	692	16	16	**2993**
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents	4	8	4	0	40	20	16	24	6	40	4	4	20	8	38	0	0	236
Subtotal =	4	8	4	0	40	20	16	24	6	40	4	4	20	8	38	0	0	**236**
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	**TBD**
Total Hours =	20	548	36	24	283	146	75	226	82	726	164	60	370	208	746	24	24	**3762**

AECOM - MANHOUR BREAKDOWN FOR ENGINEERING SERVICES
CLIENT: CITY OF SANTA FE
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

PROJECT MANAGEMENT TEAM HOURS

TASK DESCRIPTION	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
1. Phase I - Study																		
1. Environmental Investigations and Documentation			4															4
2. Property Ownership, Location Survey and Mapping			4															4
3. Coordination	8	80														8	8	104
4. Public Involvement																		0
Subtotal =	8	80	8	0	0	0	0	0	0	0	0	0	0	0	0	8	8	**112**
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps			2															2
2. Utility Designation, Location, and Mapping			2															2
3. Preliminary and Final Drainage Report			4															4
4. Geotechnical Investigations			4															4
5. Preliminary Design Plans			4	12														16
6. Right-of-Way Design			4															4
7. Final Design			4	12														16
8. Coordination	8	400			35					16					30	16	16	521
9. Public Involvement																		0
Subtotal =	8	400	24	24	35	0	0	0	0	16	0	0	0	0	30	16	16	**569**
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents	4	8	4															16
Subtotal =	4	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**16**
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	**TBD**
Total Hours =	20	488	36	24	35	0	0	0	0	16	0	0	0	0	30	24	24	**697**

AECOM - MANHOUR BREAKDOWN FOR ENGINEERING SERVICES
CLIENT: CITY OF SANTA FE
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

ROADWAY TEAM HOURS

TASK DESCRIPTION	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
1. Phase I - Study																		
1. Environmental Investigations and Documentation					30					170								200
2. Property Ownership, Location Survey and Mapping		4			4					8								16
3. Coordination																		0
4. Public Involvement		24								24								48
Subtotal =	0	28	0	0	34	0	0	0	0	202	0	0	0	0	0	0	0	**264**
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps		4								4								8
2. Utility Designation, Location, and Mapping		4			4													8
3. Preliminary and Final Drainage Report																		0
4. Geotechnical Investigations																		0
5. Preliminary Design Plans					80					200								280
6. Right-of-Way Design																		0
7. Final Design					90					240								330
8. Coordination																		0
9. Public Involvement		24								24								48
Subtotal =	0	32	0	0	174	0	0	0	0	468	0	0	0	0	0	0	0	**674**
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents					40					40								80
Subtotal =	0	0	0	0	40	0	0	0	0	40	0	0	0	0	0	0	0	**80**
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	**TBD**
Total Hours =	0	60	0	0	248	0	0	0	0	710	0	0	0	0	0	0	0	**1018**

AECOM - MANHOUR BREAKDOWN FOR ENGINEERING SERVICES
CLIENT: CITY OF SANTA FE
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

TRAFFIC TEAM HOURS

TASK DESCRIPTION	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
1. Phase I - Study																		
1. Environmental Investigations and Documentation																		0
2. Property Ownership, Location Survey and Mapping																		0
3. Coordination																		0
4. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps																		0
2. Utility Designation, Location, and Mapping																		0
3. Preliminary and Final Drainage Report																		0
4. Geotechnical Investigations																		0
5. Preliminary Design Plans						80					100				120			300
6. Right-of-Way Design																		0
7. Final Design						30					60				80			170
8. Coordination						16												16
9. Public Involvement																		0
Subtotal =	0	0	0	0	0	126	0	0	0	0	160	0	0	0	200	0	0	**486**
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents						20					4				4			28
Subtotal =	0	0	0	0	0	20	0	0	0	0	4	0	0	0	4	0	0	**28**
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	**TBD**
Total Hours =	0	0	0	0	0	146	0	0	0	0	164	0	0	0	204	0	0	**514**

AECOM - MANHOUR BREAKDOWN FOR ENGINEERING SERVICES
CLIENT: CITY OF SANTA FE
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

UTILITY TEAM HOURS

TASK DESCRIPTION	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
1. Phase I - Study																		
1. Environmental Investigations and Documentation							8					8			16			32
2. Property Ownership, Location Survey and Mapping																		0
3. Coordination							5											5
4. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	13	0	0	0	0	8	0	0	16	0	0	**37**
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps																		0
2. Utility Designation, Location, and Mapping							2					4						6
3. Preliminary and Final Drainage Report																		0
4. Geotechnical Investigations																		0
5. Preliminary Design Plans							24					24			48			96
6. Right-of-Way Design																		0
7. Final Design							16					16			16			48
8. Coordination							4					4						8
9. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	46	0	0	0	0	48	0	0	64	0	0	**158**
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents							16					4			8			28
Subtotal =	0	0	0	0	0	0	16	0	0	0	0	4	0	0	8	0	0	**28**
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	**TBD**
Total Hours =	0	0	0	0	0	0	75	0	0	0	0	60	0	0	88	0	0	**223**

AECOM - MANHOUR BREAKDOWN FOR ENGINEERING SERVICES
CLIENT: CITY OF SANTA FE
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

STRUCTURAL TEAM HOURS

TASK DESCRIPTION	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
1. Phase I - Study																		
1. Environmental Investigations and Documentation								70					50					120
2. Property Ownership, Location Survey and Mapping																		0
3. Coordination																		0
4. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	0	70	0	0	0	0	50	0	0	0	0	**120**
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps																		0
2. Utility Designation, Location, and Mapping																		0
3. Preliminary and Final Drainage Report																		0
4. Geotechnical Investigations								12										12
5. Preliminary Design Plans								60					120		170			350
6. Right-of-Way Design																		0
7. Final Design								60					180		160			400
8. Coordination																		0
9. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	0	132	0	0	0	0	300	0	330	0	0	**762**
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents								24					20		20			64
Subtotal =	0	0	0	0	0	0	0	24	0	0	0	0	20	0	20	0	0	**64**
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	**TBD**
Total Hours =	0	0	0	0	0	0	0	226	0	0	0	0	370	0	350	0	0	**946**

AECOM - MANHOUR BREAKDOWN FOR ENGINEERING SERVICES *CLIENT: CITY OF SANTA FE* *PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS* *PROJECT NUMBER: CIP PROJECT #501* *CONTROL NUMBER: S100470* *CLIENT CONTACT: ROMELLA GLORIOSO-MOSS* *ELECTRICAL TEAM HOURS* *TASK DESCRIPTION*	Project Principal	Project Manager / Contract Manager	Quality Manager	Constructability Engineer	Senior Roadway Engineer	Senior Traffic Engineer	Senior Utility Engineer	Senior Structural Engineer	Senior Electrical Engineer	Roadway Engineer/Designer	Traffic Engineer/Designer	Utility Engineer/Designer	Structural Engineer/Designer	Electrical Engineer/Designer	Engineer Intern/Technician	Project Controls	Project Assistant	Total AECOM Hours
1. Phase I - Study																		
1. Environmental Investigations and Documentation																		0
2. Property Ownership, Location Survey and Mapping																		0
3. Coordination																		0
4. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps																		0
2. Utility Designation, Location, and Mapping																		0
3. Preliminary and Final Drainage Report																		0
4. Geotechnical Investigations																		0
5. Preliminary Design Plans									32					72	32			136
6. Right-of-Way Design																		0
7. Final Design									32					128	36			196
8. Coordination									12									12
9. Public Involvement																		0
Subtotal =	0	0	0	0	0	0	0	0	76	0	0	0	0	200	68	0	0	**344**
Phase III - Bidding Services																		
1. Environmental Investigations and Documentation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2. Construction Bid Documents									6					8	6			20
Subtotal =	0	0	0	0	0	0	0	0	6	0	0	0	0	8	6	0	0	**20**
Phase IV - Construction Services																		
1. Construction Engineering and Management	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2. Public Involvement	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal =	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	**TBD**
Total Hours =	0	0	0	0	0	0	0	0	82	0	0	0	0	208	74	0	0	**364**

AECOM
6501 AMERICAS PARKWAY NE, SUITE 900
ALBUQUERQUE, NM 87110
PHONE: (505) 855-7500
FAX: (505) 855-7555

PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT: CITY OF SANTA FE
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

PHASE I, II, & III - ST. MICHAEL'S DRIVE - RAIL TRAIL UNDERPASS
LUMP SUM - FEE PROPOSAL

OVERHEAD = 130.700%
NEGOTIATED FEE = 12%

Work Classification	Direct Labor (Raw Rate)	Overhead	Fee @ 12%	Fully Loaded Rate	Hours	Cost
Project Principal	$102.07	$133.41	$28.26	$263.73	20	$5,274.65
Project Manager / Contract Manager	$82.80	$108.22	$22.92	$213.94	548	$117,240.19
Quality Manager	$83.82	$109.55	$23.20	$216.58	36	$7,796.79
Constructability Engineer	$80.45	$105.15	$22.27	$207.87	24	$4,988.88
Senior Roadway Engineer	$59.79	$78.15	$16.55	$154.49	283	$43,720.05
Senior Traffic Engineer	$69.91	$91.37	$19.35	$180.64	146	$26,372.89
Senior Utility Engineer	$64.11	$83.79	$17.75	$165.65	75	$12,423.75
Senior Structural Engineer	$73.15	$95.61	$20.25	$189.01	226	$42,715.78
Senior Electrical Engineer	$85.98	$112.38	$23.80	$222.16	82	$18,217.00
Roadway Engineer/Designer	$47.71	$62.36	$13.21	$123.28	726	$89,497.65
Traffic Engineer/Designer	$49.41	$64.58	$13.68	$127.67	164	$20,937.48
Utility Engineer/Designer	$38.68	$50.55	$10.71	$99.94	60	$5,996.58
Structural Engineer/Designer	$49.56	$64.77	$13.72	$128.06	370	$47,380.39
Electrical Engineer/Designer	$58.59	$76.58	$16.22	$151.39	208	$31,488.53
Engineer Intern/Technician	$32.32	$42.24	$8.95	$83.51	746	$62,298.24
Project Controls	$39.81	$52.03	$11.02	$102.86	24	$2,468.70
Project Assistant	$37.05	$48.42	$10.26	$95.73	24	$2,297.55
				AECOM Subtotal =	3762	$541,115.11

Estimated Direct Expenses		
Travel Costs (includes, per diem @ $85/day, rental car @ $85/day, and mileage @ $0.58/mile - current IRS rate)		$1,299.96
Printing and FedEx Costs		$2,918.35
	AECOM Subtotal Direct Costs =	$4,218.31
Subconsultants (Please see attached schedules)		
Bohannan Huston, Inc. (Public Otreach & Drainage)	$100,431.00	
Public Outreach		$37,835.00
Drainage		$62,596.00
Colliers Engineering & Design (Surveying, Utility Designation, Right-of-Way Mapping)	$68,350.30	
Location Surveying & Mapping		$22,227.83
Preliminary Property Ownership Maps		$3,343.75
Utility Designation, Location, and Mapping QLA		$25,095.43
Right of Way Design		$17,683.29
Terracon Consultants, Inc. (Geotechnical & Hazardous Material Investigations)	$75,594.89	
Geotechnical and Foundation Reports		$53,129.55
Initial Site Assessment for Hazardouds Materials		$5,303.38
Preliminary Site Investigation for Hazardouds Materials		$17,161.96
Tierra Right-of-Way (Environmental Investigations and Documentation)	$48,979.00	$48,979.00
Design Office (Landscape Architecture)	$38,260.00	$38,260.00
Willco Art and Design (Art)	$21,975.00	$21,975.00
	Subconsultant Total =	$353,590.19
Total Design Services		
	Phase I, II, III Total (exclusive of tax) =	$898,923.61

Total Right-of-Way Appraisal & Acquisition	
Tierra Right-of-Way (Appraisal & Acquisition) =	$87,300.00

AECOM - ESTIMATED DIRECT COSTS - TRAVEL
CLIENT: CITY OF SANTA FE
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

Direct Cost Development

Travel for Site Visits and Meetings	Days	Staff	Meetings	Miles	Unit Cost	Cost
Auto Rental @ $85 / day; **Field Visit for Detailed Inventory of Existing Conditions**; 130 miles roundtrip from/to Albuquerque		2	3		$85.00	$510.00
Mileage @ $0.58 per mile (Current IRS Rate); **Meetings with City of Santa Fe/NMDOT;** 8 miles roundtrip from AECOM Albuquerque office		3	3	130	$0.58	$678.60
Mileage @ $0.58 per mile (Current IRS Rate); **Meetings with City of Santa Fe/NMDOT;** 8 miles roundtrip from AECOM Santa Fe office		2	12	8	$0.58	$111.36
					Estimated Travel Costs =	**$1,299.96**

AECOM - ESTIMATED DIRECT COSTS - TRAVEL
CLIENT: CITY OF SANTA FE
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS
PROJECT NUMBER: CIP PROJECT #501
CONTROL NUMBER: S100470
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS

Direct Cost Development

Printing and Reproduction

	Estimate of Number of Items (per set)									
	No. of Sets	No. of Sheets	8.5"x11" @ $0.08 B/W Copy	11"x17" @ $0.25 B/W Copy	8.5"x11" @ $0.22 Color Copy	11"x17" @ $0.44 Color Copy	Cover Materials @ $0.50	Document Binding @ $2.00	FedEx	Cost Estimate
Conceputal Layouts	8	30				$105.60				$105.60
Bridge Type Selection Report	2	75			$24.75	$16.50	$2.00	$8.00		$51.25
Preliminary Design Report	12	75			$148.50	$99.00	$12.00	$48.00		$307.50
Small Meeting Plots and Handouts	20	50				$440.00				$440.00
30% Plan Submittal	10	60				$264.00				$264.00
60% Plan Submittal	10	125				$550.00				$550.00
90% Plan Submittal	10	125				$550.00				$550.00
100% Plan Submittal	10	125				$550.00				$550.00
Box via FedEx Overnight @ $12	5								$60.00	$60.00
Letter via FedEx Overnight @ $8	5								$40.00	$40.00
									Estimated Travel Costs =	**$2,918.35**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2021

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
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com
CN101348564-STND-GAUE-21-22 06 2025

CONTACT NAME: James Vogel
PHONE (A/C, No, Ext): 213-346-5098 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS: James.l.vogel@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D : SEE ACORD 101	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM Technical Services Inc.
6501 Americas Parkway NE, Ste. 900
Albuquerque, NM 87110

COVERAGES **CERTIFICATE NUMBER:** LOS-002552766-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			HDO G72486304	04/01/2021	04/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H25549211	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N / N/A		SEE ACORD 101	04/01/2021	04/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2021	04/01/2022	Per Claim/Agg Defense Included	750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: St. Michael's Drive - Rail Trail Underpass Project

The City of Santa Fe, New Mexico, their officials, officers, employees, and agents are named as additional insured for GL coverage, but only as respects work performed by or on behalf of the named insured and where required by written contract. Contractual Liability is included in the General Liability coverage.

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
Attn.: Javier Rosado, PE,
City of Santa Fe
Engineering Division
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
James L. Vogel

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AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	AECOM AECOM Technical Services Inc. 6501 Americas Parkway NE, Ste. 900 Albuquerque, NM 87110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C67806025	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C67805987	ACE American Insurance Company - NAIC # 22667	CA, MA
SCF C67806104	ACE American Insurance Company - NAIC # 22667	WI Retro

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: AECOM TECHNICAL SERVICES INC
DBA: AECOM TECHNICAL SERVICES INC

Business Location: 150 WASHINGTON AVE
SANTA FE , NM 87501

CRS Number: 02450666004

Owner: AECOM TECHNICAL SERVICES INC

License Number: 229607

License Type: Business License - Renewable

Issued Date: February 26, 2021

Classification: Business Registration - Standard

Expiration Date: February 26, 2022

Fees Paid: $35.00

AECOM TECHNICAL SERVICES INC
4840 COX RD
GLEN ALLEN, VA 23060

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AECOM TECHNICAL SERVICES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) D

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1178 PAYSPHERE CIRCLE

6 City, state, and ZIP code

CHICAGO, IL 60674

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	2	6	6	1	9	2	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ Morgan L Claridge **Date** ▶ 02/5/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: AECOM TECHNICAL SERVICES, INC.

Procurement Title: Professional Services Contract

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss	Projects Administrator	07/15/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Aug 2, 2021 17:36 MDT)	Chief Procurement Officer	Aug 2, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202868**

Contractor: **AECOM Technical Services, Inc.**

Description: **S100470/CIP 501 – St. Michael's Drive-Rail Trail Underpass Phase 1-Study, Phase 2-Preliminary and Final Design, and Phase 3 - Bidding Services.**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **Mayor's signature** Term End Date: **(after 4 years upon si**

[☑] 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:** _____

Fran Delaway (Aug 2, 2021 7:36 MDT) Aug 2, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: RFP #21/28/P Award -Contract

4. **Funding Source:** **CMAQ, HSIP, NMDOT** **Org / Object:** **3309980.572960**

Andy Hopkins (Aug 2, 2021 16:01 MDT) Aug 2, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

DATE: July 6, 2021

TO: **Fran Dunaway, Chief Procurement Officer**
City of Santa Fe

FROM: Romella Glorioso-Moss, AICP, CPPO, Procurement Manager
Public Works Department, Engineering Division, Roadway and Trails

SUBJECT: **Evaluation Committee Report, CIP Project #501 St. Michael's Drive-Rail Trail Underpass RFP #21/28/P**

In accordance with the Request for Proposals for CIP Project #501 St. Michael's Drive-Rail Trail Underpass (RFP #21/28/P) issued February 17, 2021, two (2) responses were submitted from the following Offerors: 1) AECOM Technical Services, Inc.; and 2) Wilson and Company. These two proposals were evaluated by the committee on April 23, 2021 via Zoom.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

1. Javier Rosado, PE, Engineering Division Director, Public Works Department
2. Erick Aune, AICP, SFMPO Officer, Santa Fe Metropolitan Planning Organization
3. Tom Graham, AIA, ADAC, CASp, NCARB, ADA Coordinator, Public Works Department
4. Jose Lerma, Traffic Operations Manager, Public Works Department
5. Zoe Isaacson, Project Administrator, Public Works Department

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

Section IV.B.1, Technical Specifications

Section IV.B.1.1, Organizational Information (Pass/Fail)

	AECOM	Wilson & Co.
Pass/Fail	**Pass**	**Pass**

Organizational Information

Specifications

1. Official Name of Business

2. Types of Services provided

3. Legal Form
   a. Individual, partnership, corporation joint venture, or other.
   b. Date of establishment under current name.
   c. Former names, locations, dates.
   d. Names, titles, professional registration, addresses of firm owner, partners or officers.
   e. Categories in which firm is legally qualified to do business in New Mexico.

4. Firm Size – State the current number and type of regular full-time employees in office or facility that would be performing the work for this project. How long have these employees been with the firm?

5. Facilities – Describe the office or facility that would be performing the work for this project. Describe field facilities and equipment available for use on this project. State the location of each.

Evaluation Factors

Pass/Fail only. No points assigned.

AECOM

Pass

Wilson & Co.

Pass

Section IV.B.2, Mandatory Specifications

Section IV.B.2.1, Organizational Experience (150 Total Points)

	AECOM	Wilson & Co.
Offeror Points	**141**	**135**

Organizational Experience

Specifications:

A) Offerors shall provide a detailed but brief description of relevant corporate experience with city or state government and private sector. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include their expertise and familiarity with procedural and regulatory design requirements (City of Santa Fe (CoSF), New Mexico Department of Transportation (NMDOT), Federal Highway Authority (FHWA), etc.).

B) Describe at least two project successes and failures of an engineering design project. Include how each experience improved the Offeror's services.

Evaluation Factors:

Points are awarded based upon an evaluation of the documented organizational experience, knowledge and resources that maybe employed for the project. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

AECOM

The Evaluation Committee awarded AECOM 141 points out of 150 points based on their response on pp. 13-20 of their proposal. In summary, the Evaluation Committee found AECOM's Project Manager and Team Members to have excellent qualifications to work on this project. They are well experienced with CoSF, NMDOT & Federal government rules and regulations, and have conducted similar projects in Santa Fe and gave more than two (2) project examples. The Evaluation Committee found it impressive and the discussion brief and cogent but it could have been more direct and to the point. They found AECOM's responses to subcategory 2.1.B described in the "Specifications" above particularly good. Although there was one negative comment on "lessons learned" specifically about their I-25 project, which they had serious mistakes and therefore merits more attention, the Committee's over-all impression was excellent. The projects they articulated were very relevant to this project (an underpass and a bridge). The lessons learned from similar projects were insightful, thoughtful and offer solutions to similar issues that this project may encounter. They provide a recognition of their capacity to work with a dynamic environment and deal with issues that will come up professionally.

Wilson & Co.

The Evaluation Committee awarded Wilson & Co. 135 points out of 150 points based on their response on pp. 17-25 of their proposal. The Evaluation Committee found Wilson's proposed team understand and are experienced with CoSF, NMDOT and Federal government relevant rules and regulations. They also demonstrated that they have lots of experience with tunneling and drainage. However, all the project examples given although good are all in Colorado. The concern is not technical as they have demonstrated that they are capable to design an underpass. The concern is that the State of Colorado might have different code and regulations than the State of New Mexico.

Section IV.B.2.2, Organizational Past Performance/ References (150 Total Points)

	AECOM	Wilson & Co.
Offeror Points	94	21

Organizational References

Specifications:

Offeror must provide at least three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Evaluation Factors:

Points were awarded for each reference up to 1/3 of the total points for this category. Lack of a response/reference received zero (0) points.

AECOM

The Evaluation Committee awarded AECOM 94 points out of 150 points based on their three (3) references from Kathy Crowell, Rodrigo Eichwald, PE and Nick Porrel. Although three (3) references were submitted, they were not all about the proposed Project Team or AECOM. Further, none of the references were for similar projects. The projects were relevant (bicycle & pedestrian trails) but not similar to an underpass project.

Wilson & Co.

The Evaluation Committee awarded Wilson & Co. 21 points out of 150 points based on the Offeror's one reference from Jason Stutzman. Although the reference is for an underpass project, multi-use trail, the reference is for one of their sub-consultants and not for Wilson & Co.

Section IV.B.2.2.3, Project Team Experience and Qualifications (200 Total Points)

	AECOM	Wilson & Co.
Offeror Points	**192**	**182**

Project Team Experience and Qualifications

Specifications:

Offerors must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. Present the organizational chart for the project team which must include a Project Manager. Provide the following information:

a. List the full names and functional titles of all project team members.

b. List the qualifications for each team member.

c. Describe precisely what role each person will perform.

d. Specify the percent of time each team member will be assigned to the project.

e. List similar projects in which the person has participated.

f. Attach a brief resume for each team member which for the sake of uniformity must use the following format:

i. Name and Title

ii. Specialized Professional Competence

iii. Current Responsibilities

iv. Representative Project Assignments with Firm

v. Representative Project Assignments for Other Identified Employers

vi. Professional Background and Education

Evaluation Factors:

Points were awarded based on the team members' relevance and extent of their experience, expertise and knowledge in engineering design; and of their formal education, certifications and licenses. In addition, points were also based on the amount of care and attention given to assembling the team members based on their specialized professional competence and Scope of Work.

AECOM

The Evaluation Committee awarded AECOM 192 points out of maximum score of 200 points based on their response on pp. 27-58 of their proposal. The Evaluation Committee thought that the Offeror provided all the information requested. They're able to demonstrate clearly that they have the expertise needed to do the project. The presentation was very thorough and responsive to the questions. The organizational chart looks good. However, there were two (2) concerns raised by the Evaluation Committee Members. Firstly, is the heavy dependence on sub-consultants, which could be a challenge for the Project Manager delivering the product on time/schedule. Secondly, it appears that the percentage of time allotted for each team member is quite low indicating that our project might not receive sufficient attention. Consequently, lengthening project time or quality may suffer.

Wilson & Co.

The Evaluation Committee awarded Wilson & Co. 182 points out of maximum 200 points based on the Offeror's response found on pages 29-38 of their proposal. The Evaluation Committee finds their Team with solid qualifications; the organizational chart was good. The time each staff would allot to the project is strong. However, there is no reference to their current responsibilities, which makes it difficult to substantiate time allocated for the project. Another shortcoming also is that the projects that the Prime Consultants provided are not similar to the underpass project.

Section IV.B.2.2.4, Project Plan (200 Total Points)

	AECOM	Wilson & Co.
Offeror Points	**186**	**155**

Project Plan

Specifications:

a. Describe your proposed design approach for addressing typical issues of pedestrian underpass construction such as: 1) personal safety issues both perceived/real; and 2) maintenance issues such as graffiti. Explain why do you think your proposed approach offers the greatest chance of success?

b. Describe your proposed approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

c. Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.

d. Include a milestone chart (e.g. Microsoft Project, Primavera, Critical Path or Gantt chart) showing tasks to be performed, proposed staff member designated for the completion of each task, and the time frame for completing each task (e.g. design phases, public meetings, design reviews, certification for environmental, ROW, utility, etc.)

Evaluation Factors:

Points were awarded based on the Offeror's thorough understanding of the Scope of Work; the clarity, creativity and reasonableness of the proposed design; the method for managing sub-consultants and Client's needs; and the quality of the milestone chart such as is it clear, logical, specific, detailed and attainable?

AECOM

The Evaluation Committee awarded AECOM 186 points out of 200 maximum points based on their response on pp. 59-75 of their proposal. The Evaluation Committee thought that they were very organized. The roles and responsibilities of each team member were clearly defined. The project plan was well articulated and clearly explained; what they intended to do and how they intend to do it. The plan is specific enough although some aspects of it such as the discussion on Quality Control was vague or too general. Another aspect of the project plan that is a concern to Evaluation Committee is the discussion of the project milestones, which they find weak. In addition, the time allotted to each activity or project milestones seem inadequate.

