



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
AUGUST 16, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Finance Committee meeting will be conducted virtually.

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

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

Attend virtually on Zoom: <https://santafenm-gov.zoom.us/j/94045958596?pwd=MkxYQWRaNW52RnczWWxudWdwSnk3dz09>

Passcode: 114976

By Phone: 669 900 6833 or 253 215 8782

Webinar ID: 940 4595 8596

Passcode: 114976

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

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



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
AUGUST 16, 2021
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5. APPROVAL OF MINUTES

- a. Regular Finance Committee – August 2, 2021

6. ACTION ITEMS: CONSENT

- a. 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)

- 1) Request for Approval of Budget Amendment Resolutions

Committee Review:

Public Works & Utilities Committee: 08/09/2021

Finance Committee: 08/16/2021

Governing Body Committee: 08/25/2021

- b. 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

- c. Request for the Approval of Memorandum of Agreement with Presbyterian Medical Services, No financial responsibility, Volunteer Station Agreement for the Foster Grandparent Program. Santa Fe Public Schools; Anya Alarid, Volunteer Program Manager: email aalarid@santafenm.gov , 505-955-4744.

Committee Review:

Finance Committee-08/16/20021

Quality of Life Committee-08/18/2021

Governing Body-08/25/2021

- d. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Cassutt)



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A Resolution Finding the Building and Premises Located at 3003 Calle Caballero to be Ruined, Damaged, and Dilapidated and a Menace to the Public Comfort, Health, Peace, and Safety; Ordering the Owner of Record of 3003 Calle Caballero to Remove the Building, Rubbish, and Debris from the Municipality; and Providing that if the Owner of Record of 3003 Calle Caballero Does not Remove the Building Rubbish, and Debris, the City of Santa Fe Shall Remove the Building, Rubbish, and Debris and Place a Lien on the Property in an Amount of the Cost of the City's Clean-Up Efforts. (Mike Prinz, Assistant City Attorney; mnprinz@santafenm.gov, 955-6554)

Committee Review:

Introduced: 08/02/21

Finance Committee: 08/16/21

Public Works and Utilities Committee: 08/23/21

Governing Body: 08/25/21

- e. CONSIDERATION OF BILL NO. 2021-18: (Mayor Webber)
An Ordinance Removing Section 20-6 Relating to Marijuana and Marijuana Paraphernalia Possession. (Kyle Hibner, City Prosecutor: kjhibner@santafenm.gov, 955-5195)

Committee Review:

Introduced: 07/28/21

Governing Body (request to publish): 8/11/21

Finance Committee: 08/16/21

Public Safety Committee: 08/17/21

Quality of Life Committee: 08/18/21

Governing Body (public hearing): 09/08/21

- f. 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



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7. **MATTERS FROM STAFF**
8. **MATTERS FROM THE COMMITTEE**
9. **MATTERS FROM THE CHAIR**
10. **NEXT MEETING: Monday, August 30, 2021**
11. **ADJOURN**

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



MINUTES

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THE FINANCE COMMITTEE
AUGUST 02, 2021
5:00 PM

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

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

1. CALL TO ORDER

Meeting started 5:00pm.

2. ROLL CALL

Members Present:

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

Members Excused:



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Others Attending:

Bradley Fluetsch, Cash and Investment Manager
Fran Dunaway, Chief Procurement Officer
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager

3. APPROVAL OF AGENDA

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

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

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

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the agenda as amended. Items a, f and g were pulled for discussion.

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

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

Against: None

Abstain: None



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5. APPROVAL OF MINUTES

- a. Regular Finance Committee – July 19, 2021

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

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

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

Against: None

Abstain: None

6. ACTION ITEMS: CONSENT

- a. CONSIDERATION OF BILL NO. 2021-16. (Councilor Romero-Wirth and Councilor Garcia)

An Ordinance Relating to the Campaign Code; Amending Section 9-2.3 SFCC 1987 to Amend the Definition of a “Political Committee” to Include a Threshold Amount for Reporting Contributions; Amending Section 9-2.6 to Increase the Aggregate Expenditure Amount Requiring Reporting to Five Hundred Dollars and to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements; Amending Section 9-2.7 to Make Necessary Changes Regarding References to a “Political Committee”; and Amending Section 9-2.11 to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements. (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Introduced: 06/30/21

Governing Body (Request to Publish): 07/28/21

Finance Committee: 08/02/21

Quality of Life Committee: 08/4/21

Governing Body (Public Hearing): 08/25/21



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Direction to staff to provide additional information and background.

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to move the bill forward with no recommendation.

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

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

Against: None

Abstain: None

- b. Request 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

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the memorandum of understanding (MOU) as presented.

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

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

Against: None



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Abstain: None

- c. 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): 08/25/21

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

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

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

Against: None

Abstain: None

- d. CONSIDERATION OF RESOLUTION NO.2021-___. (Mayor Webber)



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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

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

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

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

Against: None

Abstain: None

- e. 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

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the memorandum of agreement (MOA) as presented.

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



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

Against: None

Abstain: None

- f. Request for Approval of a Professional Services Agreement for a Total Amount of \$252,478.00 for a four (4) Year Sole Source contract to United Way of Central New Mexico to Operate a 2-1-1 Call Center in Santa Fe City and County. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 505-955-6678)

Committee Review:

Finance Committee: 08/2/2021

Quality of Life Committee: 08/4/2021

Governing Body: 08/11/2021

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

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

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

Against: None

Abstain: None

- g. Request for Approval of Amendment #1 of the Professional Services Agreement #19-0127 with WSP USA for engineering services related to the Arroyo Chamisos Crossing Project to Amend the Scope of Work and increase compensation by a sum not to exceed one million dollars (\$1,000,000.00) excluding gross receipts tax. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6632)



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1) Request for Approval to Budget Adjustment Request (BAR) \$250,000 of funds from Roads Impact Fees to fund completion of Phase 1B “Detailed Analysis of Alternative B” for CIP #876B – Arroyo De Los Chamisos Crossing Project.

Committee Review:

Finance Committee: 08/02/2021

Public Works & Utilities Committee: 08/09/2021

Governing Body: 08/11/2021

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

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

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

Against: None

Abstain: None

h. 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



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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

Committee Review:

Finance Committee: 08/02/2021

PW&U Committee: 08/09/2021

Governing Body: 08/11/2021

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

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

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

Against: None

Abstain: None

- i. 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



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Governing Body 08/11/2021

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

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

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

Against: None

Abstain: None

- j. Request for Approval of FY22 Police Vehicle Purchase Request in the Total Amount of \$1,155,371.32 for the vehicles, equipment, and labor costs associated with each vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:

Finance Committee: 8/02/2021

Quality of Life Committee: 8/04/2021

Governing Body Committee: 8/11/2021

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

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

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

Against: None

Abstain: None



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- k. Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of \$150,000.00 to Provide Services to Examine Internal Controls; REDW LLC.; (Alexis Lotero, Assistant Finance Director, aclotero@santafenm.gov, 955.6137)

Committee Review:

Finance Committee: 8/2/2021

Quality of Life Committee: 8/4/2021

Governing Body: 8/11/2021

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

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

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

Against: None

Abstain: None

7. **MATTERS FROM STAFF**
8. **MATTERS FROM THE COMMITTEE**
9. **MATTERS FROM THE CHAIR**
10. **NEXT MEETING: Monday, August 16, 2021**
11. **ADJOURN**

Meeting adjourned 5:29 pm.

Liaison

Chair



City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
AUGUST 02, 2021
5:00 PM



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

<u>Brian Moya</u>	<u>Brian J Moya</u>	<u>Assistant Fire Chief</u>	<u>7/22/21</u>
Department Rep Printed Name (attesting that all information included)		Title	Date

<u>Fran Dunaway</u>	<u>Purchasing Officer</u>	<u>7/22/21</u>
Purchasing Officer (attesting that all information is reviewed)		Date

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

*

MICHELLE LUJAN GRISHAM
GOVERNOR



DEBORAH K. ROMERO
ACTING CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

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, 2021, 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
Kristine Mihelcic (Apr 23, 2021 11:18 MDT)

Apr 23, 2021

**KRISTINE BUSTOS-MIHELICIC,
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 Fuels STB 20-C2736 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, 200X through June 30, 200X 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

**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, 2021, 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 05:29 PM)
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-MIHELICIC,
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 STR.doc

**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, 200X through June 30, 200X 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 agrees 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



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 Pr...	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 Contract 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

Handwritten mark resembling the letter 'A' in a circle.



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

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.

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

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.

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.

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

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.

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.

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.

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

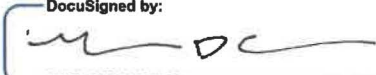
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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: 
38C940F8609143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 4/7/2020

VENDOR:

DocuSigned by:
Signature: 
42A78282889542B...

Printed Name: Seth Cosans

Title: Contract Administrator
MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY

Dated: 3/20/2020

ATTACHMENT Ato 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	

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	

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	
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FIREFIGHTING 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	Fechierner	19% off current sheet	
11	Accessories	First Tactical	24% off current sheet	

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
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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.

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.

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.

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.)

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.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: AEE2A97D0DAB4E5F9EE903D043655BB5
 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)

Status: Completed

Signatures: 1
 Initials: 0

Envelope Originator:
 Bill DeMars
 1100 Olive Way
 Suite 1020
 Seattle, WA 98101
 bill.demars@nppgov.com
 IP Address: 162.248.184.11

Record Tracking

Status: Original
 4/7/2020 2:51:13 PM

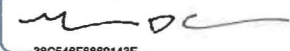
Holder: Bill DeMars
 bill.demars@nppgov.com

Location: DocuSign

Signer Events

Mike Cully
 mcully@orcities.org
 Executive Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 38C546F8869143E...
 Signature Adoption: Drawn on Device
 Using IP Address: 71.63.237.219

Timestamp

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:	<ul style="list-style-type: none"> •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: Gian 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: Janel Lapan Hill
Email: jlapanhill@ci.santa-fe.nm.us

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 7f

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/16/21 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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



City of Santa Fe, New Mexico

Memorandum



DATE: 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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	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

John Dancy
From: Kaway (Jul 12, 2021 10:33 MDT)

Jul 12, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: Funding Split between TSF & Economic Development ^{ED} 2122,800. ⁵¹⁰³⁴⁰

4. **Funding Source:** TSF-Visit Santa Fe & ED (Other Consulting)

Andy Hopkins
Andy Hopkins (Jul 7, 2021 16:05 MDT)

Org / Object: 2130521.510340 (TSF) & 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 (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. ACCOUNTABILITY

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
Santa Fe County Clerk

Date

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

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 3rd 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

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 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

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 in 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 of the state constitution, and the availability of sufficient appropriations from the Santa Fe County Board of County Commissioners, nothing in this MOA shall require the County 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. ACCOUNTABILITY

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

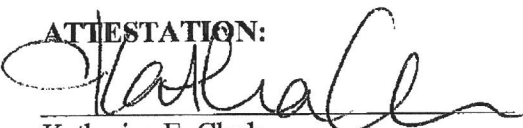
IN WITNESS WHEREOF the parties have duly executed this MOA as of the date of last signature by the parties hereto.

SANTA FE COUNTY


Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners



ATTESTATION:


Katharine E. Clark
Santa Fe County Clerk

Date

07/13/21

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021
ISSUE NO. 7g
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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/16/21 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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



City of Santa Fe, New Mexico

Memorandum



DATE: July 13, 2021

TO: Governing Body

VIA: Kyra Ochoa, Community Services Department Director 
Gino Rinaldi, Senior Services Division Director 

Kyra Ochoa (Jul 13, 2021 09:49 MDT)

Gino Rinaldi (Jul 13, 2021 09:43 MDT)

FROM: Anya Alarid, Volunteer Program Manager 

ITEM AND ISSUE:

Request for the Approval of Memorandum of Agreement with Presbyterian Medical Services, No financial responsibility, Volunteer Station Agreement for the Foster Grandparent Program. Santa Fe Public Schools; Anya Alarid, Volunteer Program Manager: email aalarid@santafenm.gov , 505-955-4744.

BACKGROUND AND SUMMARY:

Attached for your signature is a Volunteer Station Agreement between Presbyterian Medical Services and the City of Santa Fe. Our Federal and State funding sources require we have these documents in place when providing volunteer services via our Foster Grandparent Volunteer Program. The Volunteer Station Agreement outlines the responsibilities for both the City as well as the volunteer stations. Please note that **compensation is not involved** in this memorandum.

PROCUREMENT METHOD:

N/A

CONTRACT NUMBER:

Munis contract number is 3202832

ACTION REQUESTED:

Senior Services respectfully requests your review and approval.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202832

Contractor: Presbyterian Medical Services

Description: **Memorandum of Understanding with Presbyterian Medical Services Headstart. No compensation or financial responsibility involved. This is a volunteer station agreement for the Foster Grandparent Program for the Division of Senior Services.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 09/01/2021 Term End Date: 06/30/2024

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Memorandum of Understanding with Presbyterian Medical Services Headstart. No compensation or financial responsibility involved. This is a volunteer station agreement for the Foster Grandparent Program for the Division of Senior Services.

3. Procurement History: N/A

Steve Denny From: Denny (Jul 22, 2021, 1:59 MDT) Jul 22, 2021
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: N/A Org / Object: _____

Andy Hopkins Andy Hopkins (Jul 20, 2021 14:04 MDT) Jul 20, 2021
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # 505-955-4744

Email: aalarid@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

VOLUNTEER STATION AGREEMENT

This Volunteer Station Agreement (“Agreement”) is made and entered into by and between Presbyterian Medical Services (PMS) (the “Volunteer Station”) and the City of Santa Fe (the “Sponsor”). The date of this Volunteer Station Agreement shall be the date when it is executed by the Sponsor.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

A. The Parties agree to abide by the attached basic provisions, which become part of this Agreement. The Sponsor representative who will serve as liaison with the Volunteer Station is Anya Alarid DSS Program Manager; Foster Grandparent Program; 1121 Alto Street; Santa Fe, NM 87501; telephone number (505) 955-4744.

B. The Volunteer Station supervisor who will serve as liaison with the Sponsor and will be directly responsible for volunteer orientation and supervision is the respective school’s principal and assigned teacher. Ms. Lucia Trujillo, Administrator, 1409 Second Street, Santa Fe, NM 87505; telephone number (505) 820-1604; is designated as the Volunteer Station Representative.

C. All Volunteers placed with the Volunteer Station by the Sponsor pursuant to this Agreement shall be required to abide by the Volunteer Station’s policies and procedures, including procedures related to orientation, training and background checks for all Volunteers providing services for or on behalf of Volunteer Station.

D. Nothing herein shall be construed to create an employment relationship between the Volunteer Station and any Volunteer performing services hereunder. Sponsor acknowledges and agrees that any volunteer performing services hereunder shall not be entitled to any compensation, insurance, or benefits from the Volunteer Station, including without limitation, unemployment benefits and workers compensation.

E. Sponsor agrees that Volunteer Station may remove immediately from any Volunteer Station site or program any Volunteer who, in the sole judgment of Volunteer Station, presents a risk of harm or injury to himself/herself or any staff member, volunteer, student, family member or client of Volunteer Station.

I. BASIC PROVISIONS

A. The Sponsor will:

(1) Place approximately eight Foster Grandparents to serve approximately 24 children with special or exceptional needs for a period of 20-30 hours per week with approval of the FGP Project Director in accordance with FGP guidelines.

(2) Recruit, interview, enroll and refer volunteers in the project.

(3) Provide periodic orientation to Volunteer Stations.

(4) Refer volunteers to the Volunteer Station for individual assignment.

(5) Furnish adequate accident and liability insurance coverage as required by FGP project guidelines.