The Offeror's discussion on safety, maintenance and graffiti issues were fully addressed. Their experience designing and building the Acequia Trail Underpass came through quite clearly. For example, they seem to address in this proposal the maintenance issues we are currently experiencing with the Acequia Trail Underpass.

The Conceptual Design/Modeling looks quite attractive. However, more careful thought or consideration should have been given to the grading, drainage, culvert, etc. The Offeror seems to have a high level of certainty in their conceptual design while we all know that they could run into some issues such as ROW and drainage that they did not anticipate and therefore not prepared for. Also, there appears a mismatch between the discussion of issues (personal safety, maintenance, graffiti, etc.) and rendering of conceptual design. The discussion, which is very clear did not show up in the conceptual design.

Wilson & Co.

The Evaluation Committee awarded Wilson and Co. 155 points out of 200 points based on the Offeror's response on pp. 39-51 of their project proposal. Overall, the Evaluation Committee thought that the Project Plan presented was okay. It showed a good understanding on cost control. However, it could have been better if: 1) they addressed in detail the underpass issues of safety, graffiti, etc.; and 2) created a project plan specifically for this proposal. Consequently, it appeared that a boilerplate approach would be used on designing this project. It's more of *"what we have done before and this is the boiler plate how are we going to design this project"*. Hence, it came across as sterile. It would not be a specific design for a specific project.

Public engagement is another weakness since they will have only one public meeting at the beginning of the project. For a project like this, it would be good to reach out to the public throughout the process.

Section IV.B.3, Desirable Specifications

Section IV.B.3.1, Demonstrated Experience with Underpass Engineering Design Projects (150 Total Points)

	AECOM	Wilson & Co.
Offeror Points	**150**	**116**

Specifications:

Describe your past experience in designing an attractive, practical and safe pedestrian underpass. Describe the approach you used for addressing typical underpass design issues such as 1) personal safety; 2) maintenance, especially addressing graffiti; and 3) amenity (dark and uninviting). Is this the same design you are proposing for this project? Why or why not? You may provide photographs of your previous underpass project(s) or any publications about your project.

Evaluation Factors:

Points were awarded based on creativity and practicality of the design of the project especially addressing underpass issues of public safety, maintenance, especially graffiti, and amenities/attractiveness. Additionally, the Committee may base their scoring on the photographs or publications the Offeror submitted.

AECOM

The Evaluation Committee awarded AECOM a perfect score 150 points based on the Offeror's response found on page 76 of their proposal. The Evaluation Committee's score was based on the past experience of the Project Manager. Without him, the Project Team does not really have much experience in designing an underpass project. The Project Manager's experience based on his Acequia Trail Underpass project was very relevant and critical.

The Evaluation Committee finds their response very thorough; addressing all typical underpass issues of public safety, maintenance, especially graffiti, and amenities/attractiveness. The design key element of direct line of view was found strategic for addressing these important issues.

They clearly demonstrated they have the technological knowledge for addressing safety issues including mentioning the use of a CCTV. They also demonstrated that they have given careful consideration of factors other than technology. For e.g. they thought of not using the word "tunneling" but rather "open underpass" showing clear understanding of some of the nuances of implementing a project like this in Santa Fe.

Wilson and Co.

The Evaluation Committee awarded Wilson and Co. 116 points out of 150 points based on the Offeror's response on pp. 52-53 of their proposal. The Evaluation Committee thought that the Offeror demonstrated they have technical skills (engineering, structural, etc.) to design the project and they have good working relationships with all the agencies that would be involved in this project. However, the Committee thought that the Offeror's response was again based on a boiler plate approach - all broad strokes. The projects presented, although engineered well, were uninspiring and do not fit Santa Fe. No thought was given to the uniqueness of this project; uniqueness of Santa Fe and what our community members would be looking for in a project like this.

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	AECOM	Wilson & Co.
Pass/Fail	Pass	Pass

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E of the RFP. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.31 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

AECOM
Pass

Wilson & Co.
Pass

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	AECOM	Wilson & Co.
Pass/Fail	Pass	Pass

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

AECOM
Pass

Wilson & Co.
Pass

Section IV.C.3, Non-Collusion Affidavit Form (Pass/Fail)

	AECOM	Wilson & Co.
Pass/Fail	Pass	Pass

Specifications:

The Offeror must complete an unaltered Non-Collusion Affidavit Form and submit a signed copy with the Offeror's proposal. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

AECOM
Pass

Wilson & Co.
Pass

Section IV.C.4, Conflict of Interest Statement for Consulting Firms (Pass/Fail)

	AECOM	Wilson & Co.
Pass/Fail	Pass	Pass

Specifications:

The Offeror must complete an unaltered Conflict of Interest Statement for Consulting Firms and submit a signed copy with the Offeror's proposal. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

AECOM
Pass

Wilson & Co.
Pass

Section IV.C.5, Oral Presentation (150 Total Points)

	AECOM	Wilson & Co.
Offeror Points	150	150

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Public Works Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Public Works will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

Both **AECOM** and **Wilson & Co.** received 150 points because no oral presentations were held.

RFP CIP Project #501: St. Michael's Drive - Rail Trail Underpass Project
RFP # 21/28/P

Evaluation Summary

	AECOM	Wilson & Co.
Section IV.B.1. Technical Specifications Organizational Information (Pass/Fail)	Pass	Pass
Section IV.B.2.1. Technical Specifications Mandatory Specification Organizational Experience (150 Points)	141	135
Section IV.B.2.2. Technical Specifications Mandatory Specification Organizational Past Performance/References (150 Points)	94	21
Section IV.B.2.3. Technical Specifications Mandatory Specification Project Team Experience and Qualifications (200 Points)	192	182
Section IV.B.2.4. Technical Specifications Mandatory Specification Project Plan (200 Points)	186	155
Section IV.B.3.1. Technical Specifications Desirable Specification (150 Points)	150	116
Section IV.C.1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass	Pass
Section IV.C.2. Business Specifications Signed Campaign Contribution Disclosure Form (Pass/Fail)	Pass	Pass
Section IV.C.3. Business Specifications Signed Non-Collusion Affidavit Form (Pass/Fail)	Pass	Pass
Section IV.C.4. Business Specifications Signed Conflict of Interest Statement (Pass/Fail)	Pass	Pass
Section IV.C.5. Business Specifications Oral Presentation	150	150
TOTAL POINTS AWARDED	**913**	**759**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding the professional services contract to perform the scope of work as outlined in the RFP CIP Project #501: St. Michael's Drive - Rail Trail Underpass Project, RFP #21/28/P to the proposal receiving the highest score along the natural point-break; AECOM; subject to agreement between the Public Works Department and AECOM. Awarding the professional services contract to AECOM is in the best interest and is most advantageous to the New Mexico Department of Transportation, City of Santa Fe, and Public Works Department clients.

Committee Signature Approval

07/07/2021

Javier Rosado, PE — Date
Public Works – Engineering Division Director
Evaluation Committee Member

Erick Aune — 07/07/21

Erick Aune, AICP — Date
Santa Fe Metropolitan Planning Organization Officer
Evaluation Committee Member

7/7/2021

Tom Graham, AIA, ADAC, CASp, NCARB — Date
Public Works – ADA Coordinator
Evaluation Committee Member

7/7/2021

José Lerma III — Date
Public Works – Traffic Operations Manager
Evaluation Committee Member

Zoe Isaacson — 07/07/2021

Zoe Isaacson — Date
Public Works – Project Administrator
Evaluation Committee Member

Romella Glorioso-Moss — 07/06/2021

Romella Glorioso-Moss, PhD, AICP, CPPO — Date
Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway — 7/14/2021

Fran Dunaway — Date
Chief Procurement Officer
City of Santa Fe

GB PW - AECOME Technical Services (St. Michael's Drive - Rail Trail Underpass)

Final Audit Report 2021-07-22

Created:	2021-07-22
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWA9Hyvk5NBm0QI975uvYrIkopdKDU2cn

"GB PW - AECOME Technical Services (St. Michael's Drive - Rail Trail Underpass)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-22 - 2:41:50 PM GMT- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2021-07-22 - 2:44:22 PM GMT

Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2021-07-22 - 2:45:16 PM GMT- IP address: 104.47.65.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-07-22 - 2:46:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-07-22 - 2:46:29 PM GMT

POWERED BY Adobe Sign

City of Santa Fe, New Mexico

MEMO

Date: August 11, 2021

To: Governing Body

Via: _____
Regina Wheeler, Public Works Department Director

From: Thomas Martinez, Acting Streets Division Director

Item & Action

Request approval of Budget Adjustment Request (BAR) in the amount of $750,000 to purchase a plow and sweeper to maintain Cerrillos Road, St Michael's Drive and Old Pecos Trail for which the city assumed maintenance responsibilities in August 2021 (Thomas Martinez, Acting Streets Division Director, tamartinez@santafenm.gov, 955- 2006)

Background & Summary

On May 26, 2021 Governing Body approved a road transfer agreement with New Mexico Department of Transportation (NMDOT), pursuant to a road transfer agreement between the City and NMDOT dated December 21, 1989, to transfer road maintenance responsibilities for segments of Cerrillos Road, St Michael's Drive and Old Pecos Trail.

The four road sections transferred to the City in that agreement were the following:
1 - Cerrillos Road from Beckner Road to St. Michaels Drive- 3.913 miles
2 - St. Michaels Drive from Cerrillos Road to St. Francis Drive - 1.300 miles
3 - St. Michaels Drive from St. Francis to Old Pecos Trail - 1.250 miles
4 - Old Pecos Trail from St. Michaels Drive to Rodeo Road - 1.200 miles

This transfer increases the City's Priority 1 road maintenance responsibilities by 50%. The Street Division received funding for 4 additional equipment operators to maintain these additional priority 1 segments and this BAR will provide the equipment for that crew. The equipment required and to be purchased with this funding is a new sweeper and a dump truck with a plow and a spreader. It is critical to fund this equipment now since the lead time to equipment delivery is at least 6 months. Funding is from recently reported FY21 GRT revenue that exceeds expenditures.

Committee Review:
Public Works and Utilities Committee: 08/05/2021
Governing Body: 08/11/2021

Attachments:
BAR

City of Santa Fe, New Mexico
Memorandum

DATE: **July 21, 2021**

TO: **Quality of Life Committee, Public Works and Utilities Committee, Governing Body**

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

FROM: **Zoe Isaacson, River and Watershed Project Administrator** ZRI
Caryn Grosse, Facilities Project Administrator Sr cg

ITEM AND ACTION:
Approval of Two (2) Easement Agreements Between Santa Fe County and the City of Santa Fe; for Permanent Trail, Open Space and Flood Control Easement within a Portion of Richards Avenue Extension Right-of-Way and for Photovoltaic Facilities for Buckman Booster Station #4; Zoe Isaacson, zrisaacson@santafenm.gov, 505-955-6853, and Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938

BACKGROUND AND SUMMARY:

Permanent Trail, Open Space and Flood Control Easement:
Santa Fe County requests an easement for 1.51 acres of undeveloped City property to construct an access location to the next segment of the Santa Fe River Trail from Siler Road to San Ysidro Crossing. The subject property is a portion of the City's proposed 1980's Richards Avenue extension (Warranty Deed recorded in Misc. Book 653, page 557, records of Santa Fe County).

This memo is a request to enter into a City/County Permanent Trail, Open Space and Flood Control Easement Agreement, that would allow County use of the Richards Ave. right-of-way for the purpose of constructing and maintaining an access to the Santa Fe River Greenway, similar to the License for Access and Use agreement signed in 2014 for use of the Camino Rael right-of-way (Exhibit E). Relevant City departments have confirmed that the City has no current plans for development and the easement does not conflict with existing infrastructure. There is also a provision within the agreement which allows the City to change course and utilize the land if desired.

The proposed easement will be utilized as an access trail to the Santa Fe River Greenway which, when completed, will extend from Patrick Smith Park on E. Alameda to the Waste Water Treatment Plant on Paseo Rael. Outfitting the trail system with multiple points of access enhances opportunities for equitable use of the Greenway, increases city-wide connectivity and provides an off-street transportation option for bicyclists and pedestrians regardless of where they are located.

Buckman Booster Station #4 Easement Agreement for Photovoltaic Facilities:
The City of Santa Fe requested an easement for 0.67 acres of Santa Fe County property across the street from Buckman Booster Station #4, as shown in Exhibit I, for the purpose of installing a photovoltaic array at Buckman Booster Station #4 (BS4). The City of Santa Fe owns and operations BS#4 as part of the Buckman Well Field. The County has an agreement with the City to purchase water from this well field.

The investment-grade energy audit (IGA) associated with the City's Guaranteed Energy Savings Performance Contract recommended installation of a 396 kW solar photovoltaic array at BS4 to offset 60%

of the historic energy usage for this facility. Under the terms of this easement agreement, a portion of the array will be installed on City owned land and the remainder on 0.67 acre of County owned land.

This project benefits Santa Fe County meet its goals and services to residents and aligns with a number of the principles in the 2015 Sustainable Growth Management Plan, including:

- Promoting energy conservation, efficiency and renewable energy applications
- Reducing energy costs to move and treat water within the City water system
- Reducing carbon and greenhouse gas emissions associated with the production of that energy by using renewable energy sources
- Supporting green industries related to energy and water conservation technologies and investing in regional and small scale renewable energy infrastructure
- Contributing toward Santa Fe County's "We Are Still In" Pledge with the stated goal to cut carbon emissions in half by 2030
- And encouraging residents, businesses, and local governments within Santa Fe County to reduce their environmental impacts.