(6) Retain full responsibility for the management and fiscal control of the project.

(7) Arrange for the transportation of all FGP volunteers to and from the Volunteer Station.

(8) Arrange physical examinations for all Foster Grandparents, initially prior to assignment, and annually thereafter.

(9) Within the limits of available resources and project policy, insure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.

(10) Specify activities to be performed by the volunteers under the direction of the Volunteer Station in cooperation with the FGP project guidelines as well as Sponsor's staff.

(11) Provide in-service training for volunteers at least once a month for four hours.

(12) Ensure a written Agreement is signed authorizing service by the Foster Grandparent and specifying volunteer activities to be performed.

(13) In cooperation with the project Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.

B. The Volunteer Station will:

(1) Designate a coordinator to serve as liaison with the project.

(2) Provide supervision of volunteers while on site. The Volunteer Station will ensure the volunteers are not left unattended.

(3) Provide Foster Grandparents with assignments that utilize their skills and training.

(4) Assist Sponsor in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.

(5) Have the right to request the Sponsor to reassign volunteer.

(6) Provide for adequate health and safety protection of volunteers.

(7) Collect and validate appropriate volunteer reports for submission to the Sponsor.

(8) In consultation with the Sponsor, make investigations and reports regarding accidents and injuries involving volunteers.

(9) Obtain a written Letter of Agreement prior to assignment of Foster Grandparents in homes of children served, specifying volunteer activities to be performed. This Letter of Agreement will be signed by the Volunteer Station and the child's legal representative(s).

(10) Provide cash/in-kind contribution(s) in support of the project such as meals provided at the various Volunteer Stations.

(11) Presbyterian Medical Services (PMS) will make available a noon meal, five (5) days per week to participants of the City of Santa Fe Foster Grandparent Program during the term of this Agreement as in-kind services in lieu of cash reimbursement due to budget restraints thereby creating inter-generational activities both in the classroom and during lunch time.

II. TERM AND EFFECTIVE DATE

This Agreement is effective when signed by the Sponsor and will terminate on June 30, 2024, unless soon pursuant to Article III below.

III. TERMINATION

This Agreement may be terminated by the Sponsor upon 10 days written notice to the Volunteer Station.

The Volunteer Station shall render a final report of the services performed up to the date of termination and shall turn over to the Sponsor original copies of all work product, research or papers prepared under this Agreement.

IV. INDEMNIFICATION

The Volunteer Station shall indemnify, hold harmless and defend the Sponsor from all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, action or demand whatsoever arising from the Volunteer Station performance under this Agreement as well

as the performance of the Volunteer Station's employees, agents, representatives and subcontractors, including payments to all attorneys' fees and costs.

V. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, 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 Claim Act, Section 41-4-1, et Seq. NMSA 1978, as amended. The Sponsor 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 limitations of liability pursuant to law. No provision in this AGREEMENT modifies or waves any provision of the New Mexico Tort Claim Act.

VI. RECORD AND AUDIT

The Volunteer Station shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered.

These records shall be subject by the Sponsor, the Department of Finance and Administration, and the State Auditor. The Sponsor shall have the right to audit the billing both before and after payment.

VII. APPLICABLE LAW; CHOICE OF LAW; VENUE

Volunteer Station shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Volunteer Station agrees that the laws of the State of New Mexico. Any

action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

VIII. NON-DISCRIMINATION

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

IX. AMENDMENT

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

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

VOLUNTEER STATION:
PRESBYTERIAN MEDICAL SERVICES

By: _____

Title: _____

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 12, 2021 14:00 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Volunteer Placement

1. Under the direction of the Foster Grandparent Program (FGP) staff and the assigned Volunteer Station Supervisor, the volunteer will carry out the following duties, providing service to children in circumstances identified as limiting their academic, social, or emotional development in addition to the traditional children with special or exceptional needs.

A. Foster Grandparent assignments shall provide for Foster Grandparents to give direct services to one or more eligible children that:

B. Individuals served by Foster Grandparents must be children with special or exceptional needs.

C. Foster Grandparent must serve from 15 to 40 hours per week.

D. Assignments and activities should serve the dual purpose of providing a high quality experience that will enrich the lives of the volunteers and meet critical community needs, providing specific outcomes for the children served.

E. Foster Grandparents may assist small groups when, by doing so, they can continue to directly serve the needs of their assigned children.

Foster Grandparent Activities

1. Tutor/mentor between 3 to 5 teacher-identified children with special needs. Duties shall be agreed upon in the Child Care Plan.

2. Offer emotional support to child victims of abuse and neglect by providing love, encouragement and mentoring on a one-to-one basis.

3. Tutor children with low literacy skills.

4. Provide extra care and attention to children who have special or exceptional needs in order to improve their physical, mental, emotional and social development so they may grow to reach their maximum potential and become as independent as possible.

5. Serve children in school, day care, Head Starts, community programs and institutional programs.

Information Summary

First Named Insured: Presbyterian Medical Services Inc.

The First Named Insured will be the insured that is:

- A. *Responsible for payment of premium*
- B. *Authorized to make changes in policy with approval of insurance company*
- C. *Authorized to cancel the policy*
- D. *Designated to receive notice of cancellation*

Mailing Address: P O Box 2267
Santa Fe, NM 87504-2267

Coverage Becomes Effective 12:01 A.M. Standard Time at your mailing address.

Locations: See Attached

Effective Date: 9/1/2019

DISCLAIMER: This document contains only a summary of your insurance coverage. It is your responsibility to carefully and completely review the actual policies for actual terms, limits and conditions. In the event of any inconsistency between the terms of the policies and the provisions of this document, the terms of the policies will govern and control.

Carlsbad Family Health Center
 Head Start - Torrance County Administration
 Head Start - Torrance, Estancia
 Head Start - Torrance, Moriarty
 Head Start/Early HS - Amanecer, Agua Fria
 Head Start - Torrance, Mountainair
 Head Start/Early HS - Santa Fe, Tierra Contenta
 Head Start/Early HS - Farmington, Carlton Center
 Head Start/Early HS - Nizhoni, Avan Nu Po
 Head Start/Early HS - Little Paws, Paseo del Sol
 Head Start/Early HS - Ramirez-Thomas, Po Ae Pi
 Carlsbad Home Visitor Services
 Healthy Tomorrow Vans - Treatment Center
 Hobbs Family Health Center
 Home Health Services of Lincoln County (Inactive)
 Hospice of Lincoln County (Inactive)
 Jemez Valley Medical Clinic
 * La Comunidad de Los Ninos
 Lake Arthur School Based Health Center
 Little Feet Child Development Center
 Logan Family Health Center (Inactive)
 Loving Health Center
 Carlsbad School Based Health Center
 Magdalena Area Health Center
 MCH Council/McKinley County (Inactive)
 McKinley County Senior Program - Ramah
 McKinley County Senior Program - Thoreau
 Mobile Dental Unit (Inactive)
 Mountainair Family Health Center
 Mountainair School Based Health Center a.k.a.
 MCH Council/Cibola
 MCH Council/Lincoln County (Inactive)
 Northwest New Mexico Hospice
 Catron County Medical Center
 Ojo Encino Clinic
 Ortiz Mt. Health Center
 Pharmacy Services Unit
 Plaza del Monte
 PMS Foundation
 PMS Project Ann - Provides Dental, Hearing, Vision
 Quay County Family Health Center
 Quemado Clinic
 Quemado Teen Health Center
 Questa Health Center
 Central Billing Office
 Rio Rancho Family Health Center
 Roundtree Children's Development Services
 Sacramento Mt. Medical Center
 San Juan Co. Adolescent Residential Treatment Center
 San Juan County Assessment Center, Farmington
 San Juan Home Health Care
 Santa Fe Community Guidance Center
 SHIELD Industries