The term of the Buckman Booster Station #4 Easement Agreement is for 40 years, or as long as the PV facilities are operational, whichever is shorter. The City of Santa Fe will be responsible for installing and maintaining the array at this site for the duration of the agreement.

SCHEDULE:

Buckman Booster Station #4 Easement Agreement is scheduled for review by the Board of County Commissioners on August 10, 2021. The schedule for both of these agreements to be reviewed by the City of Santa Fe is as follows:

Public Works Committee – August 9, 2021
Governing Body – August 11, 2021

EXHIBITS:

A – Draft of Permanent Trail, Open Space and Flood Control Easement;
B – Request by Scott Kaseman on behalf of Santa Fe County;
C – Deed to the City of Santa Fe recorded in Book 653, page 557
D – Outline of Santa Fe River Greenway Project
E – 2014 License for Access and Use Agreement
F – GIS Map of Easement location
G – Buckman Booster Station #4 Easement Agreement
H – Buckman Booster Easement Tract A Las Campanas
I- Buckman Booster Station #4 Photovoltaic Site Plan

PERMANENT TRAIL, OPEN SPACE and FLOOD CONTROL EASEMENT

THIS EASEMENT made this ____ day of _____, 2019, by and between the **CITY OF SANTA FE, a NEW MEXICO MUNICIPAL CORPORATION**, with a principle address of 200 Lincoln Ave., Santa Fe, New Mexico 87501 (hereinafter "Grantor") and **THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY, a political subdivision of the State of New Mexico** (hereinafter "Grantee"), 102 Grant Avenue, Santa Fe, New Mexico 87504.

WITNESSETH, that the Grantor, for no consideration paid, which is hereby acknowledged, does hereby grant and convey to the Grantee, a perpetual non-exclusive easement ("Easement") to construct, use, maintain, and do all other things necessary for the construction, use and maintenance of flood control structures, open space, utilities, bicycle and pedestrian trail in, on, through, over, under, and across, and including rights for ingress and egress to and from the Easement over Grantor's adjoining lands. The Easement lies upon the following described parcel of real property:

SEE EXHIBITS "A" and "B"

Grantor covenants that it is the owner of the above-described parcel of real property, and that said real property is free and clear of encumbrances and liens.

The purpose of the Easement is also to provide access in connection with the restoration of the Santa Fe River, including construction activities, grading, channel and bank stabilization, and maintenance (collectively referred to as "Flood Control") and all other things necessary for Flood Control.

It is understood and agreed by Grantor and Grantee that the grant of this Easement shall not adversely affect Grantor's future rights to utilize or develop the Grantor's property for its intended purpose of road construction, utility and drainage purposes. Grantee shall not convey any interest in the real property within the Easement without the prior written consent of the Grantor.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. This Agreement is subject to the immunities and liabilities of the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1, et seq.

IN WITNESS WHEREOF the Grantor has hereunto set its hand and seal on the day and year first above written.

GRANTOR - CITY OF SANTA FE

_____ _____

ALAN WEBBER, MAYOR Date

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK Date

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY 10/4/19 Date

APPROVED:

MARY MCCOY, FINANCE DIRECTOR Date

Munis 2122800

ACCEPTED AND APPROVED:

GRANTEE - SANTA FE COUNTY

Anna T. Hamilton, Chair Date
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar Date
Santa Fe County Clerk

Approved as to form:

Rachel A. Brown Date
Interim Santa Fe County Attorney

EXHIBIT "A"

PARCEL B-8 DESCRIPTION

ALL THAT PORTION OF THE RICHARDS AVENUE RIGHT OF WAY, SHOWN ON ROW MAP NM PROJECT #M-4811(2) AND PARCEL 5-3 NRW WITHIN SECTION 32, TOWNSHIP 17 NORTH, RANGE 9 EAST, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO,

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LIMIT OF SAID RIGHT OF WAY, SAID POINT BEING THE MOST WESTERLY CORNER OF TRACT TWO AS SHOWN ON A PLAT RECORDED IN BOOK 218 ON PAGE 016 IN THE OFFICE OF THE SANTA FE COUNTY CLERK,

THENCE S21°50'27"E, 526.42 FEET;
THENCE S88°21'31"E, 47.68 FEET;
THENCE S21°42'46"E, 7.51 FEET;
THENCE S68°15'10"W, 184.92 FEET;
THENCE COUNTERCLOCKWISE 64.64 FEET ON A CURVE HAVING A RADIUS OF 40.98 FEET AND A CHORD OF N23°18'59"E, 58.15 FEET;
THENCE N21°51'57"W, 507.55 FEET;
THENCE N21°52'40"W, 81.81 FEET;
THENCE N52°42'50"E, 111.60 FEET;
THENCE S11°11'22"E, 42.66 FEET;
THENCE S21°52'00"E, 65.55 FEET;
THENCE N65°58'40"E, 0.53 FEET;

MORE OR LESS TO THE POINT OF COMMENCEMENT, CONTAINING 1.51 ACRES, MORE OR LESS, AS SHOWN MORE COMPLETELY ON EXHIBIT B, ATTACHED HERETO.

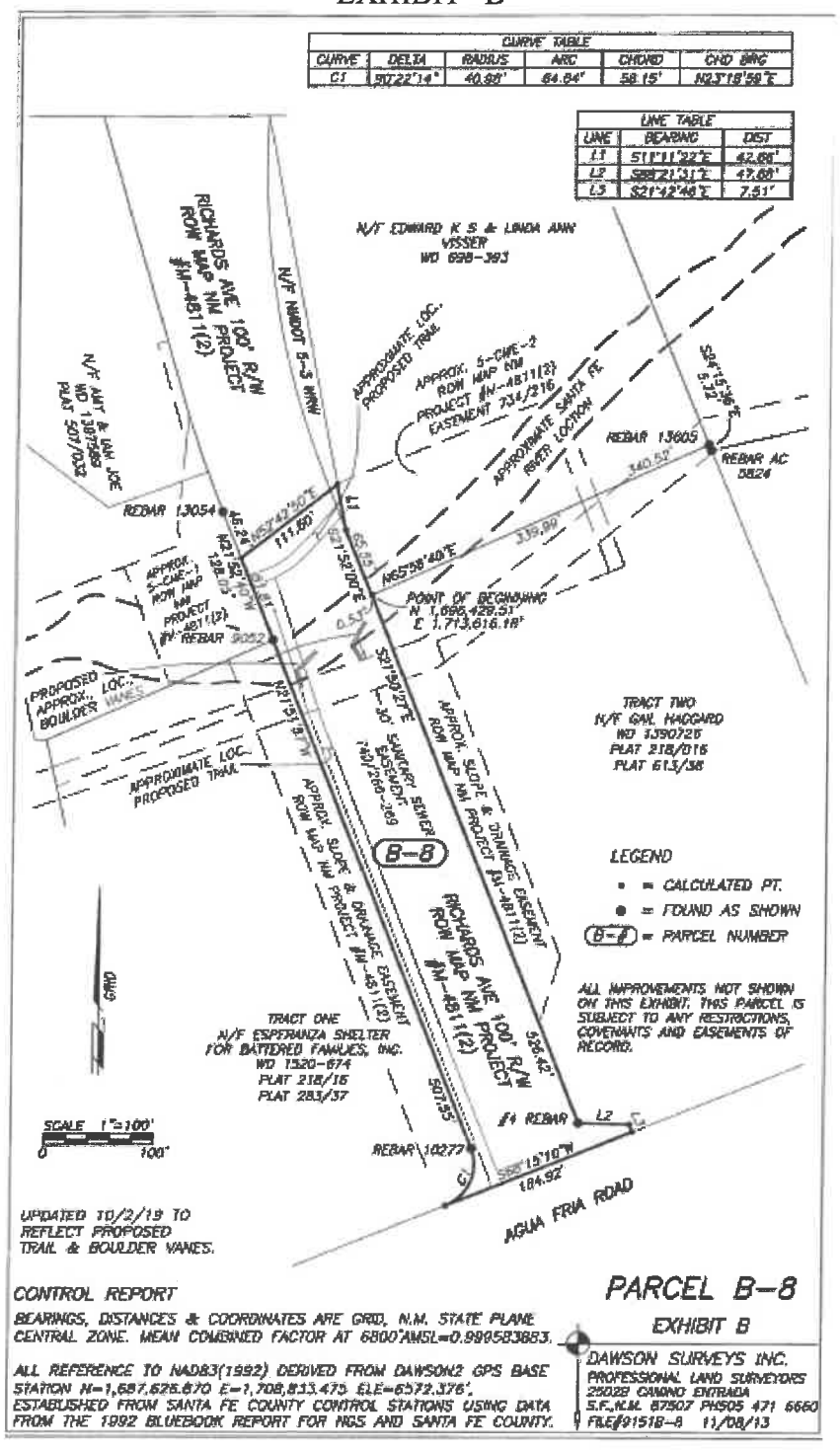
DIEGO J. SISNEROS, N.M.P.L.S. 13986



10/2/2019

EXHIBIT A

EXHIBIT "B"


CURVE TABLE
CURVE | DELTA | RADIUS | ARC | CHORD | CHD BRG
C1 | 90°22'14" | 40.92' | 64.84' | 58.15' | N23°18'59"E
LINE TABLE
LINE | BEARING | DIST
L1 | S11°11'22"E | 42.66'
L2 | S88°21'31"E | 47.61'
L3 | S21°42'46"E | 7.51'
N/F EDWARD K S & LINDA ANN VISSER WD 698-393
RICHARDS AVE 100' R/W ROW MAP NM PROJECT #M-4811(2)
N/F NMDOT S-3 MRW
N/F AMY & IAN JOE WD 1307589 PLAT 507/032
APPROXIMATE LOC. PROPOSED TRAIL
APPROX. S-CURVE-2 ROW MAP NM PROJECT #M-4811(2) EASEMENT 734/216
APPROXIMATE SANTA FE RIVER LOCATION
REBAR 1.3605
REBAR AC 5824
340.52'
339.99'
REBAR 1.3054
N65°42'30"E 111.80'
N21°52'10"W 128.73'
N65°58'40"E
POINT OF BEGINNING N 1,695,429.51' E 1,713,616.18'
APPROX. S-CURVE-1 ROW MAP NM PROJECT #M-4811(2)
REBAR 3052
PROPOSED APPROX. LOC. BOULDER VANES
APPROXIMATE LOC. PROPOSED TRAIL
S21°50'27"E
30' SANITARY SEWER EASEMENT 740/268-269
APPROX. SLOPE & DRAINAGE EASEMENT ROW MAP NM PROJECT #M-4811(2)
B-8
RICHARDS AVE 100' R/W ROW MAP NM PROJECT #M-4811(2)
TRACT TWO N/F GAIL HAGGARD WD 1390726 PLAT 218/016 PLAT 61.5/38
LEGEND
• = CALCULATED PT.
● = FOUND AS SHOWN
(B-#) = PARCEL NUMBER
ALL IMPROVEMENTS NOT SHOWN ON THIS EXHIBIT. THIS PARCEL IS SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.
GRAPHIC SCALE
TRACT ONE N/F ESPERANZA SHELTER FOR BATTERED FAMILIES, INC. WD 1520-674 PLAT 218/16 PLAT 283/37
526.42'
507.55'
#4 REBAR
L2
C1
REBAR \10277
S88°15'16"W 184.92'
AGUA FRIA ROAD
SCALE 1"=100'
0 100'
UPDATED 10/2/13 TO REFLECT PROPOSED TRAIL & BOULDER VANES.
CONTROL REPORT
BEARINGS, DISTANCES & COORDINATES ARE GRID, N.M. STATE PLANE CENTRAL ZONE. MEAN COMBINED FACTOR AT 6800'AMSL=0.999583883.
ALL REFERENCE TO NAD83(1992) DERIVED FROM DAWSON2 GPS BASE STATION N=1,687,626.670 E=1,708,813.475 ELE=6572.376', ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA FROM THE 1992 BLUEBOOK REPORT FOR NGS AND SANTA FE COUNTY.
PARCEL B-8
EXHIBIT B
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
25029 CAMINO ENTRADA
S.F., N.M. 87507 PH505 471 6660
FILE#9151B-8 11/08/13

From: Scott Kaseman <skaseman@santafecountynm.gov>
Sent: Tuesday, July 16, 2019 5:05 PM
To: MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>
Subject: Easement across Richards Ave ROW

Hi Melissa,

Attached is a draft copy of a Permanent Trail, Open Space and Flood Control Easement over that portion of the City-owned, Richards Avenue Right of Way property that is required by the County to construct the next section of the Santa Fe River Greenway from Siler Road to San Ysidro Crossing. Will you please direct me to the appropriate person to begin a conversation with regarding City approval. An easement was recommended by our Legal department and the attached is what the County used with private landowners. We are open to any suggestions; I would just like to start the dialogue.

Thank You Very Much,

Scott Kaseman

Project Manager
Santa Fe County
Public Works / Projects Division

P.O. Box 276
Santa Fe, NM 87504-0276

Office- 505-992-9887
Fax- 505-992-9869

skaseman@santafecountynm.gov

Form A-158
Rev. 1/88

NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

65355

WARRANTY DEED

Oren Bewley and Jeanie H. Bewley, his wife, for consideration paid, grants to the CITY OF SANTA FE, P.O. BOX 909, SANTA FE, NEW MEXICO, 87501-0909, the following described real estate in SANTA FE County, New Mexico.

(5-1) A certain tract of land situate within the Bewley Parcel in Lot 5, Section 32, T 17 N, R 9 E, N.M.P.M., City of Santa Fe, County of Santa Fe, State of New Mexico, being a portion of the Henry Lynch Tract of the PLAT SHOWING SURVEY OF PROPERTY FOR ESTER AND JOHN LYNCH, as the same is shown and designated on the plat filed in the Office of the County Clerk of Santa Fe County, New Mexico on November 25, 1968 in Volume 18, Folio 30 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows, to wit:

BEGINNING at the northeast corner of the tract herein described, being a point on the northerly boundary line of the above mentioned Bewley Parcel and also being a point on the easterly right-of-way line of N.M.P. M-4811(2) County of Santa Fe, State of New Mexico whence the northeast corner of said Bewley Parcel bears N.65°43'26"E. a distance of 340.97 feet; being also a point 53.00 feet to the right of and opposite construction centerline P.O.T. 58+98.40 of said N.M.P. M-4811(2) and whence the City of Santa Fe Survey Monument "Mud 2" a brass cap set in concrete (New Mexico State Plane Grid Coordinates for Central Zone X=568,972.50, Y=1,697,300.45) bears N77°57'25"W a distance of 4503.15 feet; thence S.21°52'00"E. along the said easterly right-of-way line of N.M.P. M-4811(2) a distance of 518.56 feet to a point; thence S.88°23'45"E. a distance of 47.72 feet to a point; thence S.21°29'47"E. a distance of 7.51 feet to a point on the southerly boundary line of said Bewley Parcel, said point also being the southeast corner of the tract herein described and Point on the Present (1988) northerly right-of-way line of AGUA FRIA ROAD, County of Santa Fe, State of New Mexico; thence leaving said easterly right-of-way line of N.M.P. M-4811(2) S.68°30'13"W. a distance of 184.99 feet along the southerly boundary line of said Bewley Parcel and Point on the said Present (1988) northerly right-of-way line of AGUA FRIA ROAD to a point on curve on the westerly right-of-way line of N.M.P. M-4811(2), said point also being the southwest corner of the tract herein described; thence northeasterly along the westerly right-of-way line OF N.M.P. M-4811(2) on a 139°44'45" curve (radius = 41.00 feet, chord = N.23°19'06"E. a distance of 58.17 feet) thru an arc of 90°22'13" to the left a distance of 64.67 feet to a point of tangency; thence N.21°52'00"W. along the said westerly right-of-way line of N.M.P. M-4811(2) a distance of 498.68 feet to a point on the northerly boundary line of said Bewley Parcel, said point also being the northwest corner of the tract herein described; thence leaving said westerly right-of-way line of N.M.P. M-4811(2) N.65°43'26"E. a distance of 100.09 feet along the northerly boundary line of said Bewley Parcel to the point and place of beginning.

Containing 1.270 acres, more or less.

(SEE REVERSE SIDE)

Backside
Form A-158

653550

683582
COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO
Witness my Hand and Seal of Office
Jona G Armijo
County Clerk, Santa Fe County, N.M.

I hereby certify that this instrument was filed to record on the 19 day of July A.D. 89 at 3:57 o'clock P m and was duly recorded in book 623 page 557-558 of the records of Santa Fe County

Deputy

with warranty covenants.

WITNESS our hand(s) and seal(s) this 2nd day of June, 1989.

STATE OF NEW MEXICO)
)SS
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me the day of June, 1989 by Ione H. Bewley and Oren R. Bewley

Notary Public

My Commission Expires: July 15, 1990

(Note: The foregoing instrument should be executed by husband and wife in each instance where the grantors are married.)

Santa Fe River Greenway
April 1, 2015

1) Background

The Santa Fe River Greenway project is a joint effort between Santa Fe County and the City of Santa Fe to construct approximately 15 miles of continuous greenway of public parks and trails from downtown Santa Fe to the Wastewater Treatment Plant west of NM 599. When completed the County's portion of the River Greenway will run from Frenchy's Field to the Wastewater Treatment Plant west of NM 599, approximately eight miles.

The idea of restoring the River to a more natural state and creating a Greenway was initiated by the public and City leadership in the early-1980s after a proposal to channelize the River for flood control was presented to the community. Members of the public and the City Council opposed the plan because the proposed measures were too drastic and insensitive to the natural character and history of the River.

The Greenway will revive the traditional use of the corridor as a transportation route and focus community members and visitors on the historical role of the Santa Fe River in connecting communities along the Camino Real de Tierra Adentro. Santa Fe County plans to construct a multi-use trail along the River, which will provide both recreational opportunities and an alternative transportation route. As part of the Greenway project, Santa Fe County is also restoring the River using natural materials and native plants to stabilize the channel and enhance the riparian habitat. River restoration focuses on recreating meanders in the River channel, stabilizing the River bed and banks, removing non-native vegetation, trash and debris, and planting native cottonwood trees, willows, shrubs and grasses.

The conceptual plans for all trail segments and River reconstruction was completed in 2014. The plans contain the composite survey identifying all required properties, the new river channel and trail alignment. Final design and construction will depend on the success of future bond measures, but the County hopes to complete construction to the Wastewater Treatment Plant by 2021.

The project is being run by the Santa Fe County Projects Division, with direction from the Board of County Commissioners and the County Manager. The County contracted with Tierra Right of Ways to provide acquisition services including title and closing, appraisal and appraisal review, ESA Phase I, Right of Entries, negotiations and condemnation as necessary. The acquisition process follows the guidelines set forth in the Federal Highways Administration Federal Register.

Major issues between the City and County that need resolution are:

- The adoption of an MOA allowing the County to purchase property within City limits. (Signed by the City on December 7, 2015. Scheduled for January 12, 2016 BCC)
- Determining maintenance responsibility for areas within the City limits. (Addressed in current MOA)

- The granting of an easement by the City to the County within the Richards Avenue Right of Way needed to construct the project.

2) Mission statement

To work cooperatively with the City and partners to restore the Santa Fe River to a more natural and healthy River from Two-Mile Reservoir to the Wastewater Treatment Plant and construct a continuous, safe and well connected greenway of trails and parks that promote outdoor recreation, alternative transportation, economic revitalization and a focal point for the community that embodies both our cultural and natural heritage.

3) Assessment of Current Conditions

a) Frenchy's to Siler

Status

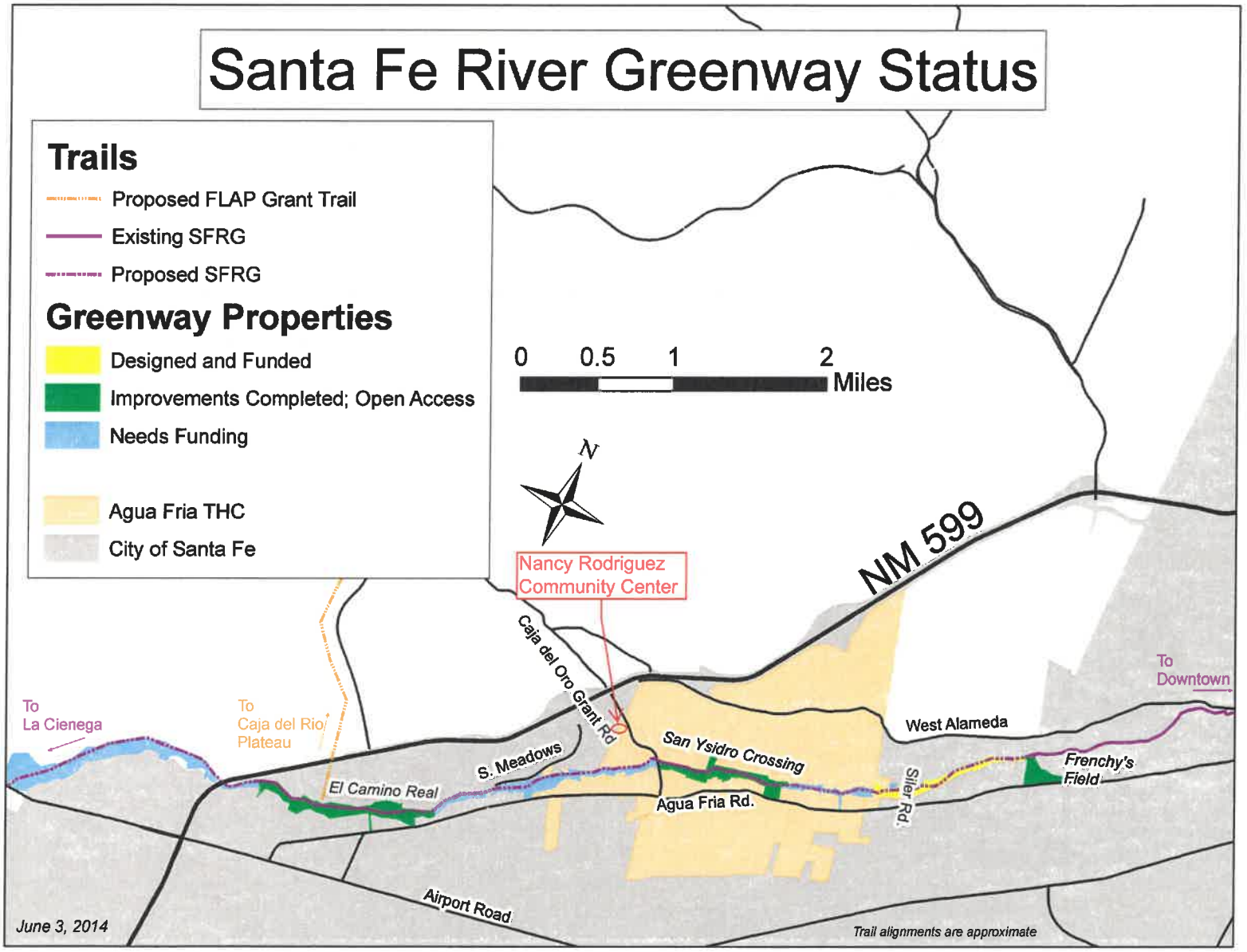
- Weston has provided 100% construction drawings.
- Negotiations with property owners are underway.
- 21.743 acres to be acquired at an estimated $1,181,400 - 100% FUNDED.
- Construction Costs: $4,045,881 - 100% FUNDED.
- Estimated Schedule: Acquisitions complete 5/31/16, begin construction 9/1/16, duration 6-9 months.

Issues/Challenges

- Very constrained River channel on east end near Camino Carlos Rael with little room for meandering
- Major tributary west of Camino Carlos Rael on north bank
- Trash, debris, evidence of gravel mining, material stockpiles
- Land acquisition needed
- Need to tie into existing City trail and restoration east of Frenchy's Field
- Transition from City trail to County trail – signage, materials, etc.
- Bridge at Siler does not easily allow for a trail underpass as originally planned (?)
- Project is within the City limits except for the County owned parcel under Siler Bridge.

Opportunities

- Narrow channel and engineering constraints may offer opportunity for innovative approaches
- Viewing platform?
- Work with developers to increase access points.
- Safely connect cyclists from Downtown to Siler Rd.


Santa Fe River Greenway Status
Trails
Proposed FLAP Grant Trail
Existing SFRG
Proposed SFRG
Greenway Properties
Designed and Funded
Improvements Completed; Open Access
Needs Funding
Agua Fria THC
City of Santa Fe
0 0.5 1 2
Miles
N
Nancy Rodriguez Community Center
NM 599
Caja del Oro Grant Rd
To La Cienega
To Caja del Rio Plateau
To Downtown
West Alameda
San Ysidro Crossing
S. Meadows
El Camino Real
Agua Fria Rd.
Siler Rd.
Frenchy's Field
Airport Road
June 3, 2014
Trail alignments are approximate

Santa Fe River Greenway Community Meeting

Siler Road to San Ysidro Crossing

Tuesday, February 16, 2016
6:00 pm—8:00 pm
Nancy Rodriguez Community Center, 1 Prairie Dog Loop



You are invited to attend a community meeting to discuss the Santa Fe River Greenway between Siler Road and San Ysidro Crossing. The Greenway project includes river restoration and the construction of a multi-use trail.

County staff and the acquisition team will present a status report and answer questions. Representatives from the County Assessor's office and Sheriff's office have been invited to answer questions regarding how the project will affect your property.

For more information, contact:
Scott Kaseman, Santa Fe County Project Manager, 505-992-9887
Meghan Bayer, Tierra Right of Way Services Project Manager, 505-820-6656

LICENSE FOR ACCESS AND USE

This License for Use ("License") is granted by the City of Santa Fe, New Mexico, a municipality, (hereinafter "City"), 200 Lincoln Ave., Santa Fe, New Mexico 87501 to Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter "County") for the purpose of allowing access to a road and park right-of-way owned by the City on Camino Carlos Rael that leads to the Santa Fe River.