42	1	Health Clinic - Catron Cty 1 Foster Lane	Reserve	NM	87830
43	1	PMS Accounting Office 1422 Paseo de Peralta Bldg. #1	Santa Fe	NM	87501
44	1	Office - LRO GL ONLY 1422 Paseo de Peralta Bldg. #1	Santa Fe	NM	87501
45	1	PMS Main Office 1422 Paseo de Peralta Bldg. #2	Santa Fe	NM	87501
46	1	PMS Main Office 1422 Paseo de Peralta Bldg. #3	Santa Fe	NM	87501
47	1	Counseling Ctr - Santa Fe High School 2100 Yucca	Santa Fe	NM	87505
48	1	Counseling Ctr. - Capital High School 4851 Paseo Del Sol	Santa Fe	NM	87507
49	1	North Central System Admin 1409 Second Street	Santa Fe	NM	87505
50	1	PMS Home Care 1400 Chama Avenue	Santa Fe	NM	87505
51	1	Head Start - Tierra Contenta 3908 Paseo del Sol	Santa Fe	NM	87507
52	1	Head Start - Sweeney Elementary 501 Airport Road	Santa Fe	NM	87507
53	1	Thrift store 1303 Cerrillos Road	Santa Fe	NM	87505
* 54	1	Head Start - La Comunidad de los Ninos 1121 Alto Street	Santa Fe	NM	87501
55	1	Socorro Clinic 1300 Enterprise	Socorro	NM	87801
56	1	WNMMG - Thoreau 15 Navarre Blvd	Thoreau	NM	87323
57	1	Outpatient Dental Clinic/Health Ctr - Torreon Clinic 2500 State Highway 197	Torreon	NM	87013
58	1	Quay County Family Health Center 1302 East Main Street	Tucumcari	NM	88401
59	1	Tularosa Medical Center 111 Central Avenue	Tularosa	NM	88352
60	1	Parking Lot (50 spaces) - GL ONLY 212-218 West Manhattan Street	Santa Fe	NM	87501
61	1	Head Start 32 Unser Blvd	Rio Rancho	NM	87124
62	1	Head Start Office (Modular) 32 Unser Blvd	Rio Rancho	NM	87124
63	1	Hope Medical Clinic-Esperanza Health Ctr 903-C 5th Street	Estancia	NM	87016
64	1	Medical Clinic 2013 San Jose Blvd	Carlsbad	NM	88220
65	1	Gallup School Based Health Center 1055 Rico	Gallup	NM	87301
66	1	Carlsbad School Based Health Center 3000 West Church	Carlsbad	NM	88220
67	1	Medical/Mental Health Clinic/Admin Offices 2960 Rodeo Park Drive	Santa Fe	NM	87505
68	1	Head Start - Sunset 109 Sunset	Mountainair	NM	87036
69	1	Mental Health Clinic - Rio Rancho Family 184 Unser Blvd	Rio Rancho	NM	87124

Loc #	Bldg #	Address	Description			
52	1	501 Airport Road, Santa Fe, NM	Head Start - Sweeney Elementary			
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation
Business Personal Property		\$54,000		\$5,000	100%	Agreed Value
Business Income with Extra Expense		\$98,063		24 Hours	100%	Agreed Value
Building		\$121,680		\$5,000	100%	Agreed Value

Loc #	Bldg #	Address	Description			
53	1	1303 Cerrillos Road, Santa Fe, NM	Thrift store			
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation
Business Personal Property		\$50,000		\$5,000	100%	Agreed Value
Business Income with Extra Expense		\$37,235		24 Hours	100%	Agreed Value

*

Loc #	Bldg #	Address	Description			
54	1	1121 Alto Street, Santa Fe, NM	Head Start - La Comunidad de los Ninos			
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation
Business Personal Property		\$100,000		\$5,000	100%	Agreed Value
Business Income with Extra Expense		\$521,293		24 Hours	100%	Agreed Value

Loc #	Bldg #	Address	Description			
55	1	1300 Enterprise, Socorro, NM	Socorro Clinic			
Subject of Insurance		Current Limit	Renewal Limit	Deductible	Coins %	Valuation
Building		\$1,264,000		\$5,000	100%	Agreed Value
Business Personal Property		\$172,000		\$5,000	100%	Agreed Value
Business Income with Extra Expense		\$44,057		24 Hours	100%	Agreed Value

Signature:

Email: xivigil@santafenm.gov




City of Santa Fe, New Mexico


Memorandum



Date: August 6, 2021

To: Members of the Governing Body

Via: Erin K. McSherry, City Attorney 

From: Michael Prinz, Assistant City Attorney 

RE: Resolution for blighted property at 3003 Calle Caballero

EXECUTIVE SUMMARY:

On or around July 9, 2020, the residence at 3003 Calle Caballero was badly damaged by fire. Since then, the property sits abandoned, vacant, and open to the public. Neighbors have contacted the Constituent Services Division about the condition of the property and have called the Police Department at least ten times over the last year to report people going onto the property.

City Building Inspector Bobby Padilla inspected the property and reports that it is a hazard to public safety and that the house should be demolished. Mr. Padilla spoke with several neighbors who reported that they are afraid of homeless people living in the back yard and starting fires. Photos of the property taken by Bobby Padilla are attached.

NMSA 1978, Section 3-18-5 gives the Governing Body the authority to adopt a Resolution declaring a ruined and damaged building to be a menace to the public comfort, health, peace, and safety and requiring the removal of the building and debris. If the owner does not remove the building after notice of the Resolution, the City can clean-up and then place a lien on it for the cost of the clean-up. After the lien is recorded, the City could foreclose on the lien to recoup the cost of the clean-up.

The owner of 3003 Calle Caballero is deceased. I spoke with an attorney in Las Cruces who represents the owner's son and told him that the property needs to be addressed or the City could pass a Resolution requiring the house to be demolished. To date, no action has been taken by the owner's son or any other interested party. The condition of the property continues to worsen and it is a serious eye-sore in an otherwise pleasant residential neighborhood.

ACTION REQUESTED:

The Land Use Department and City Attorney's Office recommend that the Governing Body pass a resolution pursuant to Section 3-18-5 and order the owner to demolish and remove the residence and clean up the resulting litter and debris on the property.



City of Santa Fe, New Mexico

Memorandum



ATTACHMENTS:

Resolution
Photos of 3003 Calle Caballero
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-____

INTRODUCED BY:

Councilor Jamie Cassutt

A RESOLUTION

FINDING THE BUILDING AND PREMISES LOCATED AT 3003 CALLE CABALLERO TO BE RUINED, DAMAGED, AND DILAPIDATED AND A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE, AND SAFETY; ORDERING THE OWNER OF RECORD OF 3003 CALLE CABALLERO TO REMOVE THE BUILDNG, RUBBISH, AND DEBRIS FROM THE MUNICIPALITY; AND PROVIDING THAT IF THE OWNER OF RECORD OF 3003 CALLE CABALLERO DOES NOT REMOVE THE BUILDING RUBBISH, AND DEBRIS, THE CITY OF SANTA FE SHALL REMOVE THE BUILDING, RUBBISH, AND DEBRIS AND PLACE A LIEN ON THE PROPERTY IN AN AMOUNT OF THE COST OF THE CITY’S CLEAN-UP EFFORTS.

WHEREAS, on or about July 9, 2020, the residence located at 3003 Calle Caballero in the City of Santa Fe was badly damaged as a result of a fire; and

WHEREAS, since the fire occurred, the residence has been abandoned, neglected, and is frequently accessed by unhoused community members; and

WHEREAS, since the fire occurred, the City’s Police Department has received at least ten

1 calls for service to the property by concerned neighbors and, upon arrival the police have found people
2 who appear to be trespassers or squatters inside the burned building and on the property; and

3 **WHEREAS**, the City Building Inspector and Code Enforcement Officer have investigated
4 the property at 3003 Calle Caballero and have determined the residence is dangerous, unsanitary, and
5 unsafe and they recommend demolition of the residence; and

6 **WHEREAS**, New Mexico Statutes Annotated (NMSA) 1978, Section 3-18-5 “Dangerous
7 Buildings or Debris; Removal; Notice; Right of Municipality to Remove; Lien”, gives the governing
8 body of a municipality the authority to declare any building or structure that is ruined, damaged, and
9 dilapidated, or any premise that is covered with ruins, rubbish, wreckage, or debris a menace to the
10 public comfort, health, peace, and safety and to require the removal from the municipality of the
11 building, structure, ruins, rubbish, wreckage, or debris.