Whereas, the City has a road and park right-of-way on Camino Carlos Rael on the north side of the Santa Fe River as indicated on the Exhibit A, attached hereto and incorporated hereinafter.

Whereas, the City desires to provide this License to the County so the County can access and maintain the Santa Fe River Greenway.

Therefore, the City grants to the County this License for ingress and egress on Camino Carlos Rael in the area described on Exhibit A for an indefinite period of time. Additionally, at such time that the City's needs or requires that the area of ingress and egress be altered, the City will grant the County an easement across the Property or amend this License for Use to provide maintenance access to the Santa Fe River Greenway.

CITY OF SANTA FE

By _____ 03/28/2014
Brian K. Snyder, City Manager — Date

Attest:
By _____
Yolanda Y. Vigil, City Clerk

SEAL

Approved as to Form:
By _____ for
Kelley Brennan
Interim City Attorney 3/24/14

City Finance Department
By _____ 3/25/14
Marcos A. Tapia, Finance Director — Date

SANTA FE COUNTY
By _____ 12.19.13
Katherine Miller, Manager — Date

EXHIBIT
tabbies
B

Approved as to form

By _____ 6/17/13
Stephen C. Ross, County Attorney Date

Finance Department

By _____ 6/17/13
Teresa C. Martinez, Director Date

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MEMORANDUM OF AGREEMEN
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 2ND Day Of April, 2014 at 09:10:25 AM And Was Duly Recorded as Instrument # 1733605 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

DRAWN BY:	CT	DATE:	MAY, 1991
CHECKED BY:	CT	DRAWING NO:	9103-301
JOB NO:	9103-3	SHEET	1 OF 1

227039

LINE TABLE

VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN HEREON, LYING AND BEING SITUATE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO, DO HEREBY DEDICATE TO THE CITY OF SANTA FE THE PARK AND ROAD RIGHT-OF-WAYS AS SHOWN HEREON.

DON ASHBAUGH FOR COMMUNITY REALTY — DATE: Jul 12, 1991

ATTEST BY NOTARY PUBLIC: _____ NOTARY — DATE: 07-19-1991 COMM. EXPIRES

AFFIDAVIT

THIS TRACT OF LAND LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO.

DON ASHBAUGH FOR COMMUNITY REALTY — DATE: Jul 12, 1991

ATTEST BY NOTARY PUBLIC: _____ NOTARY — DATE: 07-19-1991 COMM. EXPIRES

APPROVALS

CITY OF SANTA FE

_____ MAYOR — DATE: 7/17/91

ATTEST: _____ FRANCES ROMERO, CITY CLERK — DATE: 7/17/91 SEAL

_____ DIRECTOR, PUBLIC WORKS DIRECTOR — DATE: 7-30-91

_____ PLANNING DIRECTOR — DATE: 7/29/91

_____ DAVID A. MARTINEZ, TECHNICAL REVIEW DIRECTOR — DATE: 7/23/91

APPROVED BY CITY COUNCIL AT MEETING OF: July 31, 1991

DESCRIPTIONS

COMMUNITY REALTY (THE COMMONS ON THE ALAMEDA)

A CERTAIN PARCEL OF LAND IN PROJ. SECTION 30, T 17 N., R 9 E. N.M.P.M., SANTA FE COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE S 17° 14' 09" E, A DISTANCE OF 334.30 FEET;
THENCE S 49° 39' 22" W, A DISTANCE OF 1020.0 FEET;
THENCE S 47° 21' 38" W, A DISTANCE OF 103.13 FEET;
THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2965.39 FEET, L=408.01 FEET, L.C.(bearing S 25° 03' CHORD BEARING S 25° 03' 12" E, A DISTANCE OF 404.79 FEET;
THENCE N 34° 17' 38" E, A DISTANCE OF 64.5 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 4.693 ACRES MORE OR LESS

CENTRAL CORRIDOR PARK

A CERTAIN PARCEL OF LAND WITHIN SECTION 30, T 17 N, R 9 E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE S 17° 14' 09" E, A DISTANCE OF 334.30 FEET;
THENCE S 34° 24' 04" W, A DISTANCE OF 64.5 FEET;
THENCE N 49° 39' 22" E, A DISTANCE OF 60.00 FEET;
THENCE N 17° 14' 09" W, A DISTANCE OF 334.30 FEET;
THENCE N 34° 24' 04" E, A DISTANCE OF 64.5 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 0.494 ACRES MORE OR LESS

ALAMEDA ROAD

A CERTAIN PARCEL OF LAND WITHIN SECTION 30, T 17 N, R 9 E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE S 17° 14' 09" E, A DISTANCE OF 53.00 FEET;
THENCE S 34° 24' 04" W, A DISTANCE OF 344.51 FEET;
THENCE S 17° 28' 03" W, A DISTANCE OF 60.69 FEET;
THENCE S 47° 21' 38" W, A DISTANCE OF 60.11 FEET;
THENCE N 49° 39' 22" W, A DISTANCE OF 60.00 FEET;
THENCE N 17° 28' 03" E, A DISTANCE OF 60.69 FEET;
THENCE N 34° 24' 04" E, A DISTANCE OF 344.51 FEET;
THENCE N 17° 14' 09" W, A DISTANCE OF 53.00 FEET;
THENCE N 49° 39' 22" E, A DISTANCE OF 224.39 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 0.646 ACRES MORE OR LESS

PARK

A CERTAIN PARCEL OF LAND WITHIN SECTION 30, T 17 N, R 9 E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

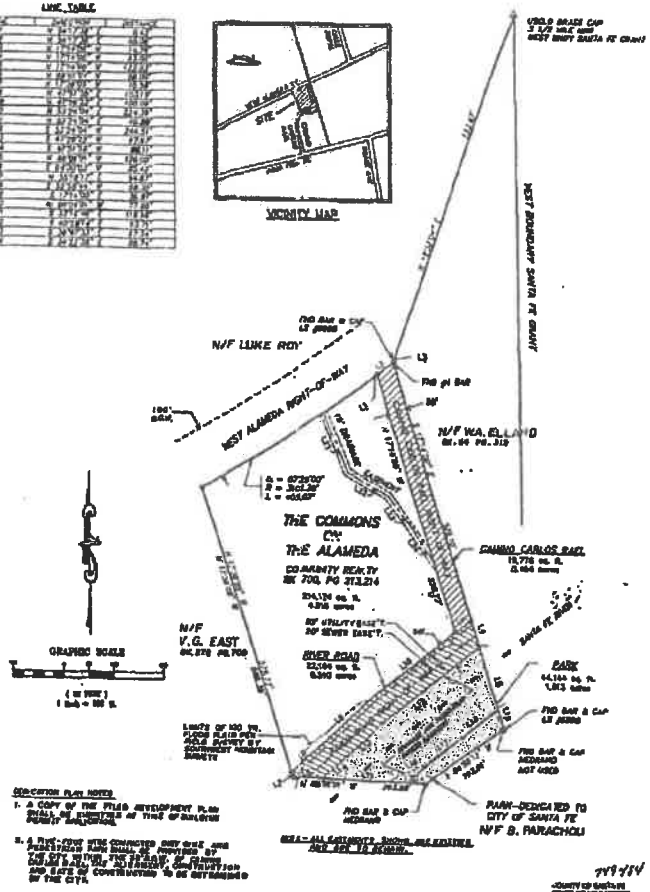
BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE S 17° 14' 09" E, A DISTANCE OF 135.00 FEET;
THENCE S 34° 24' 12" W, A DISTANCE OF 183.84 FEET;
THENCE N 68° 28' 01" W, A DISTANCE OF 280.69 FEET;
THENCE N 47° 21' 38" E, A DISTANCE OF 60.11 FEET;
THENCE N 49° 39' 22" E, A DISTANCE OF 60.67 FEET;
THENCE N 32° 24' 04" E, A DISTANCE OF 244.30 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING 1.061 ACRES MORE OR LESS

NOTE: DEDICATION OF THIS PARCEL OF LAND FOR PUBLIC PARK USE IS SUBJECT TO CONDITIONS INDICATED ON FILED DEVELOPMENT PLANS. THIS AREA TO BE DEDICATED TO CITY AS PERMANENT PARK LAND TO REMAIN UNDEVELOPED. THE TYPE OF PARK IS TO BE LOW-INTENSITY PASSIVE USE AND OPEN SPACE AND SHALL ALLOW PUBLIC NON-VEHICULAR ACCESS. THE EXISTING DRAINAGE EASEMENT IS TO REMAIN.

SURVEYORS CERTIFICATE

I, Crescencio Torres, a Professional Surveyor in the state of New Mexico, certify that this plat meets the Minimum Standards for Surveying in New Mexico, and that the information shown hereon is true and correct to the best of my knowledge and belief. Date of field survey April, 1991

Crescencio Torres N.M.L.S. No. 6481
P.O. Box 6413
Santa Fe, New Mexico 87504



DEDICATION PLAT NOTES

1. A COPY OF THE FILED DEVELOPMENT PLAN [illegible] SHALL BE INCLUDED AS PART OF THIS DEDICATION PLAT/PLAT.
2. A TEST-ZONE WITH CONNECTED DRIP UNIT AND PERFORATED PIPE SHALL BE INSTALLED BY THE CITY ALONG THE FRONT OF PARCEL [illegible] AND DATE OF CONSTRUCTION TO BE DETERMINED BY THE CITY.

LEGEND

Found Point	● As noted
Set Point	■ No. 4 bar w/cap
Calculated Pt.	▷ Not set
Control Monument	△ As Shown
E/W Fence	
Road R.O.W.	
Park R.O.W.	

STATE OF NEW MEXICO, COUNTY OF SANTA FE — I hereby certify that this instrument was filed for record on the [illegible] day of [illegible] A.D. 19[illegible] at [illegible] o'clock [illegible] M. and was duly recorded in book [illegible] page [illegible] of the records of Santa Fe County. Witness my Hand and Seal of Office. Christina Salazar, County Clerk, Santa Fe County, New Mexico. By: [illegible] Deputy

DEDICATION PLAT
THE COMMONS ON THE ALAMEDA
WITHIN SECTION 30, T17N, R9E, N.M.P.M.
SANTA FE COUNTY NEW MEXICO

SURVEYING SERVICES
P.O. Box 6413
Santa Fe, N.M. 87504
(505) 988-8178

EXHIBIT

A


NEEDS NAME
AMINO MCMILLIN
Santa Fe River
SAN ISIDRO CT
AGUA FRIA
LUGAR DE
PADILLA
SKEETER LN
Location of Easement
VEREDA SAN ANTONIO
CASE RD
CALLE CRISTO
AGUA FRIA RD
AVENIDA DE MONTOYA
PLAZA MONTOYA
CALLEJON DE RIT
RUDOLFO RD
HENRY LYNCH RD
WOFFORD LN
LA PAZ

City of Santa Fe Clerk No:_____

Santa Fe County Tracking No: 2022-0015-PW

Easement Agreement for Photovoltaic Facilities

This **GRANT OF EASEMENT** (this "**Agreement**"), effective as of the last date written below (the "**Effective Date**"), is hereby made by and between Santa Fe County, having an address at 102 Grant Street, Santa Fe NM 87501 (hereinafter, the "**Grantor**") and the City of Santa Fe, a New Mexico home rule municipality, having an address at 200 Lincoln (hereinafter, the "**Grantee**"). For good and valuable consideration of ZERO and 00/100 Dollars ($0.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to, Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "**Easement**") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "**Grantor's Land**").

1. Purpose. The land described below will be used for a net metered solar photovoltaic (PV) system that will generate electricity for the purpose of reducing electric utility expenses at the City's Buckman Booster Station No. 4. The renewable energy from the solar PV system will also support the City's and the County's respective goals to reduce reliance on fossil fuels in an effort to address climate change.

2. Description of the Easement. The easement granted by the Grantor to the Grantee consists of a nonexclusive perpetual easement and right-of-way (the "**Easement**"), with the right, privilege, and authority to:

(a) Construct, reconstruct, relocate, extend, repair, replace, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove aboveground Photovoltaic System (collectively, the "**Facilities**"), which the Grantee shall require now and from time to time, for the purpose of generating electricity to offset usage, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "**Easement Area**"), [and the roadways abutting or running through the Grantor's Land,] and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing water services [to the Grantor and others] (the foregoing, hereinafter, the "**Easement**").

(b) From time to time, without further payment therefor, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width.

(c) Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided,

however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

(d) Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

(e) Grantor retains the right to grant joint use of the Easement Area to other entities, provided that such use does not interfere with the Grantee's rights.

3. Description of Grantor's Land. Grantor is the fee owner of certain land located in the County of Santa Fe and State of Mexico, designated as Division Plat for Las Campanas Santa Fe, SW 1/4 Section 8, Township 17 North, Range 9 East, N.M.P.M, hereinafter referred to as "**Tract A**" and more particularly described by a metes and bounds description set forth in Exhibit Attached hereto and made a part hereof.

4. Location of the Easement Area. The Easement Area shall consist of a portion of the Grantor's Land, 0.67 acres in area. The location of the Easement Area is shown on the sketch entitled ”BUCKMAN BOOSTER EASEMENT EXHIBIT TRACT A LAS CAMPANAS SANTA FE," which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantee. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit A hereto.

5. Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

6. General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacement thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling.

7. Reserved Rights. Grantor reserves the right to cross and recross said easement and right of way and to maintain areas outside the fence around grantee’s ground-mounted solar photovoltaic (PV) system provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it

now exists. Grantor in said use of said ground shall maintain a clearance outside the fence with any equipment or otherwise.

8. Grantee Rights Beyond Easement Area. Grantee shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Grantor adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above. Grantee shall also have the right to install, maintain and use of access roads on lands of the Grantor adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Area.

9. Term. The Grantor hereby grants this easement for the term of forty (40) years or for so long as the PV facilities functions, whichever is shorter.

10. Assignment. With Grantor's prior written consent, which consent shall not be unreasonably withheld, the Grantee, together with its successors and assigns, may assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this grant of Easement.

11. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW MEXICO. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW MEXICO.

12. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile [or email of a PDF document] (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Grantor: Name: SANTA FE COUNTY

	Address: 102 Grant Street, Santa Fe, NM 87501
with a copy to:	Name: SANTA FE COUNTY REAL PROPERTY SUPERVISOR Address: PO Box 276, Santa Fe, NM 87504-0276
To Grantee:	Name: CITY OF SANTA FE MANAGER Address: 200 Lincoln Avenue, PO Box 909, Santa Fe, NM 87504-0909

13. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

14. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile/email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than thirty (30) days after the date hereof.

15. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

16. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

GRANTOR - SANTA FE COUNTY:

_____ _____

Henry P. Roybal, Chair Date

Santa Fe County Board of County Commissioners

ATTESTATION:

_____ _____

Katharine E. Clark, Santa Fe County Clerk Date

APPROVED AS TO FORM:

_____ _____

Gregory S. Shaffer, Santa Fe County Attorney Date

GRANTEE – CITY OF SANTA FE:

_____ _____

Alan Webber, Mayor Date

City of Santa Fe

ATTESTATION:

_____ _____

Kristine Mihelcic, City Clerk Date

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 28, 2021 11:09 MDT)

Jul 28, 2021

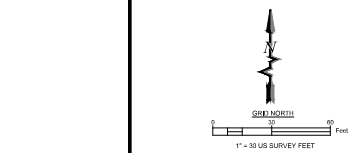
Marcos D. Martinez, Senior Assistant City Attorney — Date

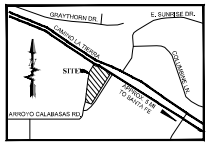
APPROVED FOR FINANCES:

Mary McCoy, Finance Director — Date

BUCKMAN BOOSTER
EASEMENT EXHIBIT TRACT A
LAS CAMPANAS SANTA FE

WITHIN THE SW 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO





VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

A CERTAIN PARCEL OF LAND TO BE USED AS A SOLAR EASEMENT WITHIN TRACT A,

DIVISION PLAT FOR LAS CAMPANAS SANTA FE, SW1/4 SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO, THE SAME AS SAID TRACT A IS SHOWN ON THE PLAT FILED WITH THE SANTA FE COUNTY CLERK IN BOOK 370, PAGES 37 & 38 AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID TRACT A BEARING S 27°48'39" W, A DISTANCE 95.60 FEET FROM THE NORTHEAST CORNER OF SAID TRACT A;

THENCE, S 27°48'39" W, A DISTANCE 14.00 FEET ALONG SAID EASTERLY LINE TO A POINT;

THENCE, N 62°01'11" W, A DISTANCE 287.67 FEET TO A POINT;

THENCE, N 20°46'30" E, A DISTANCE 70.00 FEET TO A POINT;

THENCE, N 20°02'32" E, A DISTANCE 7.00 FEET TO A POINT ON THE NORTHWEST BOUNDARY OF SAID TRACT A;

THENCE, N 20°02'32" E, A DISTANCE 23.92 FEET ALONG THE WEST BOUNDARY OF SAID TRACT A TO A POINT OF CURVATURE;

THENCE, NORTHEASTERLY ALONG AN ARC TO THE RIGHT A DISTANCE OF 43.26 FEET (SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A LONG CHORD WHICH BEARS N 69°41'37"E, 38.06 FEET) TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT A AND A POINT OF COMPOUND CURVATURE;

THENCE SOUTHEASTERLY ALONG AN ARC TO THE RIGHT A DISTANCE OF 38.18 FEET (SAID CURVE HAVING A RADIUS OF 3075.00 FEET AND A LONG CHORD WHICH BEARS S61°05'36"E, A DISTANCE OF 38.18 FEET) TO A POINT ON THE NORTH BOUNDARY OF SAID TRACT A;

THENCE S 56° 08' 03" E, A DISTANCE OF 163.95 FEET ALONG THE NORTH BOUNDARY OF SAID TRACT A TO A POINT;

THENCE S 30° 49' 02" W, A DISTANCE OF 97.47 FEET TO A POINT;

THENCE, S 62°17'26" E, A DISTANCE 48.92 FEET TO THE POINT OF BEGINNING AND SAID PARCEL CONTAINING 0.67 ACRES, MORE OR LESS.

William F. Brewster 11/05/2021

WILLIAM F. BREWSTER, NMPS #10855 DATE

REFERENCE DOCUMENTS:

1. DIVISION PLAT PREPARED FOR LAS CAMPANAS SANTA FE OF "PLAZUELAS DE LAS TIERRAS"RECORDED IN BOOK 370, PAGE 37-38 SEPTEMBER 9, 1997 SANTA FE COUNTY RECORDS,
2. PLAT OF SURVEY PREPARED FOR PUBLIC SERVICE COMPANY OF NEW MEXICO BUCKMAN BOOSTER STATION #4 RECORDED IN PLAT BOOK 307 PAGE 33, DATED JUNE 30, 1994, SANTA FE COUNTY RECORDS.
3. BOUNDARY AND ALTA/ACSM LAND TITLE SURVEY PREPARED FOR MABRY CONSTRUCTION INC. RECORDED IN PLAT BOOK 617 PAGE 30, DATED MARCH 9, 2006 SANTA FE COUNTY RECORDS.

COORDINATE NOTE:

REFERENCE FRAME: NAD 1983(2011) (EPOCH 2010.000)
MODIFIED U.S. STATE PLANE NEW MEXICO CENTRAL ZONE (3002)
GRID TO GROUND SCALE FACTOR: 1.000416687
SCALED FROM: N35°42'42.67260", W106°01'02.94225"
(N=1714462.865' E=1709440.207')
ALL DISTANCES ARE GROUND DISTANCES
UNITS ARE U.S. SURVEY FEET

VERTICAL DATUM
NAVD 1988
GEOID 18 (CONUS)

METHODS
ORIGINAL CONTROL ON THIS PROJECT WAS OBSERVED AND SET ON DECEMBER 15, 2020. ALL POINTS WERE OBSERVED USING TRIMBLE S5 TOTAL STATION AND TRIMBLE R8 GPS RECEIVERS UTILIZING RTK GPS METHODS.

NOTE:

SMA CANNOT GUARANTEE THE LOCATION OF UNDERGROUND UTILITY LINES SHOWN.

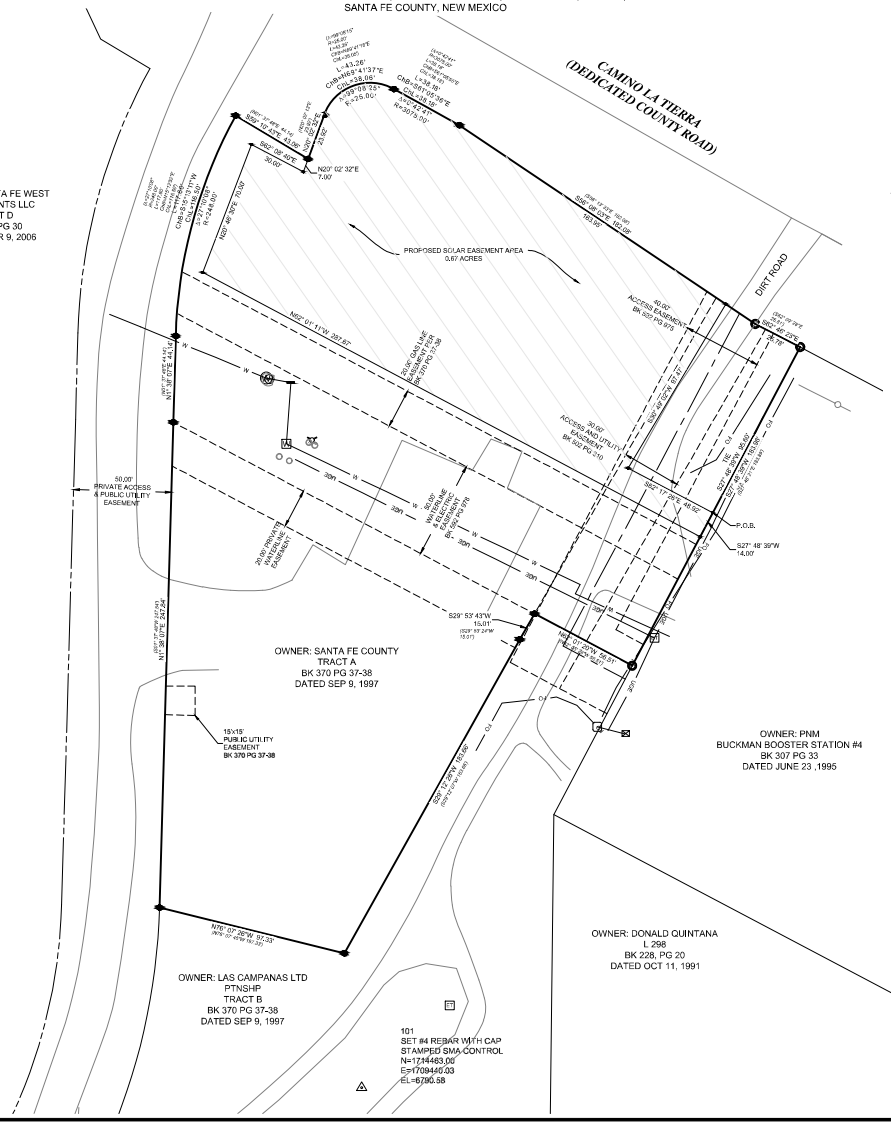
SURVEYOR'S CERTIFICATION

I, WILLIAM F. BREWSTER, NEW MEXICO PROFESSIONAL SURVEYOR NO. 10855, DO HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William F. Brewster 11/05/2021

WILLIAM F. BREWSTER, NMPS 10855 DATE

WILLIAM F. BREWSTER 10855 NEW MEXICO PROFESSIONAL SURVEYOR



LEGEND

- = FOUND REBAR WITH CAP STAMPED "DAWSON SURVEY"
- = CALCULATED POINT, NOTHING FOUND OR SET
- = WATER MANHOLE
- = BOLLARD
- = FIRE HYDRANT
- = WATER VAULT
- = FIBER OPTIC PULLBOX
- = TELEPHONE PEDESTAL
- = ELECTRIC TRANSFORMER
- = SUBJECT PROPERTY LINE
- = ADJOINER PROPERTY LINE
- = EASEMENT LINE
- = BARBED WIRE FENCE
- = CHAIN LINK FENCE
- = UNDERGROUND ELECTRIC
- = UNDERGROUND WATER LINE
- = UNDERGROUND FIBER OPTIC LINE
- = EDGE OF CONCRETE
- = RIGHT OF WAY LINE

S50°26'46"W 46.61' = MEASURED DISTANCE

(S50°26'46"W 46.61') = RECORD DISTANCE

P.O.B. = POINT OF BEGINNING

"TITLE AND INDEXING INFORMATION FOR COUNTY CLERK"

CURRENT OWNER: SANTA FE COUNTY

LEGAL DESCRIPTION: CREATED BY THIS PLAT

PLSS DESCRIPTION: WITHIN THE SW 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO.

CITY: SANTA FE
COUNTY: SANTA FE
STATE: NEW MEXICO

COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the ____ day of _____, 20__ A.D. at _____ o'clock ____, and was duly recorded in book ____, page(s) _____ of the records of Santa Fe County.

Witness my Hand and Seal of office
GERALDINE SALAZAR
County Clerk, Santa Fe County, N.M.