12 **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
13 **CITY OF SANTA FE** that the building, ruins, rubbish and debris located at 3003 Calle Caballero,
14 Santa Fe, NM 87507, further described as LOT 3, BLK 1, UNIT 6, VISTA DEL SOL S/D, S4 T16N
15 R9E, is declared to be a menace to the public comfort, health, peace, and safety;

16 **BE IT FURTHER RESOLVED** that the owner, occupant, or agent in charge of the building
17 and premises at 3003 Calle Caballero, Santa Fe, NM 87507, further described as LOT 3, BLK 1, UNIT
18 6, VISTA DEL SOL S/D, S4 T16N R9E, as shown in the real estate records of the Santa Fe County
19 Clerk, is hereby ordered to remove the building, ruins, rubbish, and debris from the property within ten
20 (10) days of service of this Resolution or of the posting and publishing of a copy of this Resolution
21 under the authority granted to the municipality by NMSA 1978, Section 3-18-5;

22 **BE IT FURTHER RESOLVED** that if the owner of record, occupant, or agent in charge of
23 the building at 3003 Calle Caballero does not remove the building, ruin, rubbish, and debris from the
24 property within ten (10) days or request a hearing as allowed in NMSA 1978, Section 3-18-5, the City
25 may remove the building, ruin, rubbish, and debris from the property and place a lien on the property

1 for the cost of removing the building, ruin, rubbish, and debris.

2 **BE IT FURTHER RESOLVED** that the City may foreclose on the property in the manner
3 provided in NMSA 1978, Sections 3-36-1 through 3-36-6.

4 PASSED, APPROVED, and ADOPTED this ____ day of _____, 2021.

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MAYOR ALAN WEBBER

9 ATTEST:

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12 KRISTINE MIHELIC, CITY CLERK

13 APPROVED AS TO FORM:

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16 ERIN K. MCSHERRY, CITY ATTORNEY

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25 *Legislation/2021/Resolutions/Condemnation of 3003 Calle Caballero*











FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Condemnation for 3003 Calle Caballero

Sponsor(s): Councilor Cassutt

Reviewing Department(s): City Attorney's Office, Planning and Land Use Department

Staff Completing FIR: Michael Prinz Date: July 20, 2021 Phone: 955-6554

Reviewed by City Attorney: *Eric McGeary* Date: Aug 6, 2021

Reviewed by Finance Director: *Mary McGeary* Date: Aug 5, 2021

Summary:

The property at 3003 Calle Caballero was damaged in a fire and has sat abandoned and neglected for over a year. It is believed homeless persons squatting at the property caused the fire. The burned house is a danger to the public, and the property is covered in litter and debris and is an eye-sore. State law allows the Governing Body to pass a resolution requiring the removal of the damaged house and allowing the City to clean up the property and place a lien on the property if the owner or owner's agents don't do so.

Neighbors have contacted Constituent Services and asked that something be done about the property. Neighbors have also called the Police about people being on the property and the neighbors are concerned that another fire could start and spread to neighboring properties.

The owner of the property is deceased and no one has taken any steps to clean-up or secure the residence.

Departments Affected:

Land Use Department, City Attorney's Office, Police Department

Consequences of Not Enacting Legislation:

The property will probably continue to be neglected and the conditions will likely worsen. The Police Department will probably continue to be called to the property by concerned neighbors. Homeless people could start another fire that could spread to neighboring properties.

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

No conflicts are known and no other legislation on this matter is before the Governing Body.

Performance and Administrative Implications:

If the property is not addressed by the responsible party, the City will demolish the structures and remove all debris from the property. The City will place a lien on the property to cover the cost of this action and, if necessary, the City could foreclose on the lien to recoup the cost of the demolition and cleanup.

Fiscal Implications:

If the resolution is adopted and the owner's or owner's agents do not clean up the property, there will be a cost incurred when the City pays for the demolition and clean-up. The City will place a lien on the property for the cost of this action and, if necessary, the City could foreclose on the lien to recoup the cost of the demolition and clean up.

If the property stays in its current state, it is likely that the Police will continue to be called out to the property. If the house is demolished and the junk removed from the property, the calls for Police service would likely stop because there would be nothing to attract people to the property.

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	\$55,000	\$ _____	\$ _____	_____	NR	_____	_____
Operating	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ _____
Total:	\$55,000	\$ _____	\$ _____	_____	_____	_____	\$55,000

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

Expenditure Narrative:

Costs to demolish the building and remove the debris are estimated to be \$55,000. If the City desires the foundation to be demolished and removed as well, additional costs of \$5,500 will be incurred.

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:

If City expenditures are required to clear the property, a lien will be placed on the property, and possible foreclosure on the lien, in order to cover the City's costs. It is unclear when such a lien would be recouped.

Signature: *Michael Prinz*

Email: mnprinz@santafenm.gov




City of Santa Fe, New Mexico


Memorandum



Date: August 5, 2021

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

Via: Erin K. McSherry, City Attorney 
EM

From: Kyle Hibner, Assistant City Attorney/City Prosecutor 
KH

RE: Removal of Ordinance regarding Marijuana Possession

EXECUTIVE SUMMARY:

The proposed Bill strikes Section 20-6 SFCC 1987 that established a civil penalty for the possession of 1 ounce or less of marijuana or for possessing paraphernalia intended to introduce marijuana into the body.

BACKGROUND:

In 2014 the Governing Body adopted Resolution No. 2014-29 that created Section 20-6 and established a civil penalty for possession of 1 ounce or less of marijuana or for associated paraphernalia. With the passage of the Cannabis Regulation Act during the 2021 Special Session, possession of cannabis, cannabis extract, or edible cannabis in a private residence is no longer a violation of the Controlled Substances Act or the Forfeiture Act. The Cannabis Regulation Act supersedes City Code, making Section 20-6 no longer enforceable. Removing the section removes now-inapplicable language that could confuse the public and staff.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

underscored material = new
[bracketed material] = delete

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

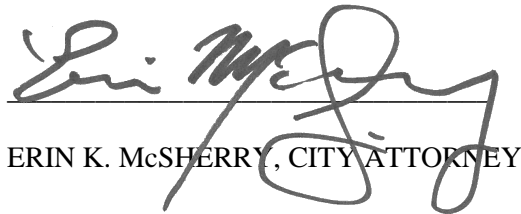
AN ORDINANCE

**REMOVING SECTION 20-6 RELATING TO MARIJUANA AND MARIJUANA
PARAPHERNALIA POSSESSION.**

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

**Section 2. Section 20-6 of SFCC 1987 (being Ord. No. 2014-29, § 3, as amended)
is hereby repealed.**

APPROVED AS TO FORM:


ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: Resolution: _____

Short Title(s): Marijuana Possession Repeal

Sponsor(s): Mayor Webber

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Kyle Hibner Date: 07/27/21 Phone: 955-5195

Reviewed by City Attorney: *Eric McCreary* Date: Aug 6, 2021

Reviewed by Finance Director: *Mary McCoy* Date: Aug 5, 2021

Summary:

The proposed Bill strikes Section 20-6 SFCC 1987 that established a civil penalty for the possession of 1 ounce or less of marijuana or for possessing paraphernalia intended to introduce marijuana into the body.

Departments Affected:

Police Department, City Attorney's Office.

Consequences of Not Enacting Legislation:

City Code will contain an unenforceable provision that is superseded by State Statute.

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

The current Ordinance conflicts with recently enacted provisions of the New Mexico Cannabis Regulation Act of 2021.

Performance and Administrative Implications:

The Police Department leadership issued Special Order No. 07.01.03 that provided guidance to SFPD personnel on how the changes included in the Cannabis Regulation Act affect various aspects of their duties, including lawful possession of marijuana.

Fiscal Implications:

The City already cannot issue \$25 civil citations for possession of 1 ounce or less of marijuana. In 2019 the Police Department issued nine civil citations for marijuana possession. In 2020 the Police Department issued one civil citation for marijuana possession. There have been no civil citations issued for marijuana possession in 2021.

Fiscal Impact

Check here if no fiscal impact

Expenditures

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


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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature:  _____

Email: kjhibner@santafenm.gov

Santa Fe Police Department

Special Order

DATE: July 6, 2021

TO: All Police Personnel

VIA: 
Andrew Padilla, Chief of Police

FROM:  7/6/21
Paul Joye, Deputy Chief of Police

RE: HB 2 Now in Effect - Enforcement of Marijuana Laws Moving Forward

Special Order # 07.21.03

The purpose of this Special Order is to provide guidance to SFPD personnel as a result of the Cannabis Regulation Act becoming effective on June 29, 2021.

As you are aware, the law has now changed, and some situations regarding cannabis/marijuana are no longer illegal; other situations are now civil violations. Listed below are some of the most notable changes/sections you need to pay close attention to in the event you encounter cannabis during your daily patrols.

Attached to this Special Order is the final version of House Bill #2, which is the full text of the Act itself. Please print it out to keep or save a digital version to your laptops, and have it readily accessible for reference and review.

**These are the primary sections of the Act that will have an immediate effect on how you conduct your policing enforcement and activity. Therefore, expect subsequent Special Orders with additional information as we continue to work through this change to the law and the changes regarding sales of cannabis, which do not go into effect until 2022. **

- **Section 25, Page 54 covers “Personal Use” and what is legal for personal use.**
 - Keep in mind, this means you cannot detain, engage in search and seizure, or an arrest under situations fitting within this section as long as it is *lawful* personal use
 - The primary focus is on **Section 30 “Unlawful Possession of Cannabis”**

- The key points of this section you will all need to familiarize yourselves with are:
 - A person 21 years of age and older can possess up to 2 ounces of cannabis, 16 grams of cannabis extract, or 800 milligrams of edible cannabis.
 - Also lawful to use, be under the influence, display, purchase, obtain or transport.
 - Lawful to transfer cannabis without financial consideration (no sales are permitted yet).
 - The lawful amount of cannabis plants one person can have is 6 plants for one person, or up to 12 plants for multiple people in the same household. Section 27 outlines penalties for having excess plants. 6-12 plants is penalty assessment. More than 12 is 4th degree felony. Different standard if the person is over 21 versus 18-21. 18-21 year old; up to 6 is a penalty assessment, 6-12 is a misdemeanor, more than 12 is 4th degree felony. If under 18 and have plants, civil citation.
 - Transportation of cannabis is allowable if it is done for relocation purposes or testing or manufacturing.
 - The odor of cannabis alone does not constitute reasonable articulable suspicion of a crime and is not a basis to stop, detain, or search a person. Odor is, however, relevant when **you have begun conducting a DWI investigation**. Possession of, or the suspicion of possession of, cannabis without evidence of quantity in excess of two ounces of cannabis, as well as the possession of multiple containers of cannabis without evidence of quantity in excess of two ounces of cannabis, are also not enough for reasonable suspicion of a violation.

- One item of note, **it is still not legal to smoke marijuana in public, unless specifically allowed by local law**. The City of Santa Fe has not authorized smoking in public at this time. This is a civil citation of \$50.00

- **Section 30, Page 62 covers “Unlawful Possession of Cannabis”***

- A person under twenty-one years of age shall not possess cannabis products. A person who violates this subsection is guilty of a civil violation and shall be subject to:
 - Attendance at a four-hour evidence-based drug education and legal rights program at no cost to the person; or
 - Four hours of community service;

- A person twenty-one years of age or older shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis in public. A person who violates this subsection with respect to:
 - More than two but not more than eight ounces of cannabis, more than sixteen grams of cannabis extract and more than eight hundred

milligrams of edible cannabis is **guilty of a misdemeanor** and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978;
or

- More than eight ounces of cannabis, sixty-four grams of cannabis extract or three thousand two hundred milligrams of edible cannabis is **guilty of a fourth degree felony** and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

Please contact Captain Matthew Champlin or Deputy Chief Paul Joye if you have any questions.



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

ITEM AND ACTION

Request for Approval of Professional Services Contract with AECOM Technical Services, Inc. in the Amount of \$1,069,436.23 Including NMGR 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

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.g.s. FHWA, US Fish & Wildlife), state (e.g.s. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (e.g.s. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (e.g.s. 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:

CONTRACTOR:
AECOM Technical Services, Inc.

ALAN WEBBER, MAYOR



ROSS E. LUJAN, PE

DATE: _____

ASSOCIATE VICE PRESIDENT
TITLE

DATE: July 16, 2021
CRS# 02-450666-00-4
Registration # 229607

ATTEST:

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:



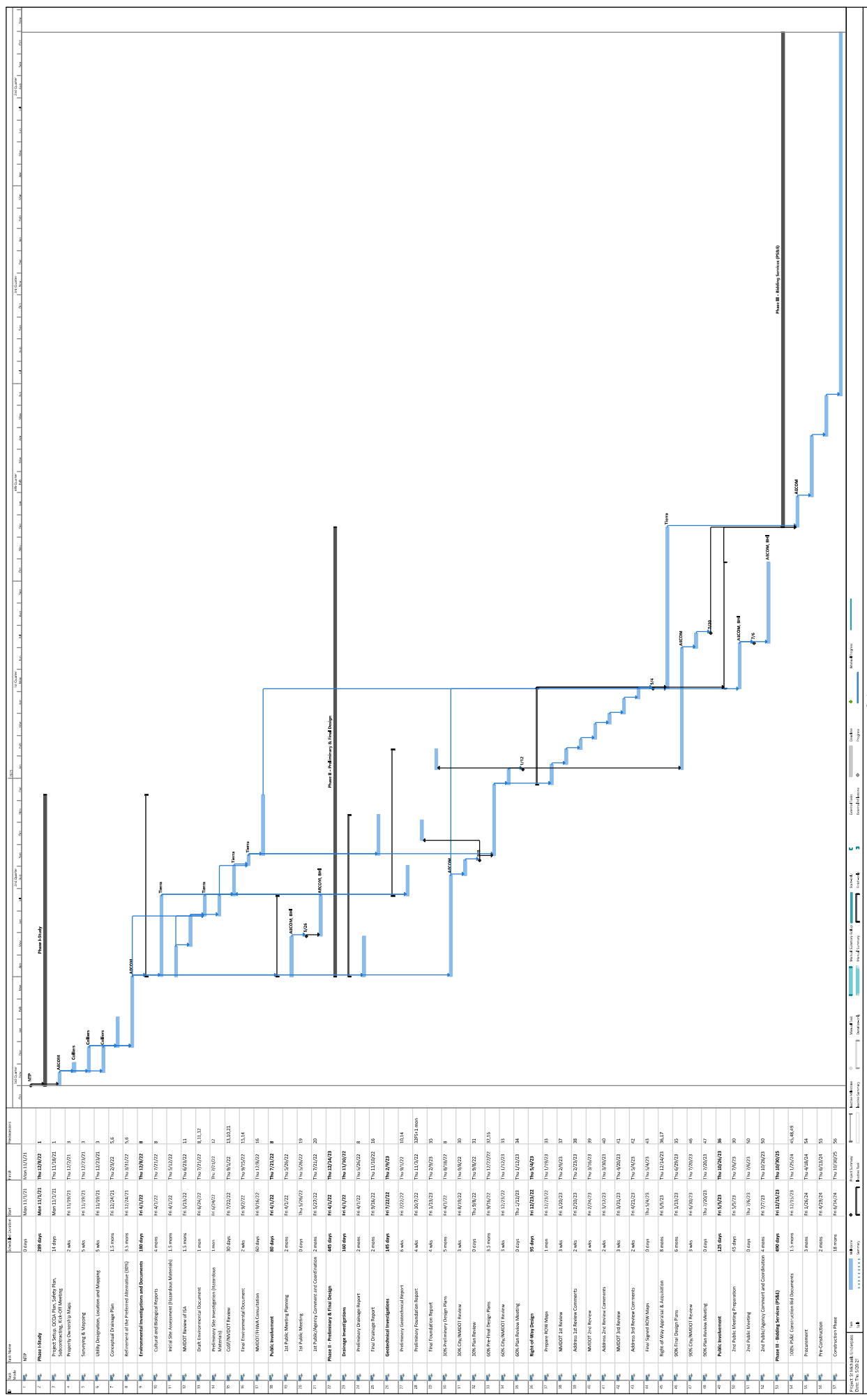
Marcos Martinez (Jun 18, 2021 08:18 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org. Name/572960