County Clerk

Deputy

Rev#	Date	Description	By	Chkd

SOUDER, MILLER & ASSOCIATES
5454 Venice Avenue NE, Suite D
Albuquerque, NM 87113
Phone (505) 299-0982 Toll-free (877) 299-0982 Fax (505) 293-1450
Serving the Southwest & Rocky Mountains
Albuquerque, Farmington, Las Cruces, Roswell, Santa Fe, NM
Carlsbad, Hobbs, Los Lunas, Ruidoso, Taos, Durango, CO

YEAROUT ENERGY

SANTA FE COUNTY, NEW MEXICO

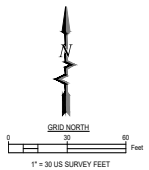
BUCKMAN BOOSTER
EASEMENT EXHIBIT TRACT A
WITHIN SECTION 8, TOWNSHIP 17
NORTH, RANGE 9 EAST, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO

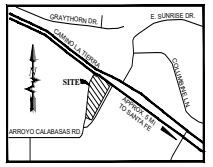
Designed	Drawn	Checked
	AMD	WFB

Date: JANUARY 2021
Scale: Horiz:
Vert:
Project No: 2429856
Sheet: 1 OF 1

BUCKMAN BOOSTER
EASEMENT EXHIBIT TRACT A
LAS CAMPANAS SANTA FE

WITHIN THE SW 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO





VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

A CERTAIN PARCEL OF LAND TO BE USED AS A SOLAR EASEMENT WITHIN TRACT A,

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William F. Brewster — 1/05/2021

WILLIAM F. BREWSTER, NMPS #10855 — DATE

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VERTICAL DATUM
NAVD 1988
GEOID 18 (CONUS)

METHODS
ORIGINAL CONTROL ON THIS PROJECT WAS OBSERVED AND SET ON DECEMBER 15, 2020. ALL POINTS WERE OBSERVED USING TRIMBLE S5 TOTAL STATION AND TRIMBLE R8 GPS RECEIVERS UTILIZING RTK GPS METHODS.

NOTE:

SMA CANNOT GUARANTEE THE LOCATION OF UNDERGROUND UTILITY LINES SHOWN.

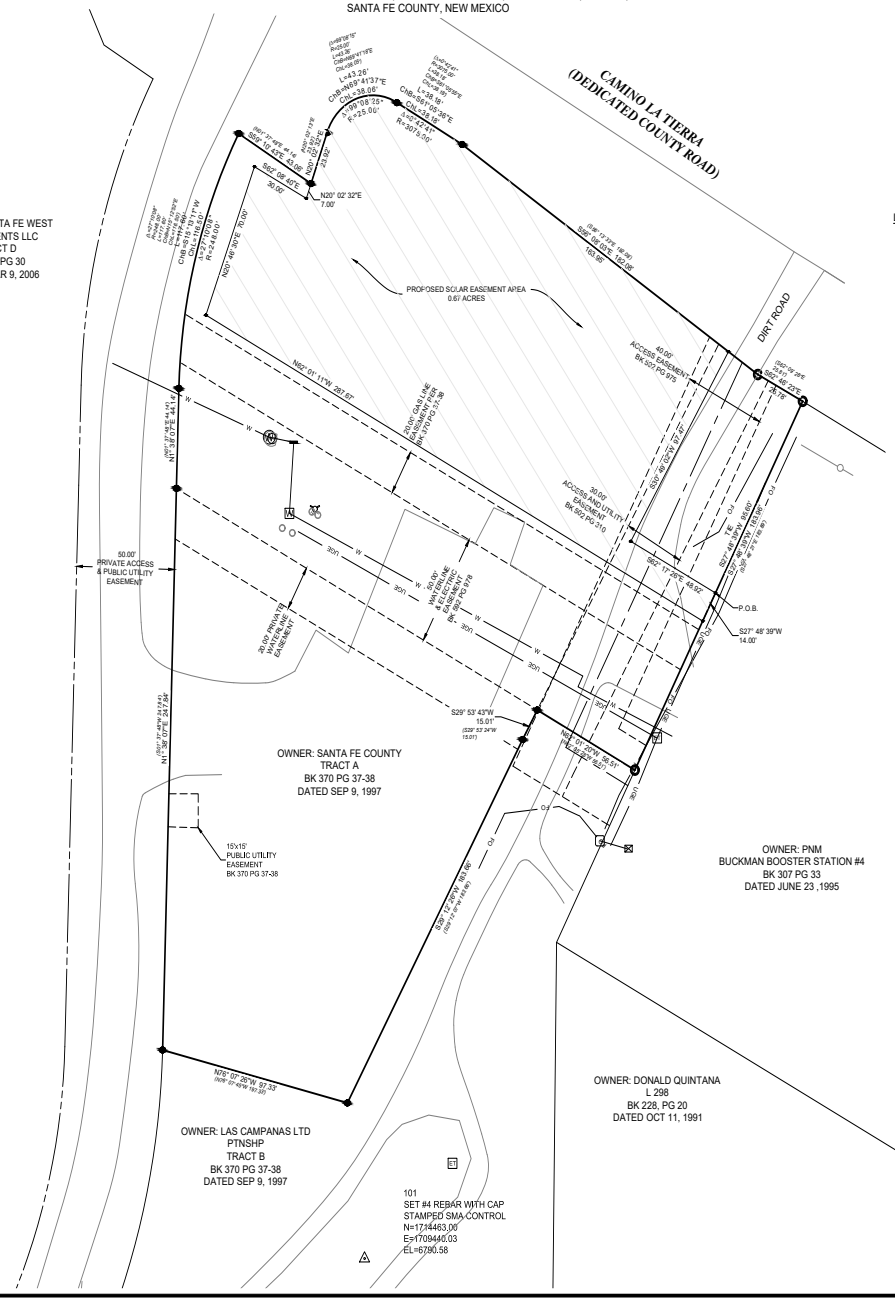
SURVEYOR'S CERTIFICATION

I, WILLIAM F. BREWSTER, NEW MEXICO PROFESSIONAL SURVEYOR NO. 10855, DO HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William F. Brewster — 1/05/2021

WILLIAM F. BREWSTER, NMPS 10855 — DATE





LEGEND

- = FOUND REBAR WITH CAP STAMPED "DAWSON SURVEY"
- = CALCULATED POINT, NOTHING FOUND OR SET
- = WATER MANHOLE
- = BOLLARD
- = FIRE HYDRANT
- = WATER VAULT
- = FIBER OPTIC PULLBOX
- = TELEPHONE PEDESTAL
- = ELECTRIC TRANSFORMER
- = SUBJECT PROPERTY LINE
- = ADJOINER PROPERTY LINE
- = EASEMENT LINE
- = BARBED WIRE FENCE
- = CHAIN LINK FENCE
- = UNDERGROUND ELECTRIC
- = UNDERGROUND WATER LINE
- = UNDERGROUND FIBER OPTIC LINE
- = EDGE OF CONCRETE
- = RIGHT OF WAY LINE
- S50°26'46"W 46.61' = MEASURED DISTANCE
- (S50°26'46"W 46.61') = RECORD DISTANCE
- P.O.B. = POINT OF BEGINNING

"TITLE AND INDEXING INFORMATION FOR COUNTY CLERK"

CURRENT OWNER: SANTA FE COUNTY

LEGAL DESCRIPTION: CREATED BY THIS PLAT

PLSS DESCRIPTION: WITHIN THE SW 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO.

CITY: SANTA FE
COUNTY: SANTA FE
STATE: NEW MEXICO

COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the ____ day of _____, 20__ A.D. at _____ o'clock ____, and was duly recorded in book _____, page(s) _____ of the records of Santa Fe County.

Witness my Hand and Seal of office
GERALDINE SALAZAR
County Clerk, Santa Fe County, N.M.

County Clerk

Deputy

Rev #	Date	Description	By	Chkd

SOUDER, MILLER & ASSOCIATES
5454 Venice Avenue NE, Suite D
Albuquerque, NM 87113
Phone (505) 299-6942 Toll-Free (877) 299-6942 Fax (505) 293-3430
Serving the Southwest & Rocky Mountains
Albuquerque, Farmington, Las Cruces, Roswell, Santa Fe, NM
Colorado Springs, CO, Durango, CO, Denver, CO, Parker, CO, Elbert, CO

YEAROUT ENERGY

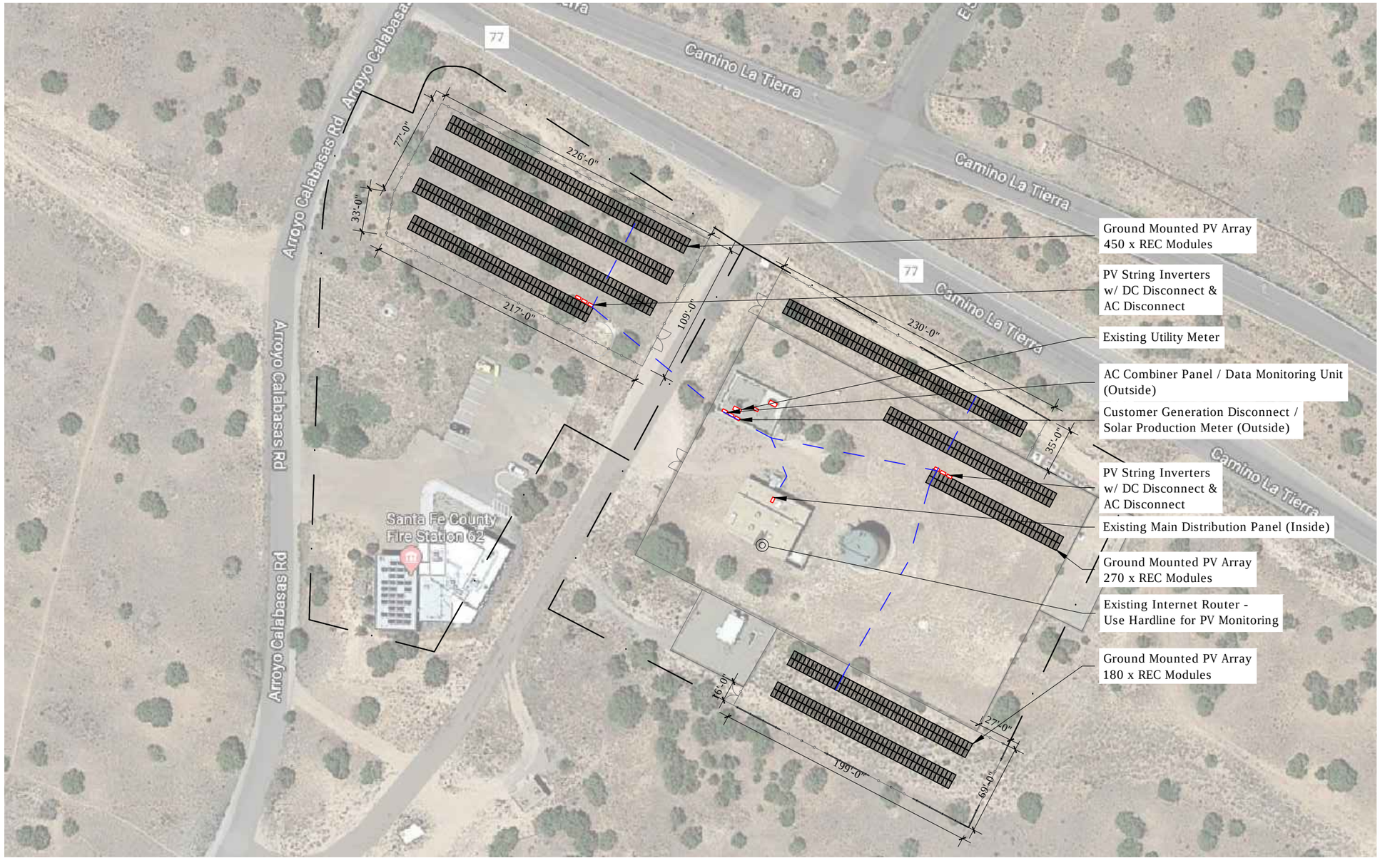
SANTA FE COUNTY, NEW MEXICO

BUCKMAN BOOSTER
EASEMENT EXHIBIT TRACT A
WITHIN SECTION 8, TOWNSHIP 17
NORTH, RANGE 9 EAST, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO

Designed	Drawn	Checked
	AMD	WFB

Date: JANUARY 2021
Scale: Horiz:
Vert:
Project No: 2429856
Sheet: 1 OF 1

1 Site Plan
1" = 75'



1	Special Access Instructions: NO ACCESS ISSUES
2	Exact location of equipment and conduit is subject to minor variations during installation.
3	Estimated annual energy production is based on existing site conditions and this array layout. Annual variations in weather and module degradation will affect production.
4	All underground conduit shall be buried with a minimum of 24" of cover

Inverters AC Capacity: 6 x 62500 W = 375.00 kWac
Array STC Watts: 900 x 440 W = 396.00 kWdc
Combined Fault Current: 2640 Apk, 438 Arms; 26 ms

Positive Energy SOLAR
3209 Richards Lane
Santa Fe, NM 87507
(505) 424-1112
NM Electrical Contractor's
License #82573

Job 4235

Buckman Booster #4

Utility-Interactive Photovoltaic System
System Size = 396 kWdc
Buckman Road
Santa Fe NM 87501

DESIGN SUMMARY

Number of Modules	900
Module Tilt Angle	30°
Module Azimuth	195°
Average Annual Shading	2.00%
Year 1 Production Estimate	756622 kWh

DESIGN APPROVAL

I approve of this design showing all equipment and locations, and estimated production. Any change to this design may result in delays and additional costs.

Signature:

Date:

DESIGNER:
David Dashiells

REV	DESCRIPTION	DATE
0	Initial Release	6/15/20

SITE PLAN
PV100