ID	Task Name	Start Date	End Date	Duration	Predecessors
1	Phase Study	1/1/2020	1/1/2020	1 day	
2	Design Investigations	1/1/2020	1/1/2020	1 day	
3	Public Involvement	1/1/2020	1/1/2020	1 day	
4	Public Review Meeting	1/1/2020	1/1/2020	1 day	
5	Construction Phase	1/1/2020	1/1/2020	1 day	
6	Building Services PMS	1/1/2020	1/1/2020	1 day	
7	1st Public Meeting	11/11/2020	11/11/2020	1 day	
8	2nd Public Meeting	11/11/2020	11/11/2020	1 day	
9	3rd Public Meeting	11/11/2020	11/11/2020	1 day	
10	4th Public Meeting	11/11/2020	11/11/2020	1 day	
11	5th Public Meeting	11/11/2020	11/11/2020	1 day	
12	6th Public Meeting	11/11/2020	11/11/2020	1 day	
13	7th Public Meeting	11/11/2020	11/11/2020	1 day	
14	8th Public Meeting	11/11/2020	11/11/2020	1 day	
15	9th Public Meeting	11/11/2020	11/11/2020	1 day	
16	10th Public Meeting	11/11/2020	11/11/2020	1 day	
17	11th Public Meeting	11/11/2020	11/11/2020	1 day	
18	12th Public Meeting	11/11/2020	11/11/2020	1 day	
19	13th Public Meeting	11/11/2020	11/11/2020	1 day	
20	14th Public Meeting	11/11/2020	11/11/2020	1 day	
21	15th Public Meeting	11/11/2020	11/11/2020	1 day	
22	16th Public Meeting	11/11/2020	11/11/2020	1 day	
23	17th Public Meeting	11/11/2020	11/11/2020	1 day	
24	18th Public Meeting	11/11/2020	11/11/2020	1 day	
25	19th Public Meeting	11/11/2020	11/11/2020	1 day	
26	20th Public Meeting	11/11/2020	11/11/2020	1 day	
27	21st Public Meeting	11/11/2020	11/11/2020	1 day	
28	22nd Public Meeting	11/11/2020	11/11/2020	1 day	
29	23rd Public Meeting	11/11/2020	11/11/2020	1 day	
30	24th Public Meeting	11/11/2020	11/11/2020	1 day	
31	25th Public Meeting	11/11/2020	11/11/2020	1 day	
32	26th Public Meeting	11/11/2020	11/11/2020	1 day	
33	27th Public Meeting	11/11/2020	11/11/2020	1 day	
34	28th Public Meeting	11/11/2020	11/11/2020	1 day	
35	29th Public Meeting	11/11/2020	11/11/2020	1 day	
36	30th Public Meeting	11/11/2020	11/11/2020	1 day	
37	31st Public Meeting	11/11/2020	11/11/2020	1 day	
38	32nd Public Meeting	11/11/2020	11/11/2020	1 day	
39	33rd Public Meeting	11/11/2020	11/11/2020	1 day	
40	34th Public Meeting	11/11/2020	11/11/2020	1 day	
41	35th Public Meeting	11/11/2020	11/11/2020	1 day	
42	36th Public Meeting	11/11/2020	11/11/2020	1 day	
43	37th Public Meeting	11/11/2020	11/11/2020	1 day	
44	38th Public Meeting	11/11/2020	11/11/2020	1 day	
45	39th Public Meeting	11/11/2020	11/11/2020	1 day	
46	40th Public Meeting	11/11/2020	11/11/2020	1 day	
47	41st Public Meeting	11/11/2020	11/11/2020	1 day	
48	42nd Public Meeting	11/11/2020	11/11/2020	1 day	
49	43rd Public Meeting	11/11/2020	11/11/2020	1 day	
50	44th Public Meeting	11/11/2020	11/11/2020	1 day	
51	45th Public Meeting	11/11/2020	11/11/2020	1 day	
52	46th Public Meeting	11/11/2020	11/11/2020	1 day	
53	47th Public Meeting	11/11/2020	11/11/2020	1 day	
54	48th Public Meeting	11/11/2020	11/11/2020	1 day	
55	49th Public Meeting	11/11/2020	11/11/2020	1 day	
56	50th Public Meeting	11/11/2020	11/11/2020	1 day	
57	51st Public Meeting	11/11/2020	11/11/2020	1 day	
58	52nd Public Meeting	11/11/2020	11/11/2020	1 day	
59	53rd Public Meeting	11/11/2020	11/11/2020	1 day	
60	54th Public Meeting	11/11/2020	11/11/2020	1 day	
61	55th Public Meeting	11/11/2020	11/11/2020	1 day	
62	56th Public Meeting	11/11/2020	11/11/2020	1 day	
63	57th Public Meeting	11/11/2020	11/11/2020	1 day	
64	58th Public Meeting	11/11/2020	11/11/2020	1 day	
65	59th Public Meeting	11/11/2020	11/11/2020	1 day	
66	60th Public Meeting	11/11/2020	11/11/2020	1 day	
67	61st Public Meeting	11/11/2020	11/11/2020	1 day	
68	62nd Public Meeting	11/11/2020	11/11/2020	1 day	
69	63rd Public Meeting	11/11/2020	11/11/2020	1 day	
70	64th Public Meeting	11/11/2020	11/11/2020	1 day	
71	65th Public Meeting	11/11/2020	11/11/2020	1 day	
72	66th Public Meeting	11/11/2020	11/11/2020	1 day	
73	67th Public Meeting	11/11/2020	11/11/2020	1 day	
74	68th Public Meeting	11/11/2020	11/11/2020	1 day	
75	69th Public Meeting	11/11/2020	11/11/2020	1 day	
76	70th Public Meeting	11/11/2020	11/11/2020	1 day	
77	71st Public Meeting	11/11/2020	11/11/2020	1 day	
78	72nd Public Meeting	11/11/2020	11/11/2020	1 day	
79	73rd Public Meeting	11/11/2020	11/11/2020	1 day	
80	74th Public Meeting	11/11/2020	11/11/2020	1 day	
81	75th Public Meeting	11/11/2020	11/11/2020	1 day	
82	76th Public Meeting	11/11/2020	11/11/2020	1 day	
83	77th Public Meeting	11/11/2020	11/11/2020	1 day	
84	78th Public Meeting	11/11/2020	11/11/2020	1 day	
85	79th Public Meeting	11/11/2020	11/11/2020	1 day	
86	80th Public Meeting	11/11/2020	11/11/2020	1 day	
87	81st Public Meeting	11/11/2020	11/11/2020	1 day	
88	82nd Public Meeting	11/11/2020	11/11/2020	1 day	
89	83rd Public Meeting	11/11/2020	11/11/2020	1 day	
90	84th Public Meeting	11/11/2020	11/11/2020	1 day	
91	85th Public Meeting	11/11/2020	11/11/2020	1 day	
92	86th Public Meeting	11/11/2020	11/11/2020	1 day	
93	87th Public Meeting	11/11/2020	11/11/2020	1 day	
94	88th Public Meeting	11/11/2020	11/11/2020	1 day	
95	89th Public Meeting	11/11/2020	11/11/2020	1 day	
96	90th Public Meeting	11/11/2020	11/11/2020	1 day	
97	91st Public Meeting	11/11/2020	11/11/2020	1 day	
98	92nd Public Meeting	11/11/2020	11/11/2020	1 day	
99	93rd Public Meeting	11/11/2020	11/11/2020	1 day	
100	94th Public Meeting	11/11/2020	11/11/2020	1 day	

AECOM - MANHOURLY BREAKDOWN FOR ENGINEERING SERVICES															Total AECOM Hours		
CLIENT: CITY OF SANTA FE															Project Assistant		
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS															Project Controls		
PROJECT NUMBER: CIP PROJECT #501															Engineer Intern/Technician		
CONTROL NUMBER: S100470															Electrical Engineer/Designer		
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS															Structural Engineer/Designer		
TOTAL HOURS															Utility Engineer/Designer		
TASK DESCRIPTION															Traffic Engineer/Designer		
1. Phase I - Study															Roadway Engineer/Designer		
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	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer	Senior Engineer/Designer
0	0	4	0	30	0	8	70	0	170	0	8	50	0	16	0	0	0
0	4	4	0	4	0	0	0	0	8	0	0	0	0	0	0	0	0
8	80	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0
0	24	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0
Subtotal =	8	108	8	34	0	13	70	0	202	0	8	50	0	16	0	8	8
Phase II - Preliminary & Final Design																	
0	4	2	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0
0	4	2	0	4	0	2	0	0	0	0	4	0	0	0	0	0	0
0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	4	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0
0	0	4	12	80	80	24	60	32	200	100	24	120	72	370	0	0	1178
0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
0	0	4	12	90	30	16	60	32	240	60	16	180	128	292	0	0	1160
8	400	0	0	35	16	4	0	12	16	0	4	0	0	30	16	16	557
0	24	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	48
Subtotal =	8	432	24	209	126	46	132	76	484	160	48	300	200	692	16	16	2993
Phase III - Bidding Services																	
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
4	8	4	0	40	20	16	24	6	40	4	4	20	8	38	0	0	236
Subtotal =	4	8	4	40	20	16	24	6	40	4	4	20	8	38	0	0	236
Phase IV - Construction Services																	
TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
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
Total Hours =	20	548	36	24	283	146	226	82	726	164	60	370	208	746	24	24	3762

AECOM - MANHOURLY BREAKDOWN FOR ENGINEERING SERVICES														Total AECOM Hours					
CLIENT: CITY OF SANTA FE														Project Assistant					
PROJECT: ST. MICHAEL'S DR RAIL TRAIL UNDERPASS														Project Controls					
PROJECT NUMBER: CIP PROJECT #501														Engineer Intern/Technician					
CONTROL NUMBER: S100470														Electrical Engineer/Designer					
CLIENT CONTACT: ROMELLA GLORIOSO-MOSS														Structural Engineer/Designer					
ROADWAY TEAM HOURS														Utility Engineer/Designer					
TASK DESCRIPTION														Traffic Engineer/Designer					
1. Phase I - Study														Roadway Engineer/Designer					
1. Environmental Investigations and Documentation													170						
2. Property Ownership, Location Survey and Mapping													8						
3. Coordination																			
4. Public Involvement													24						
Subtotal =	0	28	0	0	34	0	0	0	0	0	0	0	202	0	0	0	0	0	0
Phase II - Preliminary & Final Design																			
1. Property Ownership Maps													4						
2. Utility Designation, Location, and Mapping													4						
3. Preliminary and Final Drainage Report																			
4. Geotechnical Investigations																			
5. Preliminary Design Plans													80						
6. Right-of-Way Design																			
7. Final Design													90						
8. Coordination																			
9. Public Involvement													24						
Subtotal =	0	32	0	0	174	0	0	0	0	0	0	0	468	0	0	0	0	0	0
Phase III - Bidding Services																			
1. Environmental Investigations and Documentation																			
2. Construction Bid Documents													40						
Subtotal =	0	0	0	0	40	0	0	0	0	0	0	0	40	0	0	0	0	0	0
Phase IV - Construction Services																			
1. Construction Engineering and Management																			
2. Public Involvement																			
Subtotal =	0	60	0	0	248	0	0	0	0	0	0	0	710	0	0	0	0	0	0
Total Hours =	0	60	0	0	248	0	0	0	0	0	0	0	710	0	0	0	0	0	0

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

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	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	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	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	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	TBD
2. Public Involvement	TBD	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	TBD
Total Hours =	0	0	0	0	0	0	75	0	0	0	0	60	0	0	88	0	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

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								70	0	0	0	0	50	0	0	0	0	120
Subtotal =																		
Phase II - Preliminary & Final Design																		
1. Property Ownership Maps																		0
2. Utility Designation, Location, and Mapping																		0
3. Preliminary and Final Drainage Report								12										12
4. Geotechnical Investigations								60					120		170			350
5. Preliminary Design Plans																		0
6. Right-of-Way Design								60					180		160			400
7. Final Design																		0
8. Coordination																		0
9. Public Involvement																		0
Subtotal =																		
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 =																		
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 =																		
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

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														72	32			136
5. Preliminary Design Plans									32									0
6. Right-of-Way Design									32					128	36			196
7. Final Design									12									12
8. Coordination																		0
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)						
Bohannon Huston, Inc. (Public Outreach & 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 Hazardous Materials						\$5,303.38
Preliminary Site Investigation for Hazardous 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/NM/DOT; 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/NM/DOT; 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)										Cost Estimate
	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	
Conceptual 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



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services Inc. 6501 Americas Parkway NE, Ste. 900 Albuquerque, NM 87110	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

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



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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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 PAYSHERE CIRCLE

6 City, state, and ZIP code
CHICAGO, IL 60674

7 List account number(s) here (optional)

Requester's name and address (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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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. Claudio*

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
 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 D'Amico (Aug 2, 2021 17:36 MDT)

Purchasing Officer Review: _____ Date: Aug 2, 2021

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)

Budget Officer Approval: _____ Date: Aug 2, 2021

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.
<u>Pass/Fail</u>	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.
<u>Offeror Points</u>	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.
<u>Offeror Points</u>	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.
<u>Offeror Points</u>	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.
<u>Offeror Points</u>	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.
<u>Offeror Points</u>	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)

	<u>AECOM</u>	<u>Wilson & Co.</u>
<u>Pass/Fail</u>	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)

	<u>AECOM</u>	<u>Wilson & Co.</u>
<u>Pass/Fail</u>	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)

	<u>AECOM</u>	<u>Wilson & Co.</u>
<u>Pass/Fail</u>	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)

	<u>AECOM</u>	<u>Wilson & Co.</u>
<u>Pass/Fail</u>	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.
<u>Offeror Points</u>	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

	<u>AECOM</u>	<u>Wilson & Co.</u>
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



Javier Rosado, PE
Public Works – Engineering Division Director
Evaluation Committee Member

07/07/2021

Date



Erick Aune, AICP
Santa Fe Metropolitan Planning Organization Officer
Evaluation Committee Member

07/07/21

Date



Tom Graham, AIA, ADAC, CASp, NCARB
Public Works – ADA Coordinator
Evaluation Committee Member

7/7/2021

Date



José Lerma III
Public Works – Traffic Operations Manager
Evaluation Committee Member

7/7/2021

Date

Zoe Isaacson

Zoe Isaacson
Public Works – Project Administrator
Evaluation Committee Member

07/07/2021

Date

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP, CPPO
Procurement Manager

07/06/2021

Date

Chief Procurement Officer Signature Approval



Fran Dunaway
Chief Procurement Officer
City of Santa Fe

7/14/2021

Date






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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/09/2021

ISSUE NO. 7j

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 8/16/21 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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